AGENDA
BOARD OF CITY COMMISSIONERS
July 16, 2018 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

All motions will be made in the affirmative. The fact that a commissioner makes or offers a second to a motion does not mean that the commissioner must vote in favor of passage.

1. Consider approval of minutes of the regular meeting of June 18, 2018.

   RECESS CITY COMMISSION MEETING TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY.

   RECONVENE CITY COMMISSION MEETING

2. Consider Resolution of Appreciation to Dub Bushong, Commissioner Ward I of the City of Shawnee.

3. Consider Resolution of Appreciation to Lesa Shaw, Commissioner Ward V of the City of Shawnee.

4. Presentation of Resolution of Appreciation and plaques to Commissioner Dub Bushong and Commissioner Lesa Shaw.

5. Swearing in of Ward I Commissioner Ed Bolt, Ward V Commissioner Mark Sehorn, and Ward VI Commissioner Ben Salter.

6. Presentation of Certificates of Election to Ward I Commissioner Ed Bolt, Ward V Commissioner Mark Sehorn, and Ward VI Commissioner Ben Salter.

   RECESS FOR OUTGOING AND INCOMING COMMISSIONERS

   RECONVENE

7. Commission Appointment of a Vice Mayor (per Article III, Section 6 of City Charter.)

8. Consider approval of Consent Agenda:

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)

a. Acknowledge the following reports and minutes:
- License Payment Report for June 2018
- Project Payment Report for June 2018
- Planning Commission Minutes from June 6, 2018 meeting
- Shawnee Community Beautification Committee Minutes from April 19, 2018 and May 17, 2018 meetings
- Traffic Commission Minutes from February 27, 2018 meeting

b. Approve renewal of the following agreements for Fiscal Year 2018-2019:

1. 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.

2. Agreement with Pottawatomie Independent School District No. 93 to provide police officers for Shawnee High School and Middle School.

c. Approval of an interlocal agreement between the City of Shawnee and Pottawatomie County for the paving/repair of streets and roads owned by the City.

d. Confirm and approve the City Manager's hiring of Lisa Lasyone, CMC as the City Clerk.

e. Traffic Commission Recommendations

1. Consideration of request by Delbert Totty to close the median on Kickapoo at Poplar Street.

BOARD RECOMMENDATION: Board recommends denial of request.
STAFF RECOMMENDATION: Staff recommends denial of request.

f. Authorize the authentication of the Certification of Elections.

g. Authorize the Mayor to sign the Mayor's Certification regarding Propositions I and II.

h. Authorize the Mayor to sign the Mayor's Certification regarding Proposition III.

i. Approve Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) Local No. 206.

j. Acknowledge Oklahoma Municipal Retirement Fund Normal Retirement for Ron Gwynn.

k. Approve an Extension of Employment Agreement with Judge Randall Wiley.

9. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)

10. Presentation by City Manager to Employee of the Month, Craig Mincher, Parks Department.

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)

11. Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Cody Presley.

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

13. Consider a resolution to adopt a Downtown Parklet Policy.

14. Consideration of approval of a Preliminary Plat for Shawnee Motel Addition located at 4981 North Harrison Avenue. Case No. S07-18. Applicant: Joe Covey.

15. Public hearing and consideration of an ordinance to rezone property located at 4325 North Kickapoo Avenue from R-1; Single Family Residential District to C-3; Highway Commercial District, Case No. P10-18; and property located at 4331 North Kickapoo Avenue from C-1; Neighborhood Commercial District to C-3; Highway Commercial District, Case No. P11-18; and property located at 4337 North Kickapoo Avenue from R-1; Single Family Residential District to C-3; Highway Commercial District, Case No. P12-18. Applicant: Nelmon Brauning.

16. Consideration of approval of a Final Plat for First United Bank of Shawnee located at 2600 North Harrison Avenue. Case No. S09-18. Applicant: Huitt-Zollars, Inc.

17. Acknowledge monthly Sales Tax and City Treasurer Report.

18. City Manager Report

19. New Business

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

20. Commissioners Comments

21. Adjournment

Respectfully submitted

Phyllis Loftis, 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)

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Regular Board of Commissioners **1.**

Meeting Date: 07/16/2018

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider approval of minutes of the regular meeting of June 18, 2018.

RECESS CITY COMMISSION MEETING TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY.

RECONVENE CITY COMMISSION MEETING

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
JUNE 18, 2018 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, 9th and Broadway, Shawnee, Oklahoma, Monday, June 18, 2018 at 6:00 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance.

Richard Finley
Mayor

Dub Bushong
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Lesa Shaw
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION The Lord's Prayer
FLAG SALUTE

AGENDA ITEM NO. 1: Consider approval of Consent Agenda:

a. Minutes from the June 4, 2018 regular meeting.

b. Acknowledge the following reports and minutes:
- License Payment Report for May 2018
- Project Payment Report for May 2018
- Planning Commission Minutes from May 2, 2018 meeting

c. Approve renewal of the following agreements for Fiscal Year 2018-2019:

1) Agreement with Pottawatomie County District Court to establish, develop, and implement programs for juvenile misdemeanor offenders.
2) Agreement with Pottawatomie Independent School District No. 93 for maintenance of tennis courts.
3) Agreement with YMCA for use of recreational facilities known as Lions Club Park, Dockery Park, Milstead Park, and Lilac Park.
4) Agreement with YMCA for use of a mower, city property, for maintenance of Dockery Park, Lions Club Park, Milstead Park, and Lilac Park.
5) Contract with Stuart and Clover, PLLC for City Attorney services. *(Deferred from the June 4, 2018 City Commission meeting.)*
6) Agreement with the City of McLoud Public Works Authority for use of a mower, city property, for maintenance of Wes Watkins Reservoir.
7) Agreement with the City of McLoud for dispatch services.

d. Approve renewal of excess liability policy for Workers' Compensation with Safety National Casualty Corporation for July 1, 2018 through June 30, 2019.

e. Approve Collective Bargaining Agreement with International Union of Police Associations (IUPA) Local No. 3.

f. Authorize staff to enter into an Agreement with ADP, LLC for Payroll and other Human Resources related services.

g. Approve a Memorandum of Understanding with the City of Oklahoma City to renew an Inter-Governmental Agreement for Regional Household Hazardous Waste Collection and Management Project regarding hazardous waste disposal.

h. Mayor's Appointment

<u>Shawnee Library Systems Board</u>
Marissa Lightsey 1st Full Term Expires 06/30/2021
Replaces Bob Perry

Mayor Finley asked that Consent Agenda Item No. 1(d) be pulled for separate consideration.

Commissioner Shaw asked that Consent Agenda Item No. 1(c)(5), and 1(g) be pulled for separate consideration.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to approve Consent Agenda Item Nos. 1(a-h), less items 1(c)(5), 1(d), and 1(g). Motion carried 7-0.

AYE: Harrod, Rutherford, Shaw, Salter, Bushong, Gillham, Finley
NAY: None

Regarding Consent Agenda Item No. 1(c)(5), Commissioner Shaw asked that language in the second sentence of paragraph four be amended to read "This contract shall automatically renew for a term of one (1) year unless terminated by either party upon sixty (60) days written notice" and to remove the remaining portion of the sentence. She requested that the third sentence of paragraph four be removed completely. On behalf of Stuart & Clover, City Attorney Joseph Vorndran stated he had no objections to that request.

A motion was made by Commissioner Shaw, seconded by Vice Mayor Harrod, to approve the contract with Stuart and Clover, PLLC for City Attorney services amending the language in the second sentence of paragraph four to read "This contract shall automatically renew for a term of one (1) year unless terminated by either party upon sixty (60) days written notice" and the third sentence of paragraph four be completely removed. Motion carried 7-0.

AYE: Shaw, Harrod, Rutherford, Salter, Bushong, Gillham, Finley
NAY: None

Regarding Consent Agenda Item No. 1(d), City Manager Justin Erickson announced that a clerical error was made on the agenda and the correct carrier is Midwest Employers Casualty Company, not Safety National Casualty Corporation. Mr. Erickson stated that the quote and memo attached to the agenda packet are correct in recommending approval of this policy to Midwest Employers Casualty Company.

A motion was made by Commissioner Shaw, seconded by Commissioner Bushong, to approve the renewal of excess liability policy for Workers' Compensation with Midwest Employers Casualty Company for July 1, 2018 through June 30, 2019. Motion carried 7-0.

AYE: Shaw, Bushong, Gillham, Harrod, Finley, Rutherford, Salter

NAY: None

Regarding Consent Agenda Item No. 1(g), Commissioner Shaw stated that the date on the Inter-Governmental Agreement attached to the agenda packet was 2016-2017. Staff advised the 2016-2017 agreement was attached for reference and that the Mayor must sign the proposed letter to initiate a continuation of the renewal agreement with the City of Oklahoma City. Once the letter is received, Oklahoma City will send a renewal agreement.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve a Memorandum of Understanding with the City of Oklahoma City to renew an Inter-Governmental Agreement for Regional Household Hazardous Waste Collection and Management Project regarding hazardous waste disposal. Motion carried 7-0.

AYE: Harrod, Shaw, Salter, Bushong, Gillham, Finley, Rutherford
NAY: None

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

Ms. Holly Gordon announced that the Garage Restaurant is hosting a benefit for the Cops and Kids event tonight from 6:00 p.m. to 9:00 p.m. She stated that ten percent (10%) of sales will go toward the Cops and Kids event.

Ms. Lindsay Goodson with the Pottawatomie County Blue Zones Project announced that the Blue Zones Council has elected Ms. Holly Gordon as Chair of the Food Policy Council.

AGENDA ITEM NO. 3: Swearing in of William Chance Allison as City Treasurer.

Municipal Judge Randall Wiley swore in William Chance Allison as City Treasurer.

AGENDA ITEM NO. 4: Consideration of approval of a budget for Fiscal Year 2018-2019.

City Manager Justin Erickson advised that Agenda Item Nos. 4 and 5 are companion items; with No. 4 being a general overview and an opportunity for the Commission to ask any questions and No. 5 being the actual resolution that is

required law. He stated that there are companion pieces on the Shawnee Airport Authority and the Shawnee Municipal Authority as well.

Mr. Erickson briefly summarized each budget, including the Shawnee Airport Authority and the Shawnee Municipal Authority budgets. He stated that the budget is similar to the current fiscal year. Staff is projecting similar revenues. Staff is projecting 2.5% increase in sales tax and overall revenue base of approximately $24.5 million in the General Fund.

There is approximately $2.6 million allocated for capital improvements. However, over half of that is allocated to debt services.

Mr. Erickson noted an error on the budget letter but explained that the budget resolutions are correct. He stated that he will make the correction and publish a corrected budget letter and post it on the City's website. Mr. Erickson answered questions from the Commissioners. He stated that all of the budgets conform to the Oklahoma Budget Act in all aspects.

No action was taken.

AGENDA ITEM NO. 5: Consideration of a resolution adopting the budget for the City of Shawnee for the period of July 1, 2018 through June 30, 2019 finding all things requisite and necessary have been done in preparation and presentation of budget.

Resolution No. 6563 was introduced.

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019 FINDING ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTATION OF SAID BUDGET.

A motion was made by Commissioner Shaw, seconded by Mayor Finley, to approve a resolution adopting the budget for the City of Shawnee for the period of July 1, 2018 through June 30, 2019 finding all things requisite and necessary have been done in preparation and presentation of budget; with the understanding that corrections will align with the narrative and a review of the Workers' Compensation fund. Motion carried 7-0.

AYE: Harrod, Gillham, Finley, Rutherford, Shaw, Salter, Bushong
NAY: None

AGENDA ITEM NO. 6: Consideration and possible action to cancel the July 2, 2018 City Commission meeting.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to approve the cancellation of the July 2, 2018 City Commission meeting. Motion carried 7-0.

AYE: Harrod, Gillham, Finley, Rutherford, Shaw, Salter, Bushong,
NAY: None

AGENDA ITEM NO. 7: Public hearing and consideration of an ordinance to rezone property located at 4900 North Harrison Avenue from C-3; Highway Commercial District to PUD; Planned Unit Development. Case No. P05-18, Applicant: TLP Associates, Inc. *(Deferred by the Planning Commission to the June 6, 2018 meeting. Deferred from the May 7, 2018 City Commission meeting. – Applicant withdrew application.)*

No action was taken.

AGENDA ITEM NO. 8: Public hearing and consideration of an ordinance to rezone property located at 3954 North Kickapoo Avenue from C-2; Suburban Office Commercial District to PUD; Planned Unit Development. Case No. P08-18, Applicant: Kurt Kalies. *(Deferred by the Planning Commission to the June 6, 2018 meeting. Deferred from the May 7, 2018 City Commission meeting.)*

Community Development Director Justin DeBruin gave a staff report that included explaining this five (5) lot area will be mostly a shopping district. Staff recommends approval with conditions listed in the staff report. Mr. DeBruin answered questions from the Commission.

Mayor Finley declared a public hearing in session to consider an ordinance rezoning property from C-2; Suburban Office Commercial District to PUD;

Planned Unit Development. No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Commissioner Shaw, seconded by Commissioner Salter, to approve an ordinance to rezone property located at 3954 North Kickapoo Avenue from C-2; Suburban Office Commercial District to PUD; Planned Unit Development with the following conditions:

1. Access from Penney Street shall be south-bound only, as depicted on the master plan.
2. Prior to issuance of any building permit, necessary shared access easements/agreements shall be provided.
3. Following City procedure, all shared infrastructure (i.e., 6" water line and storm drain facility) shall be completed and appropriate easements dedicated prior to issuance of any Certificate of Occupancy.
4. Regarding Lot 8, no monument or pole sign shall be located along Penney Street, to preserve the residential nature of this roadway.
5. All other City regulations apply.
6. Align appropriate access drive with Ken Del Drive to maximize traffic calming potential.

Ordinance No. 2637NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS SEVEN (7) AND EIGHT (8), BLOCK ONE (1), COLLEGE VIEW ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION C-2; SUBURBAN OFFICE COMMERCIAL DISTRICT TO PUD; PLANNED UNIT DEVELOPMENT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

AYE: Shaw, Salter, Bushong, Gillham, Harrod, Finley, Rutherford
NAY: None

Ordinance No. 2637NS was adopted by the City Commission.

<u>AGENDA ITEM NO. 9:</u> City Manager Report

City Manager Justin Erickson gave updates on the following:

a. Proposition 4 – On June 13, Shawnee Forward and Shawnee Economic Development Foundation (SEDF) passed resolutions of support for Proposition No. 4. Today, the Pottawatomie County Commissioners also passed a resolution of support.

b. Open House – The Open House of the public safety facilities was lightly attended. He appreciates everyone that did come out and tour the facilities.

c. Santa Fe Depot – The parking lot is nearing completion.

d. Fire Station No. 2 – The construction project continues to make good progress; the renovation project should be substantially completed in July.

e. Shawnee Splash – The pool attendance is up with an average of five hundred visitors per day. To date, this is the best year for attendance.

AGENDA ITEM NO. 10: New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda.)

There was no New Business.

AGENDA ITEM NO. 11: Commissioners Comments

Commissioner Bushong encouraged citizens to vote in the election next week. Mr. Bushong thanked Chief Tischer for the Fire Station tour last week.

Commissioner Gillham stated that he spoke to a group of Republicans regarding Proposition 4 and promoted his ideas of how the funding can assist the City of Shawnee.

Vice Mayor Harrod complemented City Manager Justin Erickson on each of the presentations he has given regarding the possible one-half percent (0.5%) sales tax increase. Vice Mayor Harrod also mentioned the Knights Auto Show at Boy Scout Park this Saturday, June 23, 2018.

Commissioner Rutherford encouraged citizens to vote in the upcoming election. He also encouraged everyone to visit The Garage Restaurant tonight to help the Cops and Kids event.

Commissioner Shaw expressed her excitement with the Splash attendance. Commissioner Shaw encouraged staff to look into grants and inter-governmental agreements in the next fiscal year.

Commissioner Salter welcomed Finance Director Chance Allison. He also reminded citizens of early voting available later this week for the upcoming election.

Mayor Finley also welcomed Finance Director Chance Allison and echoed Commissioner Shaw's comments about working with stakeholders within the Community.

AGENDA ITEM NO. 12: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:53 p.m.)

_____
RICHARD FINLEY, MAYOR

ATTEST:

_____
LISA LASYONE, CMC, DEPUTY CITY CLERK

Regular Board of Commissioners **2.**

Meeting Date: 07/16/2018

Appreciation Reso Bushong

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider Resolution of Appreciation to Dub Bushong, Commissioner Ward I of the City of Shawnee.

Attachments

Appreciation Reso Bushong

RESOLUTION NO. 6564

A RESOLUTION EXPRESSING APPRECIATION FOR THE OUTSTANDING SERVICE OF DUB BUSHONG AS COMMISSIONER OF WARD ONE OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING THAT SAID RESOLUTION BE SPREAD UPON THE OFFICIAL RECORDS OF THE CITY OF SHAWNEE, OKLAHOMA; AND PROVIDING THAT A COPY HEREOF BE PRESENTED TO THE SAID DUB BUSHONG.

WHEREAS, Dub Bushong served the City of Shawnee as Commissioner of Ward One from August 1, 2016 through July 16, 2018; and

WHEREAS, the said Dub Bushong has demonstrated to be a person of upright character, a good citizen, a friend to many and a worthy representative of the City of Shawnee; and

WHEREAS, the said Dub Bushong has helped make many important decisions affecting thousands of lives in this community by taking a positive approach to the many projects set forth before him; lending his mature judgment and experience to those decisions, all the while maintaining a level of unsurpassed integrity; and

WHEREAS, he has been instrumental in the accomplishments of the City that includes economic and cultural development, public safety, on-going street improvement programs, and beautification of the community; and

WHEREAS, it is both fitting and proper for this governing body to officially recognize the said Dub Bushong for his dedicated performance of the duties and responsibilities as a member of the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA, that they hereby express their sincere appreciation and gratitude to Dub Bushong for his distinguished service to the City of Shawnee.

BE IT FURTHER RESOLVED that this Resolution be spread upon the official records of the City of Shawnee, Oklahoma, and that a copy hereof be presented to Dub Bushong with the desire that he shall continue to contribute his talents and energy to the betterment of the City, and that he shall enjoy much happiness, good health and good fortune in the years to come.

PASSED AND APPROVED this 16th day of July, 2018.

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

_____
RICHARD FINLEY, MAYOR

SEAL

ATTEST:

_____
PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners **3.**

Meeting Date: 07/16/2018

Appreciation Reso Shaw

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider Resolution of Appreciation to Lesa Shaw, Commissioner Ward V of the City of Shawnee.

Attachments

Appreciation Reso Shaw

RESOLUTION NO. 6565

A RESOLUTION EXPRESSING APPRECIATION FOR THE OUTSTANDING SERVICE OF LESA SHAW AS COMMISSIONER OF WARD FIVE OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING THAT SAID RESOLUTION BE SPREAD UPON THE OFFICIAL RECORDS OF THE CITY OF SHAWNEE, OKLAHOMA; AND PROVIDING THAT A COPY HEREOF BE PRESENTED TO THE SAID LESA SHAW.

WHEREAS, Lesa Shaw served the City of Shawnee as Commissioner of Ward Five from September 2, 2014 through July 16, 2018; and

WHEREAS, the said Lesa Shaw has demonstrated to be a person of upright character, a good citizen, a friend to many and a worthy representative of the City of Shawnee; and

WHEREAS, the said Lesa Shaw has helped make many important decisions affecting thousands of lives in this community by taking a positive approach to the many projects set forth before her; lending her mature judgment and experience to those decisions, all the while maintaining a level of unsurpassed integrity; and

WHEREAS, she has been instrumental in the accomplishments of the City that includes economic and cultural development, public safety, on-going street improvement programs, and beautification of the community; and

WHEREAS, it is both fitting and proper for this governing body to officially recognize the said Lesa Shaw for her dedicated performance of the duties and responsibilities as a member of the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA, that they hereby express their sincere appreciation and gratitude to Lesa Shaw for her distinguished service to the City of Shawnee.

BE IT FURTHER RESOLVED that this Resolution be spread upon the official records of the City of Shawnee, Oklahoma, and that a copy hereof be presented to Lesa Shaw with the desire that she shall continue to contribute her talents and energy to the betterment of the City, and that she shall enjoy much happiness, good health and good fortune in the years to come.

PASSED AND APPROVED this 16th day of July, 2018.

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

_____
RICHARD FINLEY, MAYOR

SEAL

ATTEST:

_____
PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners **4.**

Meeting Date: 07/16/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation of Resolution of Appreciation and plaques to Commissioner Dub Bushong and Commissioner Lesa Shaw.

Attachments

No file(s) attached.

Regular Board of Commissioners **5.**

Meeting Date: 07/16/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Swearing in of Ward I Commissioner Ed Bolt, Ward V Commissioner Mark Sehorn, and Ward VI Commissioner Ben Salter.

Attachments

No file(s) attached.

Regular Board of Commissioners **6.**

Meeting Date: 07/16/2018

Certificates of Election

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation of Certificates of Election to Ward I Commissioner Ed Bolt, Ward V Commissioner Mark Sehorn, and Ward VI Commissioner Ben Salter.

RECESS FOR OUTGOING AND INCOMING COMMISSIONERS

RECONVENE

Attachments

Certificates of Election

COUNTY ELECTION BOARD
STATE OF OKLAHOMA

POTTAWATOMIE COUNTY

CERTIFICATE OF ELECTION

Pursuant to the Constitution and Statutes of the State of Oklahoma,
the County Election Board certifies that

ED BOLT

Is elected to the office of

CITY OF SHAWNEE COMMISSIONER, WARD ONE

In testimony whereof, the County Election Board of Pottawatomie County of Oklahoma has caused this Certificate of Election to be issued by the Secretary of the Pottawatomie County Election Board and its official seal to be hereunto affixed on the 29 day of June 2018.

Jeannie Stover

Secretary, Pottawatomie County Election Board

COUNTY ELECTION BOARD
STATE OF OKLAHOMA

POTTAWATOMIE COUNTY

CERTIFICATE OF ELECTION

Pursuant to the Constitution and Statutes of the State of Oklahoma,
the County Election Board certifies that

Mark W Sehorn

Is elected to the office of

City of Shawnee Commissioner Ward Five

In testimony whereof, the County Election Board of Pottawatomie County of Oklahoma has caused this Certificate of Election to be issued by the Secretary of the Pottawatomie County Election Board and its official seal to be hereunto affixed on the 17 day of April.

Secretary, Pottawatomie County Election Board

COUNTY ELECTION BOARD
STATE OF OKLAHOMA

POTTAWATOMIE COUNTY

CERTIFICATE OF ELECTION

Pursuant to the Constitution and Statutes of the State of Oklahoma,
the County Election Board certifies that

Ben Salter

Is elected to the office of

City of Shawnee Commissioner Ward Six

In testimony whereof, the County Election Board of Pottawatomie County of Oklahoma has caused this Certificate of Election to be issued by the Secretary of the Pottawatomie County Election Board and its official seal to be hereunto affixed on the 17 day of April.

Secretary, Pottawatomie County Election Board

Regular Board of Commissioners **7.**

Meeting Date: 07/16/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Commission Appointment of a Vice Mayor (per Article III, Section 6 of City Charter.)

Attachments

No file(s) attached.

Regular Board of Commissioners **8.a.**

Meeting Date: 07/16/2018

Reports and 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 2018
- Project Payment Report for June 2018
- Planning Commission Minutes from June 6, 2018 meeting
- Shawnee Community Beautification Committee Minutes from April 19, 2018 and May 17, 2018 meetings
- Traffic Commission Minutes from February 27, 2018 meeting

Attachments

License Pymt Rpt

Project Pymt Rpt

PLN Minutes

Beautification Minutes

Beautification Minutes

Traffic Comm. Minutes

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION		FEE	PAYMENT DISTRIBUTION PENALTY	TAX	INTEREST	TOTAL PAI
ALARM	BURGLAR/FIRE ALARM LICENSE	5	125.00CR				125.0(
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	28	420.00CR				420.0(
BEER1	BEER CONSUMPTION ON PREMISE	1	20.00CR				20.0(
BEERWINER	BEER AND WINE RENEWAL	1	450.00CR				450.0(
ELEC1	ELECTRICAL CONTRACTOR INITIAL	4	400.00CR				400.0(
ELEC2	ELECTRICAL CONTRACTOR RENEW	8	600.00CR				600.0(
IMERC	ITINERANT MERCHANT FEE	2	65.00CR				65.0(
LAKEINSP	LAKE LEASE INSPECTION	7	525.00CR				525.0(
LAKELEASE	LAKE LEASE	16	11,214.00CR				11,214.0(
LIQR	RETAIL LIQUOR OCCUPATIONAL TAX	3	1,800.00CR				1,800.0(
MECH1	MECHANICAL CONTRACTOR INTIAL	2	200.00CR				200.0(
MECH2	MECHANICAL CONTRACTOR RENEW	5	375.00CR				375.0(
PLUM1	PLUMBING CONTRACTOR INITIAL	5	500.00CR				500.0(
PLUM2	PLUMBING CONTRACTOR RENEW	6	450.00CR				450.0(
RESAL	RESIDENTIAL SALE	116	1,160.00CR				1,160.0(
SNOWC	SNOW CONE STAND LICENSE FEE	1	25.00CR				25.0(
SOLID	SOLICITOR DAILY LICENSE	10	30.00CR				30.0(
SOLIW	SOLICITOR WEEKLY LICENSE	1	15.00CR				15.0(
	TOTAL		18,374.00CR				18,374.0(

P R O J E C T P A Y M E N T R E P O R T

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	256.00CR
001-4202	BUILDING PERMITS	6,109.28CR
001-4203	PLUMBING PERMITS	2,475.00CR
001-4204	ELECTRICAL PERMITS	500.00CR
001-4205	ZONING PERMITS & APPLICATIONS	1,346.00CR
001-4206	HEATING & A/C PERMITS	1,987.50CR
001-4249	OTHER PERMITS	620.00CR
001-4822	OTHER MISC. REVENUE	32.00CR
101-4249	OTHER PERMITS	180.00CR
501-4510	WATER TAPS	1,600.00CR
799-1023	BANCFIRST GENERAL	15,105.78

STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 6/01/2018 TO 6/30/
SORTED BY: PRO

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	4,890.68CR
B3-REMODEL	BUILDING CONSTRUCTION REM	3,259.10CR
B4-CARPORT	BUILDING CARPORT	29.50CR
B4-SHELTER	BUILDING SHELTER	206.50CR
B4-STORAGE	BUILDING STORAGE SHED	54.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	565.50CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	2,086.50CR
P2-ADD	PLUMBING ADDITION	454.50CR
P3-REMODEL	PLUMBING REMODEL	1,304.00CR
P4-WELL	WELL PERMIT	100.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	180.00CR
X-DEMO	DEMOLITION PERMIT	150.00CR
X-PLATFIN	PLAT REVIEW FINAL	231.00CR
X-PLATREV	PLAT REVIEW PRELIM	225.00CR
X-SIGN	SIGN PERMIT	250.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	129.00CR
Z-CONDUSE	CONDITIONAL USE PERMIT	280.00CR
Z-OCCUP	OCCUPANCY PERMIT	100.00CR
Z-REZONING	REZONING REQUEST	610.00CR
	TOTAL	15,105.78CR

PLANNING COMMISSION MINUTES
DATE: JUNE 6TH, 2018

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, June 6th, 2018 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

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

Upon roll call the following members were present:

Present: Deem, Matthews, Bergsten, Cowen, Kienzle, Rowell
Absent: Walker

Meeting was called to Order.

AGENDA ITEM NO.2: **Consideration of approval of the minutes from the May 2nd, 2018 Planning Commission Meeting**

Chairman Bergsten asked if there were any questions, comments or if anyone would like to entertain a motion. Commissioner Matthews made a motion to approve, seconded by Commissioner Rowell.

Motion passes:
AYE: Deem, Matthews, Bergsten, Cowen, Kienzle, Rowell
NAY:
ABSTAIN:

AGENDA ITEM NO.3: **Citizens' Participation**

Chairman Bergsten opened the public portion of the meeting and announced that this is an open time for discussion for those with questions on topics not on the Agenda and asked if anyone would like to come forward. No one came forward and Chairman Bergsten closed the public portion of the meeting.

AGENDA ITEM NO.4: **Case #P05-18 – A public hearing in consideration of approval for the Shawnee Retail Center Planned Unit Development located at the 4900 N. Harrison Avenue, Shawnee, OK (Deferred from May 2nd, 2018 Planning Commission)**

Applicant: TLP Associates, INC

Chairman Bergsten asked for the staff report. Justin Debruin presented staff report and informed commissioners that the first two cases were deferred back from February but applicant has withdrawn at staff's recommendation. Vice-Chairman Cowen asked if they gave any reason for not submitting documents staff requested and Mr. Debruin explained that they have not, while briefly discussing history of application. Commissioner Matthews commented about proceeding with caution as location is prime real estate in town. The proposed area makes a first impression when coming into Shawnee.

AGENDA ITEM NO.5: **Case #S03-18 – Consideration of approval of a Preliminary Plat for Shawnee Retail Center located at 4900 N. Harrison Avenue, Shawnee, OK (Deferred from May 2nd, 2018 Planning Commission)**

Applicant: TLP Associates, INC

Application withdrawn with previous case.

AGENDA ITEM NO.6: **Case #S04-18 – Consideration of approval of a Preliminary Plat for Maple Development, LLC located on Shawnee Mall Drive, East of the BNSF Railroad Tracks, Shawnee, OK (Deferred from May 2nd, 2018 Planning Commission)**

Applicant: Sid and Javal, INC

Chairman Bergsten asked for staff report. Justin Debruin presented staff report and explained that staff requests to defer case one more time as applicant changed engineers two or three times to get better design and some items requested were not included on latest plat submitted. Mr. Debruin stated that his request to defer was due to the challenges that the applicant is working through. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward. Chairman Bergsten closed the public portion of the meeting and asked for any comments, questions or a motion. Commissioner Matthews made a motion to defer, seconded by Commissioner Kienzle.

Motion to defer to July 5th, 2018 Planning Commission Meeting:
AYE: Deem, Matthews, Bergsten, Cowen, Kienzle, Rowell
NAY:
ABSTAIN:

AGENDA ITEM NO.7: **Case #S07-18 – Consideration of approval of a Preliminary Plat for Shawnee Motel Addition, located at 4981 N. Harrison Avenue, Shawnee, OK (Deferred from May 2nd, 2018 Planning Commission)**

Applicant: Joe Covey

Chairman Bergsten asked for the staff report. Justin Debruin presented staff report and stated that staff recommended deferral to July as no corrections have been made with current issues. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward. Chairman Bergsten closed the public portion of the meeting and asked for any comments, questions or a motion. Commissioner Rowell made a motion to defer, seconded by Commissioner Deem.

Motion to defer to July 5th, 2018 Planning Commission Meeting:
AYE: Deem, Matthews, Bergsten, Cowen, Kienzle, Rowell
NAY:
ABSTAIN:

AGENDA ITEM NO.8: **Case #P08-18 – A public hearing in consideration of approval for the Bison Crossing Planned Unit Development located at 3954 N. Kickapoo Avenue, Shawnee, OK (Deferred from the May 2nd, 2018 Planning Commission)**

Applicant: Kurt Kalies

Chairman Bergsten asked for the staff report. Justin Debruin presented staff report and included property location while explaining there were three property owners looking at the site as a unified shopping center. Mr. Debruin stated it can get complicated with shared access agreements, among other items, so staff requested a property owner agreement between parties. Mr. Debruin explained a reduction in the number of drives along Kickapoo was implemented to optimize site, along with restricting access of Penney Street to a one way only. Mr. Debruin informed board that while listening to minutes from last month's meeting, he was aware of the traffic concerns discussed, and stated they would bring it forward to City Commission and also mentioned adding additional condition. Staff has reviewed all documents and recommends approval with conditions. Mr. Debruin explained the potential of adding additional condition. Chairman Bergsten asked if staff was suggesting that one of the three entrances lines up with drive across Kickapoo Avenue. Justin Debruin confirmed and stated one drive needed to be adjacent to one across street because of traffic issues. Commissioner Matthews expressed applicant agreeing to implement this from last meeting. Mr. Debruin explained the current documents did not show this and wanted to make sure it was included. Chairman Bergsten asked what signage would be constructed for one way street off Penney to deter traffic. Justin Debruin explained a one way sign showing directly to the south would be constructed, along with an arrow. Commissioner Deem asked if the traffic concerns would be brought forward with City Commission and Mr. Debruin agreed. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. John Peck came forward as primary developer of property and stated he is in complete agreement with streets coinciding with each other to alleviate traffic issues. Mr. Peck hopes a light will be implemented and also wanted to thank Justin, Jared and John for their work and leadership. Chairman Bergsten closed the public portion of the meeting and asked for any comments, questions or a motion. Vice-Chairman Cowen made a motion to approve with conditions, seconded by Commissioner Kienzle.

Motion passes w/ conditions:
AYE: Deem, Matthews, Bergsten, Cowen, Kienzle, Rowell
NAY:
ABSTAIN:

AGENDA ITEM NO.9: **Planning Director's Report**

Justin Debruin gave update regarding the comprehensive plan update, Shawnee Today and Tomorrow and discussed online survey. Mr. Debruin also informed board of the kickoff event for citizen participation and the stakeholder interview dates. Commissioner Kienzle asked what the process would be once the plan is completed, as in being brought before Planning Commission for recommendation then forward to the City Commission for adoption. Mr. Debruin agreed and described stages of plan.

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

Chairman Bergsten complimented Brittney Burton on doing a good job at last meeting. Justin Debruin informed board of the hiring of a new assistant city planner. Commissioner Kienzle asked if there was any feedback about the upcoming vote. Mr. Debruin stated he has not heard much. Commissioner Kienzle asked about the traffic signal that was knocked down at intersection of I-40 & Harrison Avenue. Mr. Debruin explained he was unaware of this but would look into it. Commissioner Deem asked what was going on at the north end of the Domino Plaza property. Justin Debruin informed her they were working on the 80' freestanding sign. Commissioner Deem asked if there was anything new regarding traffic plaza going in and Mr. Debruin stated there was none.

AGENDA ITEM NO.11: **Adjournment**

Meeting was adjourned.

Chairman/Vice-Chairman

Cheyenne Pettigrew
Planning Commission Secretary

City of Shawnee
OKLAHOMA

Office of the Director of Operations

Minutes
Shawnee Beautification Committee
APRIL 19, 2018
The Shawnee Community Beautification Committee met at the Shawnee Chamber of commerce
The meeting was called to order at 4:00 pm

Roll Call was taken showing the following members present:

		Present	Absent
Member	Tom Terry	X	
Member	Debi Renegar	X	
Member	Joe Harbeson	X	
Member	Sherry Lankford		X
Member	Kevin Huddleston		X
Member	Ethan Birdwell	X	
Member	Mike Mlynek	X	
Member	Holly Gordon	X	
Member	Sue Nelson	X	
Member	Carla Smith		X
City Staff	Whisper Peace	X	
City Staff	James Bryce	X	
City Staff	Jim Vanantwerp	X	
City Staff	Geoff Garner	X	

AGENDA NO 1 **Call to Order.**

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

AGENDA NO 3 **Approved minutes for March 15, 2018.** The minutes for March 15, 2018 were approved with a motion made by Mike Mlynek and 2nd by Debi Renegar. The motion carried unanimously.

AGENDA NO 4 **Discussion and possible action on new plants for Rose Garden Park.** Tom T. requested that we replace plants at Rose Garden park with nandina's from Shawnee garden Center using City of Shawnee Beautification funds. Tom T. made the motion and Debi R. 2nd. The motion carried unanimously.

AGENDA NO 5 **Discussion and possible action on helping SCI with removing and replacing plants.** Group will remove the old window plants and replace with smaller plants with funds from the Finley and Cook account. Joe H. made a motion. Debi R. 2nd. The motion carried unanimously.

AGENDA NO 6 **Discussion on Trash Off.** Due to rain Trash off has been rescheduled for April 28th from 9am-noon at Kidspace Park.

AGENDA NO 7 **Update on account at Finley and Cook.** No report at this time. Update to be given at next meeting.

AGENDA NO 8 **Review duties and responsibilities of the Beautification Committee and Tree Board.** James explained the duties of the committee and how the committee is also the Tree Board.

AGENDA NO 9 **Old Business.**

AGENDA NO 10 **New Business.**

AGENDA NO 11 Comments.

Items that were mentioned:

1. Jim V. mentioned that we may want to look at cleaning up the 177 exit on to Kickapoo Spur before the rodeo.
2. Jim V. mentioned filling in underneath the decorative fence along Mall Drive with dirt, also mentioned daffodils in the same area.
3. Jim V. mentioned we may look at spraying the Expo grounds for weeds.
4. Tom T. mentioned several redbuds have died in Redbud Park on the Beard Street side and need to be checked.
5. James B. mentioned that there will be 5 new Redbuds going in downtown, 2 by Arvest Bank and 3 by the Library.
6. James B. mentioned the Redbud Festival will be Friday the 20th and Saturday the 21st and a free meal will be provided.

AGENDA NO 12 Adjournment

Date 5-17-18

Chairman _____

City of Shawnee
OKLAHOMA

Office of the Director of Operations

Minutes
Shawnee Community Beautification Committee
MAY 17, 2018
The Shawnee Community Beautification Committee met at the Shawnee Chamber of commerce
The meeting was called to order at 4:00 pm

Roll Call was taken showing the following members present:

		Present	Absent
Member	Tom Terry	X	
Member	Debi Renegar	X	
Member	Joe Harbeson	X	
Member	Sherry Lankford	X	
Member	Kevin Huddleston	X	
Member	Ethan Birdwell	X	
Member	Mike Mlynek	X	
Member	Holly Gordon	X	
Member	Sue Nelson	X	
Member	Carla Smith		X
City Staff	Whisper Peace	X	
City Staff	James Bryce		X
City Staff	Jim Vanantwerp	X	
City Staff	Geoff Garner	X	

AGENDA NO 1 **Call to Order.**

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

AGENDA NO 3 **Approved minutes for April 19, 2018.** The minutes for April 19, 2018 were approved with a motion made by HOLLY GORDON and 2nd by KEVIN HUDDLESTON. The motion carried unanimously.

AGENDA NO 4 **Discussion and possible action on planning the next gardening with the experts.** Tom Terry made a motion to continue having the event and that next year will be the 20th anniversary. Sherry Lankford 2nd and the vote carried unanimously.

AGENDA NO 5 **Report on Trash Off event.** Geoff Garner reported that there were 24 participants, 15 Master Gardeners, and 20 bags of trash.

AGENDA NO 6 **Update on planting at Rose Garden Park.** Tom Terry reported that $200.00 was spent on replacing the nandinas at the park.

AGENDA NO 7 **Update on plantings at South Central Industries.** Tom Terry reported that $300.00 was spent to replace flowers and mulch. The existing bushes were pruned.

AGENDA NO 8 **Update on account at Finley and Cook.** Kevin Huddleston made mention that it is the Community Foundation account not Finley and Cook account. Geoff Garner reported that the current account balance was $3244.03.

AGENDA NO 9 **Old Business.**

AGENDA NO 10 **New Business.**

AGENDA NO 11 **Comments.** Holly Gordon commented on uses of green space and different types of trees for the Shawnee area. She also mentioned a Yard of the Month Program and the group discussed possibly trying to do something similar to this again in the future.

AGENDA NO 12 **Adjournment**

Date 6-21-18

Chairman

MINUTES
TRAFFIC COMMISSION
FEBRUARY 27, 2018 MEETING
COMMISSION CHAMBERS ROOM AT CITY HALL

I. ROLL CALL

MEMBERS PRESENT

Jack Barrett- Chairman
Reuben Peltier- Vice Chairman
Paul Roberts
Peggy Rider
Rebecca Dolin
Travis Flood

MEMBERS ABSENT

Travis Flood
Paul Roberts

EX-OFFICIO MEMBERS

Michael Ludi, Assistant City Engineer
Shalah Yates, Traffic Commission Secretary
Keith Mangus, Traffic Supervisor

CITIZENS PRESENT

None

II. Approval of October 24, 2017 Minutes

Motion was made by Peggy Rider Second by Rebecca Dolin to approve the August 22, 2017 Minutes, Motion carried 4-0

Roll Call: Aye: Barrett, Peltier, Rider, Dolin
Nay:

III. CONSIDERATION OF REQUEST BY TINA HANNAH TO INSTALL STOP SIGNS FOR EAST & WEST BOUND TRAFFIC AT THE INTERSECTION OF 9TH AND LOUISA

Motion was made by Rueben Peltier, Second by Peggy Rider to approve the 2018 Schedule of regular Meetings. Motion carried 4-0

Roll Call: Aye: Barrett, Peltier, Rider, Dolin
Nay:

IV. CITIZEN PARTICIPATION

Tina Hannah

V. ADMINISTRATIVE REPORTS

None

VI. BOARD MEMBERS COMMENTS

None

There being no further business to come before the Transportation Commission, a motion was made by Peggy Rider, seconded by Rebecca Dolin recommending the meeting be adjourned.
Motion carried. 4-0

Roll Call: Aye: Barrett, Peltier, Rider, Dolin
Nay:

Respectfully submitted,

Jack Barrett, Chairman

Shalah Black, Secretary

Regular Board of Commissioners **8.b.1.**

Meeting Date: 07/16/2018

GCTC Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

GCTC Agreement

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2018 by and between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and Gordon Cooper Technology Center District No. 5, hereinafter referred to as "GCTC".

WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for repair of public roadways and parking lots used by students, faculty, employees and patrons of GCTC. The City shall provide labor and equipment only, and GCTC shall pay for all required materials.

TERM: The term of this agreement shall be for a period of one (1) year commencing on the 1st day of July, 2018 and ending on the 30th day of June, 2019, and this agreement may be renewed for additional successive periods of one (1) year commencing upon the expiration of the original term hereof upon the consent of both parties; provided that any such renewal shall be in accordance with then established federal, state and local laws and regulations.

ADMINISTRATION: This agreement shall be administered by the City Manager of Shawnee or his designees, and the Superintendent of GCTC or his designees. These representatives shall be responsible for administering this agreement and shall have the authority to determine the resolution of disputes. GCTC will provide the City with a schedule of the work to be performed under this agreement, which said work shall be performed subject to the availability of the City workforce and secondarily to the needs of the City. The City Manager may receive from GCTC periodic recommendations and suggestions as to the needs of GCTC. These recommendations shall be submitted by the Superintendent of GCTC or his designees. The GCTC Superintendent may receive from the City periodic recommendations and suggestions as to the needs of the City. These recommendations shall be submitted by the City Manager or his designees.

CONSIDERATION: In consideration for this agreement, GCTC agrees to provide the City with educational services and training for City employees in subject matter normally available at GCTC's Adult Training and Development Department and/or Industry Specific Department as requested from time to time by the City. GCTC shall provide instruction only, and the City shall pay for all required materials and/or supplies to complete the training.

LIABILITY: Each party shall assume and be responsible for any liability or the costs of litigation arising from the provision of its particular services.

TERMINATION: This agreement shall be subject to termination upon written notification by either party to the other party upon ten (10) days notice.

IN WITNESS WHEREOF, the parties have hereunto affixed their official signatures on the date first above written.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

_____
JUSTIN ERICKSON, CITY MANAGER

(SEAL)
ATTEST:

_____
PHYLLIS LOFTIS, CMC, CITY CLERK

GORDON COOPER TECHNOLOGY
CENTER DISTRICT NO. 5

_____
SUPERINTENDENT

Approved as to form and legality on this _____ day of _____, 2018

_____
JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners **8.b.2.**

Meeting Date: 07/16/2018

School Police Services

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Pottawatomie Independent School District No. 93 to provide police officers for Shawnee High School and Middle School.

Attachments

School Police Services

AGREEMENT

This agreement made and entered into this 1st day of July, 2018, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Independent School District No. 93 of Pottawatomie County, Oklahoma, hereinafter referred to as "District", WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for the increased safety and security of the public schools of the District through the placement of police officers in said school on a full-time/half-time basis.

TERM: The term of this agreement shall be from the 1st day of July, 2018 through the 30th day of June, 2019. This agreement shall be for the period of one (1) year.

ADMINISTRATION: This agreement shall be administered by the City Manager and the Chief of Police of the City with input from the District administration. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officers and the resolution of disputes. The City Manager and the Chief of Police of the City shall receive from District periodic recommendations and suggestions as to needs of the District. These recommendations shall be submitted by the Superintendent of schools for the District.

DUTIES: The officers shall be certified police officers of the City and shall perform those tasks and duties delineated in the schedule of duties as approved by the administrators.

OFFICERS: District and the City shall have the right to mutually select any officer of their own choosing from those police officers of the City who volunteer for consideration for this duty and District and City shall have the right to substitute another officer should they choose to do so. The officers shall at all times remain as police officers of City, subject to the immediate supervision of the Chief of Police or his designee.

EXCLUSIVE USE: The said officers shall be assigned on a full-time basis to District to serve as police officers to provide increased safety and security within the buildings known as the Shawnee High School and the Shawnee Middle School. Full-time will be considered as 8 hours on site duty time. One officer shall serve the District full-time as assigned to the Shawnee High School; a second officer shall serve on a full-time basis assigned to Shawnee Middle School. Provided that in the event of an emergency as determined by the Chief of Police of city, the City shall have a right to reassign said officers as needed.

CONSIDERATION: In consideration for this agreement, District agrees to pay to City $90,384.65 to cover the salary, uniform allowance and weapons allowance of the police officers. This consideration to remain unchanged regardless of the actual salary or allowances paid to the officers. City shall be responsible for providing the patrol car and any other necessary equipment required by the officers for the performance of their duties.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officers in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

TERMINATION: This agreement shall be subject to termination upon written notification by either party upon ten (10) days notice.

WITNESS OUR HANDS the day and year first above written.

CITY OF SHAWNEE, SHAWNEE, OKLAHOMA

_____
JUSTIN ERICKSON, CITY MANAGER

(SEAL)
ATTEST:

_____
PHYLLIS LOFTIS, CMC, CITY CLERK

INDEPENDENT SCHOOL DISTRICT NO. 93
OF POTTAWATOMIE COUNTY, STATE OF
OKLAHOMA

Keith Gandli
_____
BOARD PRESIDENT

(SEAL)
ATTEST:

B Canty
_____
CLERK OF BOARD OF EDUCATION

Approved as to form and legality on this _____day of _____, 2018

_____
JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners **8.b.**

Meeting Date: 07/16/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of the following agreements for Fiscal Year 2018-2019:

Attachments

No file(s) attached.

Regular Board of Commissioners **8.c.**

Meeting Date: 07/16/2018

Interlocal w/Pott Co

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approval of an interlocal agreement between the City of Shawnee and Pottawatomie County for the paving/repair of streets and roads owned by the City.

Attachments

Interlocal w/Pott Co

INTERLOCAL AGREEMENT

WHEREAS, the City of Shawnee (hereinafter "City"), a municipal corporation and governmental agency within the State of Oklahoma, desires to enter into this Agreement ("hereinafter" Agreement") with the Pottawatomie County Commissioners on behalf of the County of Pottawatomie, a governmental agency, (hereinafter "County"), regarding the paving/repair of street(s) and roads owned by the City (hereinafter "Streets), and in consideration of the mutual benefit of the parties and for good and valuable consideration, the parties do hereby agree as follows, to wit:

WHEREAS, the City, acting in the best interests of the community and recognizing the general community benefit from the use of the County to provide paving/repair of streets and/or roads within the City for the betterment of the City, desires to allow the County to provide paving/repair at their discretion, that serves the citizens of the County and the City.

WHEREAS, the City recognizes that it has limited funds and staff to provide these services and has determined that its available funds may be most efficiently administered by contracting for this service with the County pursuant to the Interlocal Cooperation Act, 74 O.S., section 101 *et seq.*

WHEREAS, the City recognizes that street and/or road paving and/or repair is in need and is in need of the County to provide the paving and/or repair at their discretion for the benefit of the City and for use of the County.

WHEREAS, the City shall provide the streets and/or roads and manage the streets and/or roads in accordance with the Agreement and the parties also agree that no funds or transfers in lieu of funds concerning street and/or road paving and/or repair of these streets shall accrue directly or indirectly to the benefit of any private individual.

WHEREAS, the City and County agree that the City solely responsible for all upkeep, repairs, alterations, additions, or improvements of the streets and/or roads after repairs and will hold the County harmless from any liability from same.

WHEREAS, the City and County agree that the City shall be responsible for compliance with all local zoning ordinances and other applicable state and federal mandates regarding the street and/or road paving and/or repair and will hold the County harmless from any liability from same.

WHEREAS, the City and County agree that the City shall not allow the streets/roads to be used in any manner to further assist any plan or program of an organization that discriminates in violation of any applicable state and federal anti-discrimination laws, and shall hold the County harmless from any liability from same.

WHEREAS, the City and County agree that County shall have no financial obligations and the City shall hold the County harmless from any financial liability, express or implied, arising out of the County's providing the services.

WHEREAS, the City and County agree that the County shall secure and maintain a general liability insurance policy covering single or multiple persons injured during the County's paving and/or repair process and the County shall hold the City harmless from any liability arising from such personal injuries or claims arising from the repairs. The City shall assume liability for injuries by persons that use these designated areas after the County completes the paving/repairs. The City shall assume liability for injuries by persons that use these designated streets/roads after the County completes the services.

WITNESSETH:

ARTICLE 1. Parties. THIS Agreement shall begin on date set forth at the end of this Agreement for the that street and/or road paving and/or repair in the City of Shawnee.

ARTICLE 2. State of Repair. The City agrees to maintain the streets/roads in a good state of repair, ordinary wear and tear excepted. Maintaining the Street(s) and/or Road(s) is solely and completely the responsibility of the City of Shawnee. The County is not assuming this responsibility and can withdraw the agreement to assist the City of Shawnee with street, road paving and/or repair at any time.

ARTICLE 3. Entire Agreement This Agreement represents the whole of the agreement between the parties and may not be altered or amended except in writing signed and executed by both. There are no other agreements, oral or written, precedent or contemporaneous. This Agreement shall be enforced under the laws of the State of Oklahoma.

This Agreement is entered into for good and sufficient consideration and both parties have executed the same of their own free will and for their mutual benefit and by the execution of the signatures of the duly authorized representatives of the respective parties hereto represent that the consideration is sufficient to bind them during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the

18 day of June, 2018.

CITY OF SHAWNEE, OKLAHOMA

By _____
Mayor

Pottawatomie County Commissioners

By _____
Chairman

_____
Commissioner

_____
Commissioner

ATTEST:

_____
CITY CLERK

Regular Board of Commissioners **8.d.**

Meeting Date: 07/16/2018

City Clerk Memo

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Confirm and approve the City Manager's hiring of Lisa Lasyone, CMC as the City Clerk.

Attachments

City Clerk Memo

City of Shawnee
OKLAHOMA

Office of the City Manager

MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Justin Erickson, City Manager

AGENDA: July 16, 2018

RE: Department Head Appointment: City Clerk

After conducting an internal job search, reviewing applications and conducting interviews, I have extended an employment offer to Lisa Lasyone to be the City's next City Clerk, subject to approval by the City Commission. In accordance with the City Charter, *"the appointments of all heads of departments shall not become effective until they have been approved by the Board of Commissioners"* (Article V, Section 2).

Ms. Lasyone has worked for the City of Shawnee since 2007 serving as Engineering Department Secretary, Deputy City Clerk and Senior Deputy City Clerk. She has graduated from the Oklahoma Municipal Clerks Institute and has also obtained the Certified Municipal Clerk (CMC) certification issued by the International Institute of Municipal Clerks. Her official appointment would begin on August 27.

I believe Ms. Lasyone will serve the City well in this position.

Regular Board of Commissioners **8.e.1.**

Meeting Date: 07/16/2018

Traffic Commission Recommendations

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of request by Delbert Totty to close the median on Kickapoo at Poplar Street.

BOARD RECOMMENDATION: Board recommends denial of request.
STAFF RECOMMENDATION: Staff recommends denial of request.

Attachments

Traffic Comm. Recom.

BOARD RECOMMENDATIONS
TRAFFIC COMMISSION
JUNE 26, 2018 MEETING

1. Consideration of request by Delbert Totty to close the median on Kickapoo at Poplar Street

   STAFF RECOMMENDATION: Staff recommends denial of request
   BOARD RECOMMENDATION: Board recommends denial of request

Regular Board of Commissioners **8.e.**

Meeting Date: 07/16/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Traffic Commission Recommendations

Attachments

No file(s) attached.

Regular Board of Commissioners **8.f.**

Meeting Date: 07/16/2018

Certification of Elections

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize the authentication of the Certification of Elections.

Attachments

Certification of Elections

OFFICIAL CERTIFICATE OF VOTES

POTTAWATOMIE COUNTY, OKLAHOMA

JUNE 26, 2018

CITY OF SHAWNEE

FOR WARD ONE COMMISSIONER CITY OF SHAWNEE

Precinct	ED BOLT	STEVE PALMER
POTTAWATOMIE COUNTY PCT 630001	5	5
POTTAWATOMIE COUNTY PCT 630002	173	169
POTTAWATOMIE COUNTY PCT 630003	294	301
POTTAWATOMIE COUNTY PCT 630006	249	223
POTTAWATOMIE COUNTY PCT 630007	338	262
POTTAWATOMIE COUNTY PCT 630009	154	98
POTTAWATOMIE COUNTY PCT 630011	355	236
POTTAWATOMIE COUNTY PCT 630012	396	240
POTTAWATOMIE COUNTY PCT 630013	524	341
POTTAWATOMIE COUNTY PCT 630015	384	395
POTTAWATOMIE COUNTY PCT 630018	360	296
POTTAWATOMIE COUNTY PCT 630022	64	38
POTTAWATOMIE COUNTY PCT 630024	12	16
POTTAWATOMIE COUNTY PCT 630025	53	56
POTTAWATOMIE COUNTY PCT 630026	14	10
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**3,375**	**2,686**

OFFICIAL CERTIFICATE OF VOTES

POTTAWATOMIE COUNTY, OKLAHOMA

JUNE 26, 2018

CITY OF SHAWNEE

PROPOSITION NO. 1 CITY OF SHAWNEE

Precinct	FOR THE PROPOSITION - YES	AGAINST THE PROPOSITION - NO
POTTAWATOMIE COUNTY PCT 630001	11	0
POTTAWATOMIE COUNTY PCT 630002	273	87
POTTAWATOMIE COUNTY PCT 630003	542	102
POTTAWATOMIE COUNTY PCT 630006	433	55
POTTAWATOMIE COUNTY PCT 630007	549	90
POTTAWATOMIE COUNTY PCT 630009	225	41
POTTAWATOMIE COUNTY PCT 630011	550	85
POTTAWATOMIE COUNTY PCT 630012	591	85
POTTAWATOMIE COUNTY PCT 630013	831	84
POTTAWATOMIE COUNTY PCT 630015	700	125
POTTAWATOMIE COUNTY PCT 630018	596	101
POTTAWATOMIE COUNTY PCT 630022	94	15
POTTAWATOMIE COUNTY PCT 630024	22	8
POTTAWATOMIE COUNTY PCT 630025	97	20
POTTAWATOMIE COUNTY PCT 630026	18	8
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**5,532**	**906**

OFFICIAL CERTIFICATE OF VOTES

POTTAWATOMIE COUNTY, OKLAHOMA

JUNE 26, 2018

CITY OF SHAWNEE

PROPOSITION NO. 2 CITY OF SHAWNEE

Precinct	FOR THE PROPOSITION - YES	AGAINST THE PROPOSITION - NO
POTTAWATOMIE COUNTY PCT 630001	12	0
POTTAWATOMIE COUNTY PCT 630002	254	98
POTTAWATOMIE COUNTY PCT 630003	515	125
POTTAWATOMIE COUNTY PCT 630006	401	79
POTTAWATOMIE COUNTY PCT 630007	525	108
POTTAWATOMIE COUNTY PCT 630009	215	47
POTTAWATOMIE COUNTY PCT 630011	528	100
POTTAWATOMIE COUNTY PCT 630012	567	101
POTTAWATOMIE COUNTY PCT 630013	792	118
POTTAWATOMIE COUNTY PCT 630015	657	160
POTTAWATOMIE COUNTY PCT 630018	570	123
POTTAWATOMIE COUNTY PCT 630022	82	25
POTTAWATOMIE COUNTY PCT 630024	19	11
POTTAWATOMIE COUNTY PCT 630025	93	23
POTTAWATOMIE COUNTY PCT 630026	16	10
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**5,246**	**1,128**

CITY OF SHAWNEE
PROPOSITION NO. 3 CITY OF SHAWNEE

Precinct	FOR THE PROPOSITION - YES	AGAINST THE PROPOSITION - NO
POTTAWATOMIE COUNTY PCT 630001	11	0
POTTAWATOMIE COUNTY PCT 630002	228	121
POTTAWATOMIE COUNTY PCT 630003	460	174
POTTAWATOMIE COUNTY PCT 630006	356	123
POTTAWATOMIE COUNTY PCT 630007	488	137
POTTAWATOMIE COUNTY PCT 630009	210	56
POTTAWATOMIE COUNTY PCT 630011	490	127
POTTAWATOMIE COUNTY PCT 630012	531	132
POTTAWATOMIE COUNTY PCT 630013	755	152
POTTAWATOMIE COUNTY PCT 630015	608	202
POTTAWATOMIE COUNTY PCT 630018	515	178
POTTAWATOMIE COUNTY PCT 630022	84	24
POTTAWATOMIE COUNTY PCT 630024	18	12
POTTAWATOMIE COUNTY PCT 630025	86	30
POTTAWATOMIE COUNTY PCT 630026	17	10
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**4,857**	**1,478**

OFFICIAL CERTIFICATE OF VOTES

POTTAWATOMIE COUNTY, OKLAHOMA

JUNE 26, 2018

CITY OF SHAWNEE

PROPOSITION NO. 4 CITY OF SHAWNEE

Precinct	FOR THE PROPOSITION - YES	AGAINST THE PROPOSITION - NO
POTTAWATOMIE COUNTY PCT 630001	7	5
POTTAWATOMIE COUNTY PCT 630002	148	211
POTTAWATOMIE COUNTY PCT 630003	334	319
POTTAWATOMIE COUNTY PCT 630006	229	267
POTTAWATOMIE COUNTY PCT 630007	322	318
POTTAWATOMIE COUNTY PCT 630009	143	129
POTTAWATOMIE COUNTY PCT 630011	324	324
POTTAWATOMIE COUNTY PCT 630012	390	291
POTTAWATOMIE COUNTY PCT 630013	529	401
POTTAWATOMIE COUNTY PCT 630015	401	432
POTTAWATOMIE COUNTY PCT 630018	331	371
POTTAWATOMIE COUNTY PCT 630022	54	57
POTTAWATOMIE COUNTY PCT 630024	10	20
POTTAWATOMIE COUNTY PCT 630025	42	76
POTTAWATOMIE COUNTY PCT 630026	10	17
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**3,274**	**3,238**

WE, THE DULY APPOINTED MEMBERS OF THE POTTAWATOMIE COUNTY ELECTION BOARD, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT NUMBER OF VOTES CAST IN THE ELECTION HELD ON 6/26/2018. RESULTS OF SAID ELECTION ARE SHOWN ABOVE. DATED AT SHAWNEE, OKLAHOMA, THIS 29th DAY OF JUNE, 2018.

Peggy J Harwell

CHAIRMAN

Doris Norton

VICE-CHAIRMAN

Joanne Stone

SECRETARY

POTTAWATOMIE COUNTY ELECTION BOARD SECRETARY

Regular Board of Commissioners **8.g.**

Meeting Date: 07/16/2018

Prop One and Two

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize the Mayor to sign the Mayor's Certification regarding Propositions I and II.

Attachments

Proposition I and II

MUNICIPAL CERTIFICATION OF CHARTER ELECTION RESULTS
[Propositions I & II]

STATE OF OKLAHOMA)
) ss
COUNTY OF POTTAWATOMIE)

Now, on this ____ day of July, I Attest to the following:

1. I, Richard Finley, am the duly appointed Mayor of the City of Shawnee, Oklahoma.

2. That on June 26, 2018, pursuant to Resolution No. 6556, there was held a general election in the City of Shawnee, Oklahoma, that proposed to approve and adopt Ordinance No. 2626NS which Amended Section Four (4) and Section Six (6) of Article III of the Charter of the City of Shawnee, Oklahoma, to change the time for the beginning of terms for the office for the Mayor and the City Commissioners ("Proposition I"), and also providing for the dates of appointment of the Vice Mayor ("Proposition II"). See the attached Ordinance No. 2626NS and Resolution No. 6556.

3. The Charter Election of Propositions I & II were conducted in compliance with the Oklahoma Constitution, and State statutes regulating Municipal Charters 11 O.S. §§ 101 *et seq*., including, 13-105 regulating the Preparation of Charter, and 11 O.S. §13-106 regulating Notice of Charter Election. See attached Affidavits of Publication.

4. The Charter Election of Propositions I & II passed by a majority vote of YES by the city electorate. The Results were Certified as true and accurate by the Pottawatomie County Election Board. See the attached Oklahoma Certification Report.

5. That, as the Mayor of the City, <u>and pursuant to 11 O.S. § 13-107</u>, I hereby Certify the Results of the Charter Election of Proposition I & II, and therefore also Certify the approved Charter Amendments referenced in Proposition I & II.

_____
RICHARD FINLEY, MAYOR

6. The contents of this Certification are hereby authenticated by the Seal of the Municipality, below:

   [Seal of Municipality]

City of Shawnee, Oklahoma
Certification of Charter Amendment Election Results of June 26, 2018

Ordinance No. 2626NS
[Charter Amendment]

ORDINANCE NO. 2626NS

AN ORDINANCE RELATED TO TERMS OF MAYOR AND CITY COMMISSIONERS AND APPOINTMENT OF THE VICE MAYOR, AMENDING SECTION FOUR AND SECTION SIX OF ARTICLE III OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, CHANGING THE TIME FOR THE BEGINNING OF TERMS FOR THE MAYOR AND CITY COMMISSIONERS TO CONFORM WITH ELECTION DATES AND SETTING THE TIME FOR APPOINTMENT OF VICE MAYOR; AND SETTING THE EFFECTIVE DATE AND PROVIDING FOR SEVERABILITY.

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

Section 1. AMENDATORY. That Section Four of Article III of the Charter of the City of Shawnee, Oklahoma, is hereby amended to read as follows:

Section 4. Terms of office of mayor and commissioners.

> The mayor shall serve for four (4) years or until their successor is elected and qualified. The other commissioners shall serve for four (4) years or until their successors are elected and qualified. The terms of office of mayor and commissioners shall begin on the first Monday in the month following the general election, or runoff election as applicable. The terms of office of those commissioners or the mayor elected to fill vacancies at a special election, as provided in Article VIII hereof, shall begin with the next meeting of the board of commissioners following the official results of the special election.

Section 2. AMENDATORY. That Section Six of Article III of the Charter of the City of Shawnee, Oklahoma, is hereby amended to read as follows:

Section 6. Vice-mayor.

> The council shall appoint one (1) of its members vice-mayor for a term of one (1) year on the first Monday in the month following the general election or after the runoff election if applicable that particular year, or on the first Commission meeting in July in years without an election. The vice-mayor shall act as mayor during the absence of the mayor. If the office of mayor becomes vacant, then the vice-mayor shall serve as mayor until the next general or special municipal election, and until a new mayor is elected and qualified. Provided, where the office of mayor becomes vacant and the vice-mayor serves as mayor until the next general or special municipal election, the commissioner's seat held by the vice-mayor shall not be deemed vacant. The vice-mayor shall have no authority to make appointments or remove officers appointed by the mayor, except where a vacancy exists in the office of mayor and the vice-mayor is serving as mayor until the election of a successor.

Section 3. EFFECTIVE DATE. This ordinance shall become and be effective on and after a majority of the votes cast in the election on the charter amendment, as certified by the secretary of the county election board, are in favor of adopting the proposed amendments to the charter, the charter shall be so amended, certified and authenticated by the mayor, and submitted to the Governor for approval. Upon approval, the charter as amended shall become the organic law of the municipality and supersede any existing charter and all ordinances in conflict with it. This ordinance shall remain in effect and not be repealed unless repealed by a majority of the registered voters of the City of Shawnee, Oklahoma, voting to repeal the same in the manner required by law.

Section 4. SEVERABILITY. The provisions above are hereby declared to be severable and if any section, paragraph, sentence or clause of this ordinance is for any reason held invalid or inoperative by any Court of competent jurisdiction, such decision shall not affect any other section, paragraph, sentence or clause hereof.

PASSED AND APPROVED this 5 day of March, 2018.

RICHARD FINLEY, MAYOR

ATTEST:
(SEAL)

THE CITY OF SHAWNEE OKLAHOMA SEAL

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this 12 day of March, 2018.

JOSEPH M. VORNDRAN
CITY ATTORNEY

Affidavit of Publication

The Shawnee News-Star
215 N. Bell
Shawnee OK 74801
(405) 273-4200

ORDINANCE NO. 2626NS

AN ORDINANCE RELATED TO TERMS OF MAYOR AND CITY COMMISSIONERS AND APPOINTMENT OF THE VICE MAYOR, AMENDING SECTION FOUR AND SECTION SIX OF ARTICLE III OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, CHANGING THE TIME FOR THE BEGINNING OF TERMS FOR THE MAYOR AND CITY COMMISSIONERS TO CONFORM WITH ELECTION DATES AND SETTING THE TIME FOR APPOINTMENT OF VICE MAYOR; AND SETTING THE EFFECTIVE DATE AND PROVIDING FOR SEVERABILITY.

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

Section 1. AMENDATORY. That Section Four of Article III of the Charter of the City of Shawnee, Oklahoma, is hereby amended to read as follows:

Section 4. Terms of office of mayor and commissioners.

The mayor shall serve for four (4) years or until their successor is elected and qualified. The other commissioners shall serve for four (4) years or until their successors are elected and qualified. The terms of office of mayor and commissioners shall begin on the first Monday in the month following the general election, or runoff election as applicable. The terms of office of those commissioners or the mayor elected to fill vacancies at a special election, as provided in Article VIII hereof, shall begin with the next meeting of the board of commissioners following the official results of the special election.

Section 2. AMENDATORY. That Section Six of Article III of the Charter of the City of Shawnee, Oklahoma, is hereby amended to read as follows:

Section 6. Vice-mayor.

The council shall appoint one (1) of its members vice-mayor for a term of one (1) year on the first Monday in the month following the general election or after the runoff election if applicable that particular year, or on the first Commission meeting in July in years without an election. The vice-

State of Oklahoma
County of Pottawatomie

I, Wanda Westerman, of lawful age, being duly sworn upon oath, deposes and says that I am the Legal Advertising Account Executive of The Shawnee News-Star, a Daily publication that is a "legal newspaper" as that phrase is defined in 25 O.S. §106 for the City of Shawnee, for the County of Pottawatomie, in the State of Oklahoma, and that the attachment hereto contains a true and correct copy of what was actually published in said legal newspaper in consecutive issues on the following date(s):

Insertion Date(s): Apr. 27th, 2018
Publishing Fee: $108.65

Wanda Westerman

Wanda Westerman, Account Executive

Signed and sworn to before me this 27th day of April, 2018.

Shoopman

Danielle Shoopman, Notary Public
My Commission Expires: March 5th, 2022
Commission No18002220

NOTARY PUBLIC OKLAHOMA
DANIELLE NICOLE SHOOPMAN
Notary Public
State of Oklahoma
Commission #18002220
My Comm. Expires 3/5/2022

RECEIVED
MAY 01 2018
CITY CLERK

mayor shall act as mayor during the absence of the mayor. If the office of mayor becomes vacant, then the vice-mayor shall serve as mayor until the next general or special municipal election, and until a new mayor is elected and qualified. Provided, where the office of mayor becomes vacant and the vice-mayor serves as mayor until the next general or special municipal election, the commissioner's seat held by the vice-mayor shall not be deemed vacant. The vice-mayor shall have no authority to make appointments or remove officers appointed by the mayor, except where a vacancy exists in the office of mayor and the vice-mayor is serving as mayor until the election of a successor.

Section 3. EFFECTIVE DATE. This ordinance shall become and be effective on and after a majority of the votes cast in the election on the charter amendment, as certified by the secretary of the county election board, are in favor of adopting the proposed amendments to the charter, the charter shall be so amended, certified and authenticated by the mayor, and submitted to the Governor for approval. Upon approval, the charter as amended shall become the organic law of the municipality and supersede any existing charter and all ordinances in conflict with it. This ordinance shall remain in effect and not be repealed unless repealed by a majority of the registered voters of the City of Shawnee, Oklahoma, voting to repeal the same in the manner required by law.

Section 4. SEVERABILITY. The provisions above are hereby declared to be severable and if any section, paragraph, sentence or clause of this ordinance is for any reason held invalid or inoperative by any Court of competent jurisdiction, such decision shall not affect any other section, paragraph, sentence or clause hereof.
(Published in the Shawnee News-Star on April 27th, 2018)

Affidavit of Publication

ORDINANCE NO. 2626NS

AN ORDINANCE RELATED TO TERMS OF MAYOR AND CITY COMMISSIONERS AND APPOINTMENT OF THE VICE MAYOR, AMENDING SECTION FOUR AND SECTION SIX OF ARTICLE III OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, CHANGING THE TIME FOR THE BEGINNING OF TERMS FOR THE MAYOR AND CITY COMMISSIONERS TO CONFORM WITH ELECTION DATES AND SETTING THE TIME FOR APPOINTMENT OF VICE MAYOR; AND SETTING THE EFFECTIVE DATE AND PROVIDING FOR SEVERABILITY.

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

Section 1. AMENDATORY. That Section Four of Article III of the Charter of the City of Shawnee, Oklahoma, is hereby amended to read as follows:

Section 4. Terms of office of mayor and commissioners.

The mayor shall serve for four (4) years or until their successor is elected and qualified. The other commissioners shall serve for four (4) years or until their successors are elected and qualified. The terms of office of mayor and commissioners shall begin on the first Monday in the month following the general election, or runoff election as applicable. The terms of office of those commissioners or the mayor elected to fill vacancies at a special election, as provided in Article VIII hereof, shall begin with the next meeting of the board of commissioners following the official results of the special election.

Section 2. AMENDATORY. That Section Six of Article III of the Charter of the City of Shawnee, Oklahoma, is hereby amended to read as follows:

Section 6. Vice-mayor.

The council shall appoint one (1) of its members vice-mayor for a term of one (1) year on the first Monday in the month following the general election or after the runoff election if applicable that particular year, or on the first Commission meeting in July in years without an election. The vice-mayor shall act as mayor during the absence of the mayor. If the office of mayor becomes vacant, then the vice-mayor shall serve as mayor until the next general or special municipal election, and until a new mayor is elected and qualified. Provided, where the office of mayor becomes vacant and the vice-mayor serves as mayor until the next general or special municipal election, the commissioner's seat held by the vice-mayor shall not be deemed vacant. The vice-mayor shall have no authority to make appointments or remove officers appointed by the mayor, except where a vacancy exists in the office of mayor and the vice-mayor is serving as mayor until the election of a successor.

Section 3. EFFECTIVE DATE. This ordinance shall become and be effective on and after a majority of the votes cast in the election on the charter amendment, as certified by the secretary of the county election board, are in favor of adopting the proposed amendments to the charter, the charter shall be so amended, certified and authenticated by the mayor, and submitted to the Governor for approval. Upon approval, the charter as amended shall become the organic law of the municipality and supersede any existing charter and all ordinances in conflict with it. This ordinance shall remain in effect and not be repealed unless repealed by a majority of the registered voters of the City of Shawnee, Oklahoma, voting to repeal the same in the manner required by law.

Section 4. SEVERABILITY. The provisions above are hereby declared to be severable and if any section, paragraph, sentence or clause of this ordinance is for any reason held invalid or inoperative by any Court of competent jurisdiction, such decision shall not affect any other section, paragraph, sentence or clause hereof.

PASSED AND APPROVED this 5th day of March 2018.

s/ Richard Finley
RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

/s/ Phylllis Loftis
PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this 12th day of March 2018.

s/ Joseph M. Vorndran
/JOSEPH M. VORNDRAN
CITY ATTORNEY
(Published in the Shawnee News-Star on April 28th, 2018)

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'4801
200

State of Oklahoma
County of Pottawatomie

:rman, of lawful age, being duly sworn upon
and says that I am the Legal Advertising
:utive of The Shawnee News-Star, a Daily
at is a "legal newspaper" as that phrase is
O.S. §106 for the City of Shawnee, for the
ttawatomie, in the State of Oklahoma, and
ment hereto contains a true and correct copy
ctually published in said legal newspaper in
sues on the following date(s):

(s): Apr. 28th, 2018
e: $0.00

Wanda Westerman

Wanda Westerman, Account Executive

n to before me this 30th day of April, 2018.

man

an, Notary Public
Expires: March 5th, 2022
18002220

DANIELLE NICOLE SHOOPMAN
Notary Public
State of Oklahoma
Commission #18002220
My Comm. Expires 3/5/2022

City of Shawnee, Oklahoma
Certification of Charter Amendment Election Results of June 26, 2018

Resolution No. 6556
[Propositions I & II]

RESOLUTION NO. 6556

A RESOLUTION CALLING FOR, AND PROVIDING FOR, THE HOLDING OF A GENERAL ELECTION IN THE CITY OF SHAWNEE, OKLAHOMA, FOR THE PURPOSE OF ADOPTING AN ORDINANCE AMENDING SECTION FOUR AND SECTION SIX OF ARTICLE III OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, CHANGING THE TIME FOR THE BEGINNING OF TERMS FOR THE OFFICE FOR THE MAYOR AND THE CITY COMMISSIONERS, AND ALSO PROVIDING FOR THE DATES OF APPOINTMENT OF THE VICE MAYOR; PROVIDING FOR SAID ELECTION TO BE CONDUCTED BY THE POTTAWATOMIE COUNTY ELECTION BOARD, AND PROVIDING FOR VOTING BY ABSENTEE BALLOT.

WHEREAS, in 2013 the people of the City of Shawnee enacted certain amendments to the City's Charter in order to conform with changes to Oklahoma election law; and

WHEREAS, as a result of those changes, the terms of the Mayor and Commissioners do not begin until the first Monday in the month following their election; and

WHEREAS, as further result of the changes, the Vice-Mayor is appointed annually on the first Monday in the month following the Election of the Mayor and Commissioners; or on the first Monday in the month following a Runoff Election; or on the first Commission meeting in July in those years without an election; and

WHEREAS, these results were unintended and interfere with the orderly conduct of City business; and

WHEREAS, the Mayor and City Commission of the City of Shawnee have determined that the Charter should be amended to correct these unintended results; and

WHEREAS, the ordinance making the corrections cannot become law without an election being set and a favorable vote by more than one-half of the voters taking part in said election.

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

Section 1. Call for Election.

That the general question be set for election on the 26th day of June, 2018, to allow the electorate of the City of Shawnee, Oklahoma to vote whether or not to adopt the proposed amendments to the Charter of the City of Shawnee, pursuant to 26 O.S. Section 1-102; 26 O.S. Section 1-103 and 26 O.S. Section 5-110.

Section 2. Purpose of Election.

The special questions to be voted on in said election is to determine whether the City of Shawnee will adopt an Ordinance amending the Charter to set the term of office for Mayor and

Commissioners to begin on the first Monday in the month following their election or runoff election and to appoint the vice-mayor annually on the first Monday in the month following the general election or after the runoff election, if applicable, that particular year, or on the first Commission meeting in July in years without an election.

Section 3. Propositions

Proposition I

Shall the City of Shawnee, State of Oklahoma, approve Section 1 of Ordinance No. 2626NS amending Section Four, Article III of the Charter of the City of Shawnee, Oklahoma, to provide that the Mayor and Commissioners of the City shall take office on the first Monday in the month following their election, or runoff election as applicable?

	For the above proposition
	Against the above proposition

Proposition II

Shall the City of Shawnee, State of Oklahoma, approve Section 2 of Ordinance No. 2626NS amending Section Six, Article III of the Charter of the City of Shawnee, Oklahoma, to provide that the vice-mayor shall be appointed annually on one of the following appropriate dates:

A On the first Monday in the month following the general election of the Mayor and Commissioners; or

B On the first Monday in the month following a runoff election, if applicable that particular year; or

C On the first commission meeting in July in years without an election?

	For the above proposition
	Against the above proposition

Section 4. Conduct of Election.

The County Election Board shall prepare all ballots and conduct the election provided for herein in the manner set forth in accordance with the Charter of the City of Shawnee and the laws of the State of Oklahoma. The polls of said election shall be open at seven o'clock a.m., and shall remain open continuously until and be closed at seven o'clock p.m. on the designated day.

Section 5. Absentee ballots.

Registered, qualified electors may vote in said election by absentee ballot. Absentee ballots shall be obtained from the Secretary of the County Election Board and shall be requested, cast and returned in the manner described by the election laws of the State of Oklahoma relating to voting by absentee ballot.

PASSED AND APPROVED this 5 day of March, 2018.

THE CITY OF SHAWNEE SEAL OKLAHOMA

RICHARD FINLEY, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

City of Shawnee, Oklahoma
Certification of Charter Amendment Election Results of June 26, 2018

Resolution No. 6556
AFFIDAVIT OF PUBLICATION
[11 O.S. § 13-106]

Affidavit of Publication

The Shawnee News-Star
215 N. Bell
Shawnee OK 74801
(405) 273-4200

NOTICE OF ELECTION

PURSUANT TO RESOLUTION NO. 6557 OF THE CITY COMMISSION FOR THE CITY OF SHAWNEE, OKLAHOMA, THERE SHALL BE HELD A GENERAL ELECTION IN THE CITY OF SHAWNEE, OKLAHOMA, FOR THE PURPOSE OF ADOPTING AN ORDINANCE AMENDING SECTION SEVEN OF ARTICLE XIV OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, CHANGING THE METHOD OF ORDERING THE HOLDING OF ELECTIONS BY RESOLUTION, WHICH CONFORMS WITH STATE LAW; AND THAT SAID ELECTION SHALL BE CONDUCTED BY THE POTTAWATOMIE COUNTY ELECTION BOARD; AND THAT QUALIFIED ELECTORS MAY VOTE ON SAID ELECTION BY ABSENTEE BALLOT.

Section 1. Call for Election.

That the general question be set for election on the 26th day of June, 2018, to allow the electorate of the City of Shawnee, Oklahoma to vote whether or not to adopt the proposed amendments to the Charter of the City of Shawnee, pursuant to 26 O.S. Section 1-102; 26 O.S. Section 1-103 and 26 O.S. Section 5-110.

Section 2. Purpose of Election.

The special question to be voted on in said election is to determine whether the City of Shawnee will adopt an Ordinance amending the Charter to change the method of calling for elections by resolution, which conforms to state law.

Section 3. Proposition.

Proposition III

Shall the City of Shawnee, State of Oklahoma, approve Section 1 of Ordinance No. 2627NS amending Section Seven, Article XIV of the Charter of the City of Shawnee, Oklahoma, to change the method of ordering the holding of elections by resolution, which conforms with state law?

____For the above proposition

____Against the above proposition

Section 4. Conduct of Election.

State of Oklahoma
County of Pottawatomie

I, Wanda Westerman, of lawful age, being duly sworn upon oath, deposes and says that I am the Legal Advertising Account Executive of The Shawnee News-Star, a Daily publication that is a "legal newspaper" as that phrase is defined in 25 O.S. §106 for the City of Shawnee, for the County of Pottawatomie, in the State of Oklahoma, and that the attachment hereto contains a true and correct copy of what was actually published in said legal newspaper in consecutive issues on the following date(s):

Insertion Date(s): May 15th, 22nd, 29th, 2018
Publishing Fee: $204.12

Wanda Westerman

Wanda Westerman, Account Executive

Signed and sworn to before me this 29th day of May, 2018.

Shoopman

Danielle Shoopman, Notary Public
My Commission Expires: March 5th, 2022
Commission No18002220

NOTARY PUBLIC OKLAHOMA
DANIELLE NICOLE SHOOPMAN
Notary Public
State of Oklahoma
Commission #18002220
My Comm. Expires 3/5/2022

The County Election Board shall prepare all ballots and conduct the election provided for herein in the manner set forth in accordance with the Charter of the City of Shawnee and the laws of the State of Oklahoma. The polls of said election shall be open at seven o'clock a.m., and shall
remain open continuously until and be closed at seven o'clock p.m. on the designated day.

Section 5. Absentee ballots.

Registered, qualified electors may vote in said election by absentee ballot. Absentee ballots shall be obtained from the Secretary of the County Election Board and shall be requested, cast and returned in the manner described by the election laws of the State of Oklahoma relating to voting by absentee ballot.

NOTICE TO THE PUBLIC HEREBY GIVEN THIS 16th day of April, 2018.

(SEAL)

/s/ Phyllis Loftis
PHYLLIS LOFTIS, CMC, CITY CLERK
(Published in the Shawnee News-Star on May 15th, 22nd & 29th, 2018)

Certificate of Election Results of Proposition III by Pott. County Election Board [Props. I & II, Pgs. 2 & 3]

OFFICIAL CERTIFICATE OF VOTES
POTTAWATOMIE COUNTY, OKLAHOMA
JUNE 26, 2018

CITY OF SHAWNEE

FOR WARD ONE COMMISSIONER CITY OF SHAWNEE

Precinct	ED BOLT	STEVE PALMER
POTTAWATOMIE COUNTY PCT 630001	5	5
POTTAWATOMIE COUNTY PCT 630002	173	169
POTTAWATOMIE COUNTY PCT 630003	294	301
POTTAWATOMIE COUNTY PCT 630006	249	223
POTTAWATOMIE COUNTY PCT 630007	338	262
POTTAWATOMIE COUNTY PCT 630009	154	98
POTTAWATOMIE COUNTY PCT 630011	355	236
POTTAWATOMIE COUNTY PCT 630012	396	240
POTTAWATOMIE COUNTY PCT 630013	524	341
POTTAWATOMIE COUNTY PCT 630015	384	395
POTTAWATOMIE COUNTY PCT 630018	360	296
POTTAWATOMIE COUNTY PCT 630022	64	38
POTTAWATOMIE COUNTY PCT 630024	12	16
POTTAWATOMIE COUNTY PCT 630025	53	56
POTTAWATOMIE COUNTY PCT 630026	14	10
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**3,375**	**2,686**

CITY OF SHAWNEE

PROPOSITION NO. 1 CITY OF SHAWNEE

Precinct	FOR THE PROPOSITION - YES	AGAINST THE PROPOSITION - NO
POTTAWATOMIE COUNTY PCT 630001	11	0
POTTAWATOMIE COUNTY PCT 630002	273	87
POTTAWATOMIE COUNTY PCT 630003	542	102
POTTAWATOMIE COUNTY PCT 630006	433	55
POTTAWATOMIE COUNTY PCT 630007	549	90
POTTAWATOMIE COUNTY PCT 630009	225	41
POTTAWATOMIE COUNTY PCT 630011	550	85
POTTAWATOMIE COUNTY PCT 630012	591	85
POTTAWATOMIE COUNTY PCT 630013	831	84
POTTAWATOMIE COUNTY PCT 630015	700	125
POTTAWATOMIE COUNTY PCT 630018	596	101
POTTAWATOMIE COUNTY PCT 630022	94	15
POTTAWATOMIE COUNTY PCT 630024	22	8
POTTAWATOMIE COUNTY PCT 630025	97	20
POTTAWATOMIE COUNTY PCT 630026	18	8
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**5,532**	**906**

OFFICIAL CERTIFICATE OF VOTES
POTTAWATOMIE COUNTY, OKLAHOMA
JUNE 26, 2018

CITY OF SHAWNEE

PROPOSITION NO. 2 CITY OF SHAWNEE

Precinct	FOR THE PROPOSITION - YES	AGAINST THE PROPOSITION - NO
POTTAWATOMIE COUNTY PCT 630001	12	0
POTTAWATOMIE COUNTY PCT 630002	254	98
POTTAWATOMIE COUNTY PCT 630003	515	125
POTTAWATOMIE COUNTY PCT 630006	401	79
POTTAWATOMIE COUNTY PCT 630007	525	108
POTTAWATOMIE COUNTY PCT 630009	215	47
POTTAWATOMIE COUNTY PCT 630011	528	100
POTTAWATOMIE COUNTY PCT 630012	567	101
POTTAWATOMIE COUNTY PCT 630013	792	118
POTTAWATOMIE COUNTY PCT 630015	657	160
POTTAWATOMIE COUNTY PCT 630018	570	123
POTTAWATOMIE COUNTY PCT 630022	82	25
POTTAWATOMIE COUNTY PCT 630024	19	11
POTTAWATOMIE COUNTY PCT 630025	93	23
POTTAWATOMIE COUNTY PCT 630026	16	10
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**5,246**	**1,128**

OFFICIAL CERTIFICATE OF VOTES

POTTAWATOMIE COUNTY, OKLAHOMA

JUNE 26, 2018

CITY OF SHAWNEE

PROPOSITION NO. 3 CITY OF SHAWNEE

Precinct	FOR THE PROPOSITION - YES	AGAINST THE PROPOSITION - NO
POTTAWATOMIE COUNTY PCT 630001	11	0
POTTAWATOMIE COUNTY PCT 630002	228	121
POTTAWATOMIE COUNTY PCT 630003	460	174
POTTAWATOMIE COUNTY PCT 630006	356	123
POTTAWATOMIE COUNTY PCT 630007	488	137
POTTAWATOMIE COUNTY PCT 630009	210	56
POTTAWATOMIE COUNTY PCT 630011	490	127
POTTAWATOMIE COUNTY PCT 630012	531	132
POTTAWATOMIE COUNTY PCT 630013	755	152
POTTAWATOMIE COUNTY PCT 630015	608	202
POTTAWATOMIE COUNTY PCT 630018	515	178
POTTAWATOMIE COUNTY PCT 630022	84	24
POTTAWATOMIE COUNTY PCT 630024	18	12
POTTAWATOMIE COUNTY PCT 630025	86	30
POTTAWATOMIE COUNTY PCT 630026	17	10
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**4,857**	**1,478**

OFFICIAL CERTIFICATE OF VOTES

POTTAWATOMIE COUNTY, OKLAHOMA

JUNE 26, 2018

CITY OF SHAWNEE

PROPOSITION NO. 4 CITY OF SHAWNEE

Precinct	FOR THE PROPOSITION - YES	AGAINST THE PROPOSITION - NO
POTTAWATOMIE COUNTY PCT 630001	7	5
POTTAWATOMIE COUNTY PCT 630002	148	211
POTTAWATOMIE COUNTY PCT 630003	334	319
POTTAWATOMIE COUNTY PCT 630006	229	267
POTTAWATOMIE COUNTY PCT 630007	322	318
POTTAWATOMIE COUNTY PCT 630009	143	129
POTTAWATOMIE COUNTY PCT 630011	324	324
POTTAWATOMIE COUNTY PCT 630012	390	291
POTTAWATOMIE COUNTY PCT 630013	529	401
POTTAWATOMIE COUNTY PCT 630015	401	432
POTTAWATOMIE COUNTY PCT 630018	331	371
POTTAWATOMIE COUNTY PCT 630022	54	57
POTTAWATOMIE COUNTY PCT 630024	10	20
POTTAWATOMIE COUNTY PCT 630025	42	76
POTTAWATOMIE COUNTY PCT 630026	10	17
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**3,274**	**3,238**

WE, THE DULY APPOINTED MEMBERS OF THE POTTAWATOMIE COUNTY ELECTION BOARD, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT NUMBER OF VOTES CAST IN THE ELECTION HELD ON 6/26/2018. RESULTS OF SAID ELECTION ARE SHOWN ABOVE. DATED AT SHAWNEE, OKLAHOMA, THIS 29th DAY OF JUNE, 2018.

Peggy J. Harwell

CHAIRMAN

Doris Norton

VICE-CHAIRMAN

Jeanne Stover

SECRETARY

POTTAWATOMIE COUNTY ELECTION BOARD SECRETARY

ea2470

Regular Board of Commissioners **8.h.**

Meeting Date: 07/16/2018

Proposition III

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize the Mayor to sign the Mayor's Certification regarding Proposition III.

Attachments

Propositon III

MUNICIPAL CERTIFICATION OF CHARTER ELECTION RESULTS
[Proposition III]

STATE OF OKLAHOMA)
) ss
COUNTY OF POTTAWATOMIE)

Now, on this ____ day of July, I Attest to the following:

1. I, Richard Finley, am the duly appointed Mayor of the City of Shawnee, Oklahoma.

2. That on June 26, 2018, , pursuant to Resolution No. 6557, there was held a general election in the City of Shawnee, Oklahoma, that proposed to approve Section 1 of Ordinance No. 2627NS which Amended Section Seven (7) of Article XIV of the Charter of the City of Shawnee, Oklahoma, to change the method of ordering the holding of elections by Resolution, which conforms with State Law ("Proposition III"). See the attached Ordinance No. 2627NS and Resolution No. 6557.

3. The Charter Election of Proposition III was conducted in compliance with the Oklahoma Constitution, and State statutes regulating Municipal Charters 11 O.S. §§ 101 *et seq.*, including, but not limited to, 13-105 [Preparation of Charter], and 11 O.S. §13-106 [Notice of Charter Election]. See attached Affidavits of Publication.

4. The Charter Election of Proposition III passed by a majority vote of YES by the city electorate. The Results were Certified as true and accurate by the Pottawatomie County Election Board. See the attached Oklahoma Certification Report.

5. That, as the Mayor of the City, <u>and pursuant to 11 O.S. § 13-107</u>, I hereby Certify the Results of the Charter Election of Proposition III, and therefore also Certify the approved Charter Amendment referenced in Proposition III.

_____
RICHARD FINLEY, MAYOR

6. The contents of this Certification are hereby authenticated by the Seal of the Municipality, below:

   [Seal of Municipality]

City of Shawnee, Oklahoma
Certification of Charter Amendment Election Results of June 26, 2018

Ordinance No. 2627NS
[Charter Amendment]

ORDINANCE NO. 2627 NS

AN ORDINANCE RELATED TO THE CALLING OF AN ELECTION, AMENDING SECTION SEVEN OF ARTICLE XIV OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, CHANGING THE METHOD OF ORDERING THE HOLDING OF ELECTIONS BY RESOLUTION, WHICH CONFORMS WITH STATE LAW; AND SETTING THE EFFECTIVE DATE AND PROVIDING FOR SEVERABILITY.

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

Section 1. AMENDATORY. That Section Seven of Article XIV of the Charter of the City of Shawnee, Oklahoma, is hereby amended to read as follows:

Section 7. Conduct of election period.

> The Board of Commissioners of the City of Shawnee shall, by resolution, order the holding of all elections, except as otherwise provided in the Charter. All municipal elections in the City of Shawnee shall be conducted by the County Election Board of Pottawatomie County. The election shall be held at the same place and in the same manner as provided for conduct of state and county elections. Polling places shall be open from seven o'clock a.m. to seven o'clock p.m. The precinct election board shall be the same as for state and county elections, provided substitutions, if necessary, may be made by the Pottawatomie County Election Board. Except as otherwise provided by this chapter (Charter), the laws governing state and county runoff and general elections shall be applicable to municipal elections in the City of Shawnee.

Section 2. EFFECTIVE DATE. This ordinance shall become and be effective on and after a majority of the votes cast in the election on the charter amendments, as certified by the secretary of the county election board, are in favor of adopting the proposed amendments to the charter, the charter shall be so amended, certified and authenticated by the mayor, and submitted to the Governor for approval. The Governor shall approve the charter amendments if they are not in conflict with the Constitution and laws of Oklahoma. Upon approval, the charter as amended shall become the organic law of the municipality and supersede any existing charter and all ordinances in conflict with it. This ordinance shall remain in effect and not be repealed unless repealed by a majority of the registered voters of the City of Shawnee, Oklahoma, voting to repeal the same in the manner required by law.

Section 3. SEVERABILITY. The provisions above are hereby declared to be severable and if any section, paragraph, sentence or clause of this ordinance is for any reason held invalid or inoperative by any Court of competent jurisdiction, such decision shall not affect any other section, paragraph, sentence or clause hereof.

PASSED AND APPROVED this 5 day of March, 2018.

Richard Finley
RICHARD FINLEY, MAYOR

THE CITY OF SHAWNEE OKLAHOMA (SEAL)

ATTEST:

Phyllis Loftis
PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this 12 day of March, 2018.

J. M. Vorndran
JOSEPH M. VORNDRAN
CITY ATTORNEY

Affidavit of Publication

The Shawnee News-Star
215 N. Bell
Shawnee OK 74801
(405) 273-4200

ORDINANCE NO. 2627NS

AN ORDINANCE RELATED TO THE CALLING OF AN ELECTION, AMENDING SECTION SEVEN OF ARTICLE XIV OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, CHANGING THE METHOD OF ORDERING THE HOLDING OF ELECTIONS BY RESOLUTION, WHICH CONFORMS WITH STATE LAW; AND SETTING THE EFFECTIVE DATE AND PROVIDING FOR SEVERABILITY.

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

Section 1. AMENDATORY. That Section Seven of Article XIV of the Charter of the City of Shawnee, Oklahoma, is hereby amended to read as follows:

Section 7. Conduct of election period.

The Board of Commissioners of the City of Shawnee shall, by resolution, order the holding of all elections, except as otherwise provided in the Charter. All municipal elections in the City of Shawnee shall be conducted by the County Election Board of Pottawatomie County. The election shall be held at the same place and in the same manner as provided for conduct of state and county elections. Polling places shall be open from seven o'clock a.m. to seven o'clock p.m. The precinct election board shall be the same as for state and county elections, provided substitutions, if necessary, may be made by the Pottawatomie County Election Board. Except as otherwise provided by this chapter (Charter), the laws governing state and county runoff and general elections shall be applicable to municipal elections in the City of Shawnee.

Section 2. EFFECTIVE DATE. This ordinance shall become and be effective on and after a majority of the votes cast in the election on the charter amendments, as certified by the secretary of the county election board, are in favor of adopting the proposed amendments to the charter, the charter shall be so amended, certified and authenticated by the mayor, and submitted to the Governor for approval. The Governor shall approve the charter amendments if they are not in conflict with the Constitution

State of Oklahoma
County of Pottawatomie

I, Wanda Westerman, of lawful age, being duly sworn upon oath, deposes and says that I am the Legal Advertising Account Executive of The Shawnee News-Star, a Daily publication that is a "legal newspaper" as that phrase is defined in 25 O.S. §106 for the City of Shawnee, for the County of Pottawatomie, in the State of Oklahoma, and that the attachment hereto contains a true and correct copy of what was actually published in said legal newspaper in consecutive issues on the following date(s):

Insertion Date(s): Apr. 27th, 2018
Publishing Fee: $97.50

Wanda Westerman

Wanda Westerman, Account Executive

Signed and sworn to before me this 27th day of April, 2018.

Shoopman

Danielle Shoopman, Notary Public
My Commission Expires: March 5th, 2022
Commission No18002220

NOTARY PUBLIC OKLAHOMA
DANIELLE NICOLE SHOOPMAN
Notary Public
State of Oklahoma
Commission #18002220
My Comm. Expires 3/5/2022

RECEIVED
MAY 01 2018
CITY CLERK

and laws of Oklahoma. Upon approval, the charter as amended shall become the organic law of the municipality and supersede any existing charter and all ordinances in conflict with it. This ordinance shall remain in effect and not be repealed unless repealed by a majority of the registered voters of the City of Shawnee, Oklahoma, voting to repeal the same in the manner required by law.

Section 3. SEVERABILITY. The provisions above are hereby declared to be severable and if any section, paragraph, sentence or clause of this ordinance is for any reason held invalid or inoperative by any Court of competent jurisdiction, such decision shall not affect any other section, paragraph, sentence or clause hereof.

PASSED AND APPROVED this 5th day of March, 2018.

/s/ Richard Finley
RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:
/s/ Phyllis Loftis
PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this 12th day of March, 2018.

/s/ Joseph M. Vorndran
JOSEPH M. VORNDRAN
CITY ATTORNEY
(Published in the Shawnee News-Star on April 27th, 2018)

City of Shawnee, Oklahoma
Certification of Charter Amendment Election Results of June 26, 2018

Resolution No. 6557
[Proposition III]

RESOLUTION NO. 6557

A RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A GENERAL ELECTION IN THE CITY OF SHAWNEE, OKLAHOMA, FOR THE PURPOSE OF ADOPTING AN ORDINANCE AMENDING SECTION SEVEN OF ARTICLE XIV OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, CHANGING THE METHOD OF ORDERING THE HOLDING OF ELECTIONS BY RESOLUTION, WHICH CONFORMS WITH STATE LAW; PROVIDING FOR SAID ELECTION TO BE CONDUCTED BY THE POTTAWATOMIE COUNTY ELECTION BOARD, AND PROVIDING FOR VOTING BY ABSENTEE BALLOT.

WHEREAS, in 1999 the people of the City of Shawnee enacted certain amendments to the City's Charter in order to conform with changes to Oklahoma election law; and

WHEREAS, as a result of those changes the conduct of election period requires an ordinance be adopted by the Commission rather than a resolution, which is what the Pottawatomie County Election Board requires; and

WHEREAS, a further result of the changes is that the Commission must adopt and approve by an ordinance and a resolution to hold an election; and

WHEREAS. these results were unintended and interfere with the orderly conduct of City business; and

WHEREAS, the Mayor and City Commission of the City of Shawnee have determined that the Charter should be amended to correct these unintended results; and

WHEREAS, the ordinance making the corrections cannot become law without an election being set and a favorable vote by more than one-half of the voters taking part in said election.

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

Section 1. Call for Election.

That the general question be set for election on the 26th day of June, 2018, to allow the electorate of the City of Shawnee, Oklahoma to vote whether or not to adopt the proposed amendments to the Charter of the City of Shawnee, pursuant to 26 O.S. Section 1-102; 26 O.S. Section 1-103 and 26 O.S. Section 5-110.

Section 2. Purpose of Election.

The special question to be voted on in said election is to determine whether the City of Shawnee will adopt an Ordinance amending the Charter to change the method of calling for elections by resolution, which conforms to state law.

Section 3. Proposition.

Proposition III

Shall the City of Shawnee, State of Oklahoma, approve Section 1 of Ordinance No. 2627NS amending Section Seven, Article XIV of the Charter of the City of Shawnee, Oklahoma, to change the method of ordering the holding of elections by resolution, which conforms with state law?

☐	For the above proposition
☐	Against the above proposition

Section 4. Conduct of Election.

The County Election Board shall prepare all ballots and conduct the election provided for herein in the manner set forth in accordance with the Charter of the City of Shawnee and the laws of the State of Oklahoma. The polls of said election shall be open at seven o'clock a.m., and shall remain open continuously until and be closed at seven o'clock p.m. on the designated day.

Section 5. Absentee ballots.

Registered, qualified electors may vote in said election by absentee ballot. Absentee ballots shall be obtained from the Secretary of the County Election Board and shall be requested, cast and returned in the manner described by the election laws of the State of Oklahoma relating to voting by absentee ballot.

PASSED AND APPROVED this 5 day of March, 2018.

THE CITY OF SHAWNEE SEAL OKLAHOMA

Richard Finley
RICHARD FINLEY, MAYOR

ATTEST:

Phyllis Loftis
PHYLLIS LOFTIS, CMC, CITY CLERK

City of Shawnee, Oklahoma
Certification of Charter Amendment Election Results of June 26, 2018

Resolution No. 6557
AFFIDAVIT OF PUBLICATION
[11 O.S. § 13-106]

Affidavit of Publication

The Shawnee News-Star
215 N. Bell
Shawnee OK 74801
(405) 273-4200

NOTICE OF ELECTION

PURSUANT TO RESOLUTION NO. 6557 OF THE CITY COMMISSION FOR THE CITY OF SHAWNEE, OKLAHOMA, THERE SHALL BE HELD A GENERAL ELECTION IN THE CITY OF SHAWNEE, OKLAHOMA, FOR THE PURPOSE OF ADOPTING AN ORDINANCE AMENDING SECTION SEVEN OF ARTICLE XIV OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, CHANGING THE METHOD OF ORDERING THE HOLDING OF ELECTIONS BY RESOLUTION, WHICH CONFORMS WITH STATE LAW; AND THAT SAID ELECTION SHALL BE CONDUCTED BY THE POTTAWATOMIE COUNTY ELECTION BOARD; AND THAT QUALIFIED ELECTORS MAY VOTE ON SAID ELECTION BY ABSENTEE BALLOT.

Section 1. Call for Election.

That the general question be set for election on the 26th day of June, 2018, to allow the electorate of the City of Shawnee, Oklahoma to vote whether or not to adopt the proposed amendments to the Charter of the City of Shawnee, pursuant to 26 O.S. Section 1-102; 26 O.S. Section 1-103 and 26 O.S. Section 5-110.

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Proposition III

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____For the above proposition

____Against the above proposition

Section 4. Conduct of Election.

State of Oklahoma
County of Pottawatomie

I, Wanda Westerman, of lawful age, being duly sworn upon oath, deposes and says that I am the Legal Advertising Account Executive of The Shawnee News-Star, a Daily publication that is a "legal newspaper" as that phrase is defined in 25 O.S. §106 for the City of Shawnee, for the County of Pottawatomie, in the State of Oklahoma, and that the attachment hereto contains a true and correct copy of what was actually published in said legal newspaper in consecutive issues on the following date(s):

Insertion Date(s): May 15th, 22nd, 29th, 2018
Publishing Fee: $204.12

Wanda Westerman

Wanda Westerman, Account Executive

Signed and sworn to before me this 29th day of May, 2018.

Shoopman

Danielle Shoopman, Notary Public
My Commission Expires: March 5th, 2022
Commission No18002220

NOTARY PUBLIC OKLAHOMA
DANIELLE NICOLE SHOOPMAN
Notary Public
State of Oklahoma
Commission #18002220
My Comm. Expires 3/5/2022

The County Election Board shall prepare all ballots and conduct the election provided for herein in the manner set forth in accordance with the Charter of the City of Shawnee and the laws of the State of Oklahoma. The polls of said election shall be open at seven o'clock a.m., and shall
remain open continuously until and be closed at seven o'clock p.m. on the designated day.

Section 5. Absentee ballots.

Registered, qualified electors may vote in said election by absentee ballot. Absentee ballots shall be obtained from the Secretary of the County Election Board and shall be requested, cast and returned in the manner described by the election laws of the State of Oklahoma relating to voting by absentee ballot.

NOTICE TO THE PUBLIC HEREBY GIVEN THIS 16th day of April, 2018.

(SEAL)

/s/ Phyllis Loftis
PHYLLIS LOFTIS, CMC, CITY CLERK
(Published in the Shawnee News-Star on May 15th, 22nd & 29th, 2018)

Affidavit of Publication

The Shawnee News-Star
215 N. Bell
Shawnee OK 74801
(405) 273-4200

NOTICE OF ELECTION

PURSUANT TO RESOLUTION NO. 6557 OF THE CITY COMMISSION FOR THE CITY OF SHAWNEE, OKLAHOMA, THERE SHALL BE HELD A GENERAL ELECTION IN THE CITY OF SHAWNEE, OKLAHOMA, FOR THE PURPOSE OF ADOPTING AN ORDINANCE AMENDING SECTION SEVEN OF ARTICLE XIV OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, CHANGING THE METHOD OF ORDERING THE HOLDING OF ELECTIONS BY RESOLUTION, WHICH CONFORMS WITH STATE LAW; AND THAT SAID ELECTION SHALL BE CONDUCTED BY THE POTTAWATOMIE COUNTY ELECTION BOARD; AND THAT QUALIFIED ELECTORS MAY VOTE ON SAID ELECTION BY ABSENTEE BALLOT.

Section 1. Call for Election.

That the general question be set for election on the 26th day of June, 2018, to allow the electorate of the City of Shawnee, Oklahoma to vote whether or not to adopt the proposed amendments to the Charter of the City of Shawnee, pursuant to 26 O.S. Section 1-102; 26 O.S. Section 1-103 and 26 O.S. Section 5-110.

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Section 3. Proposition.

Proposition III

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____For the above proposition

____Against the above proposition

Section 4. Conduct of Election.

State of Oklahoma
County of Pottawatomie

I, Wanda Westerman, of lawful age, being duly sworn upon oath, deposes and says that I am the Legal Advertising Account Executive of The Shawnee News-Star, a Daily publication that is a "legal newspaper" as that phrase is defined in 25 O.S. §106 for the City of Shawnee, for the County of Pottawatomie, in the State of Oklahoma, and that the attachment hereto contains a true and correct copy of what was actually published in said legal newspaper in consecutive issues on the following date(s):

Insertion Date(s): May 30th, 2018
Publishing Fee: $0

Wanda Westerman

Wanda Westerman, Account Executive

Signed and sworn to before me this 30th day of May, 2018.

Shoopman

Danielle Shoopman, Notary Public
My Commission Expires: March 5th, 2022
Commission No18002220

NOTARY PUBLIC OKLAHOMA
DANIELLE NICOLE SHOOPMAN
Notary Public
State of Oklahoma
Commission #18002220
My Comm. Expires 3/5/2022

The County Election Board shall prepare all ballots and conduct the election provided for herein in the manner set forth in accordance with the Charter of the City of Shawnee and the laws of the State of Oklahoma. The polls of said election shall be open at seven o'clock a.m., and shall
remain open continuously until and be closed at seven o'clock p.m. on the designated day.

Section 5. Absentee ballots.

Registered, qualified electors may vote in said election by absentee ballot. Absentee ballots shall be obtained from the Secretary of the County Election Board and shall be requested, cast and returned in the manner described by the election laws of the State of Oklahoma relating to voting by absentee ballot.

NOTICE TO THE PUBLIC HEREBY GIVEN THIS 16th day of April, 2018.

(SEAL)

/s/ Phyllis Loftis
PHYLLIS LOFTIS, CMC, CITY CLERK
(Published in the Shawnee News-Star on May 30th, 2018)

Certificate of Election Results of Proposition III by Pott. County Election Board [Prop. III, P. 4]

OFFICIAL CERTIFICATE OF VOTES

POTTAWATOMIE COUNTY, OKLAHOMA

JUNE 26, 2018

CITY OF SHAWNEE

FOR WARD ONE COMMISSIONER CITY OF SHAWNEE

Precinct	ED BOLT	STEVE PALMER
POTTAWATOMIE COUNTY PCT 630001	5	5
POTTAWATOMIE COUNTY PCT 630002	173	169
POTTAWATOMIE COUNTY PCT 630003	294	301
POTTAWATOMIE COUNTY PCT 630006	249	223
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POTTAWATOMIE COUNTY PCT 630009	154	98
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POTTAWATOMIE COUNTY PCT 630015	384	395
POTTAWATOMIE COUNTY PCT 630018	360	296
POTTAWATOMIE COUNTY PCT 630022	64	38
POTTAWATOMIE COUNTY PCT 630024	12	16
POTTAWATOMIE COUNTY PCT 630025	53	56
POTTAWATOMIE COUNTY PCT 630026	14	10
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**3,375**	**2,686**

CITY OF SHAWNEE

PROPOSITION NO. 1 CITY OF SHAWNEE

Precinct	FOR THE PROPOSITION - YES	AGAINST THE PROPOSITION - NO
POTTAWATOMIE COUNTY PCT 630001	11	0
POTTAWATOMIE COUNTY PCT 630002	273	87
POTTAWATOMIE COUNTY PCT 630003	542	102
POTTAWATOMIE COUNTY PCT 630006	433	55
POTTAWATOMIE COUNTY PCT 630007	549	90
POTTAWATOMIE COUNTY PCT 630009	225	41
POTTAWATOMIE COUNTY PCT 630011	550	85
POTTAWATOMIE COUNTY PCT 630012	591	85
POTTAWATOMIE COUNTY PCT 630013	831	84
POTTAWATOMIE COUNTY PCT 630015	700	125
POTTAWATOMIE COUNTY PCT 630018	596	101
POTTAWATOMIE COUNTY PCT 630022	94	15
POTTAWATOMIE COUNTY PCT 630024	22	8
POTTAWATOMIE COUNTY PCT 630025	97	20
POTTAWATOMIE COUNTY PCT 630026	18	8
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**5,532**	**906**

CITY OF SHAWNEE

PROPOSITION NO. 2 CITY OF SHAWNEE

Precinct	FOR THE PROPOSITION - YES	AGAINST THE PROPOSITION - NO
POTTAWATOMIE COUNTY PCT 630001	12	0
POTTAWATOMIE COUNTY PCT 630002	254	98
POTTAWATOMIE COUNTY PCT 630003	515	125
POTTAWATOMIE COUNTY PCT 630006	401	79
POTTAWATOMIE COUNTY PCT 630007	525	108
POTTAWATOMIE COUNTY PCT 630009	215	47
POTTAWATOMIE COUNTY PCT 630011	528	100
POTTAWATOMIE COUNTY PCT 630012	567	101
POTTAWATOMIE COUNTY PCT 630013	792	118
POTTAWATOMIE COUNTY PCT 630015	657	160
POTTAWATOMIE COUNTY PCT 630018	570	123
POTTAWATOMIE COUNTY PCT 630022	82	25
POTTAWATOMIE COUNTY PCT 630024	19	11
POTTAWATOMIE COUNTY PCT 630025	93	23
POTTAWATOMIE COUNTY PCT 630026	16	10
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**5,246**	**1,128**

CITY OF SHAWNEE

PROPOSITION NO. 3 CITY OF SHAWNEE

Precinct	FOR THE PROPOSITION - YES	AGAINST THE PROPOSITION - NO
POTTAWATOMIE COUNTY PCT 630001	11	0
POTTAWATOMIE COUNTY PCT 630002	228	121
POTTAWATOMIE COUNTY PCT 630003	460	174
POTTAWATOMIE COUNTY PCT 630006	356	123
POTTAWATOMIE COUNTY PCT 630007	488	137
POTTAWATOMIE COUNTY PCT 630009	210	56
POTTAWATOMIE COUNTY PCT 630011	490	127
POTTAWATOMIE COUNTY PCT 630012	531	132
POTTAWATOMIE COUNTY PCT 630013	755	152
POTTAWATOMIE COUNTY PCT 630015	608	202
POTTAWATOMIE COUNTY PCT 630018	515	178
POTTAWATOMIE COUNTY PCT 630022	84	24
POTTAWATOMIE COUNTY PCT 630024	18	12
POTTAWATOMIE COUNTY PCT 630025	86	30
POTTAWATOMIE COUNTY PCT 630026	17	10
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**4,857**	**1,478**

OFFICIAL CERTIFICATE OF VOTES

POTTAWATOMIE COUNTY, OKLAHOMA

JUNE 26, 2018

CITY OF SHAWNEE

PROPOSITION NO. 4 CITY OF SHAWNEE

Precinct	FOR THE PROPOSITION - YES	AGAINST THE PROPOSITION - NO
POTTAWATOMIE COUNTY PCT 630001	7	5
POTTAWATOMIE COUNTY PCT 630002	148	211
POTTAWATOMIE COUNTY PCT 630003	334	319
POTTAWATOMIE COUNTY PCT 630006	229	267
POTTAWATOMIE COUNTY PCT 630007	322	318
POTTAWATOMIE COUNTY PCT 630009	143	129
POTTAWATOMIE COUNTY PCT 630011	324	324
POTTAWATOMIE COUNTY PCT 630012	390	291
POTTAWATOMIE COUNTY PCT 630013	529	401
POTTAWATOMIE COUNTY PCT 630015	401	432
POTTAWATOMIE COUNTY PCT 630018	331	371
POTTAWATOMIE COUNTY PCT 630022	54	57
POTTAWATOMIE COUNTY PCT 630024	10	20
POTTAWATOMIE COUNTY PCT 630025	42	76
POTTAWATOMIE COUNTY PCT 630026	10	17
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**3,274**	**3,238**

WE, THE DULY APPOINTED MEMBERS OF THE POTTAWATOMIE COUNTY ELECTION BOARD, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT NUMBER OF VOTES CAST IN THE ELECTION HELD ON 6/26/2018. RESULTS OF SAID ELECTION ARE SHOWN ABOVE. DATED AT SHAWNEE, OKLAHOMA, THIS 29th DAY OF JUNE, 2018.

Suzy J. Harwell

CHAIRMAN

Doris Norton

VICE-CHAIRMAN

Jeanne Stover

SECRETARY

POTTAWATOMIE COUNTY ELECTION BOARD SECRETARY

ea2470

Regular Board of Commissioners **8.i.**

Meeting Date: 07/16/2018

IAFF Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) Local No. 206.

Attachments

IAFF Contract

AGREEMENT BETWEEN

THE CITY OF SHAWNEE, OKLAHOMA

AND

LOCAL #206

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO/CLC

JULY 1, 2018 – JUNE 30, 2019

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ARTICLE I
PURPOSE OF AGREEMENT

Section 1.01. It is the intent and purpose of this Agreement, entered into by and between the CITY OF SHAWNEE, OKLAHOMA, a municipal corporation (the "City") and LOCAL NO. 206, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS; AFL-CIO/CLC (the "Union") to assure sound and beneficial working and economic relationships between the parties and to provide an orderly means to resolve grievances that may arise during the term of this Agreement. It shall be the duty of both parties to bargain in good faith concerning wages, hours, and other terms and conditions of employment deemed to be in the best interest of public welfare and safety.

ARTICLE II
RECOGNITION

Section 2.01. The City recognizes the Union as the sole and exclusive bargaining agent for all permanent employees of the Shawnee Fire Department, excluding the Fire Chief, and one administrative assistant. For the purpose of this section, a permanent employee is an individual who has successfully completed the probationary period.

Section 2.02 The standard probationary period is one (1) year. However, If a new employee has not obtained Fire Fighter I at the time of initial employment and is required to attend the Fire Academy, the employee's probationary period will be extended for the length of time that the employee is at the Fire Academy or at least three (3) months after the employee successfully completes the Fire Academy whichever is longer. This extension of the probationary period is to allow Fire Department supervisors sufficient time to evaluate the employee's performance. During the extension of the probationary period for the purpose of obtaining training, the employee will still be eligible to be considered for any merit increases or any increases in the portion the City contributes towards health insurance at the end of the initial twelve month period.

ARTICLE III
AUTHORITY AND TERM

Section 3.01. The City and the Union have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the Union.

Section 3.02. This Agreement shall be effective as of the 1st day of July, 2018 and shall remain in full force and effect until the 30th day of June, 2019.

Section 3.03. Whenever wages, rates of pay or any other matters requiring appropriation of monies by the City are to be included as matters of collective bargaining, it is the obligation of the Union to serve written notice of request of collective bargaining on the corporate authorities at least one hundred twenty (120) days before June 23rd, the last day on which monies can be appropriated by the City to cover the contract period, which is the subject of the collective bargaining procedure.

Section 3.04. During the term of this Agreement, it shall be the obligation of the City and the Union to meet within ten (10) days after notice has been filed by either party to negotiate any amendments, addendums, or changes that do not require the appropriation of monies.

ARTICLE IV
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.01. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects and in accordance with its responsibilities, and power of authority which the City has not officially abridged, delegated, granted or modified by the agreement are retained by the City and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City, and remain exclusively without limitation, within the rights of the City.

Section 4.02. Except as may be limited hereinafter, the City retains the rights in accordance with the Constitution and laws of the State of Oklahoma, and the responsibilities and duties contained in the laws of the State of Oklahoma, the Charter of the City of Shawnee, the Ordinances, and regulations promulgated thereunder:

a. To determine Fire Department policy, including the right to manage the affairs of the Fire Department;

b. To assign working hours, including overtime;

c. To direct the members of the bargaining unit, including the right to terminate, suspend, discipline, promote or transfer any member subject to this Agreement and the grievance procedure hereinafter set forth;

d. To determine the table of organization of the Fire Department, including the right to organize the Fire Department and the determination of job classifications and ranks based upon duties assigned;

e. To determine the safety, health and property protection measures for the Fire Department;

f. To allocate and assign work to the members of the bargaining unit within the Fire Department;

g. To be the sole judge of the qualifications of applicants and training of new employees;

h. To establish and enforce Fire Department rules, regulations and orders;

i. To introduce new, improved or different methods and techniques of operation of the Fire Department or change existing techniques;

j. To determine the number of employees and supervision necessary;

k. To control the departmental budget;

l. To take whatever actions may be necessary to carry out the mission of the City in situations of emergency

ARTICLE V
PERSONNEL REDUCTION

Section 5.01. In the case of a personnel reduction, the members of the bargaining unit with the least seniority shall be laid off first, subject to a thirty (30) day notice to each member for the purpose of providing the opportunity of incumbent members to exercise their pension options. Time in the Shawnee Fire Department shall be given the utmost consideration.

Section 5.02. For the purpose of this Article, seniority shall be determined by the length of continuous service with the Shawnee Fire Department.

Section 5.03. No new employee shall be hired until the member or members laid off and the Union have been notified by registered mail and the member is given a fourteen (14) day period for reinstatement of employment.

Section 5.04. In the case of reduction of certain positions, as the result of a general personnel reduction, the members of the bargaining unit with the least seniority in those certain positions may be placed in the next lower position. Any member affected by this section shall not suffer from any loss of pay or seniority.

Section 5.05. Any member laid off for more than one (1) year must pass both the pension physical and the minimum requirements for physical fitness (City criteria).

ARTICLE VI
UNION RIGHTS AND RESPONSIBILITIES

Section 6.01. This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Agreement, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of business of either party hereto.

Section 6.02. After written notice to the Fire Chief, Union representatives may be granted time off without loss of pay to conduct Union business. Time off shall be granted so long as it does not impede the operation of the Fire Department, as determined by the Fire Chief and so long as it does not exceed the following limitations:

a. OSFA Convention – Time Off as needed for attendance of the authorized delegates;

b. Negotiations with the City – 15 minutes before the meeting throughout the meeting, and 15 minutes after;

c. Safety committee – 5 minutes before the meeting, throughout the meeting, and 5 minutes after the meeting;

d. PFFO Convention – Time off will be granted for three members to attend the convention for a period not to exceed three (3) days.

Section 6.03. The City agrees not to discriminate against any member for his activity on behalf of, or membership in, the Union or its affiliate organizations.

Section 6.04. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation of and administration of the Fire Department currently in effect on the effective date of this Agreement, shall be deemed a part of this Agreement unless and except as modified or changed by the specific terms of this Agreement.

Section 6.05. The City agrees to deduct biweekly dues and assessments in an amount certified to be corrected by the Secretary/Treasurer of the Union for the pay of those members who individually request, in writing, that such deduction be made. The total amount of deduction shall remain in force until canceled by the member. The Union shall pay the City twenty-five (25) cents per month per member for such service. On July 1st and on January 1st of each year the members may change the amount being withheld as dues and assessments. No other changes will be permitted throughout the year except to add or delete a member from those having deductions made. All changes, additions or deletions shall be made only

with written authorization form the individual member. The union agrees to indemnify the City and hold harmless from any liability arising out of the City's reliance on the written request presented to it.

Section 6.06. When a member of the bargaining unit has been promoted to another classification and is unable to perform his new assignment within ninety (90) days, he shall be allowed to return to his previous job without loss of seniority. If a member of the bargaining unit is selected or promoted in accordance with the promotional procedures set forth in the Collective Bargaining Agreement and Shawnee Fire Department SOG's to fill a position or rank which was vacated due to the promotion of a member of the bargaining unit to another position or rank, then that selection or promotion shall be deemed conditional and subject to revocation in the event the member of the bargaining unit who vacated the position or rank is returned to the position or rank under the provisions set forth in this Article. Nothing within this section shall be interpreted as establishing a requirement that vacated positions must be filled. Further, nothing within this section shall be interpreted as establishing specific or mandatory staffing levels for any rank or position within the Department.

Section 6.07. Management or members shall have the right to have their Union President or his Designee present during any oral or written reprimand, investigative interview or any other disciplinary action.

ARTICLE VII
PROHIBITION OF STRIKES

Section 7.01. During the term of this Agreement, the Union agrees to a prohibition of any job action, *i.e.,* strikes, work slowdowns, mass absenteeism, or being a party to such activities. In addition, the Union agrees not to petition its affiliate, AFL- CIO, for legal sanction to strike during the term of this Agreement. The Union shall not be in breach of agreement where the acts and actions here in to fore enumerated are not caused or authorized by the Union.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 8.01. The Union or any member of the bargaining unit covered under this Agreement may file a grievance within twenty (20) calendar days of the alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 8.02. The Union President, or his authorized representative, may report an impending grievance to the Fire Chief in an effort to forestall its occurrence.

Section 8.03. Any controversy between the City and the Union or any member concerning the interpretations, enforcement or application of any provision of this Agreement, concerning any of the terms or conditions of employment contained in this Agreement, shall be adjusted in the following manner:

a. The grievance shall be discussed by the member with the Fire Chief or his designee. At or before the discussion, the grievant will advise what procedure or practice is being contested and which provision of this Agreement or prevailing practice is alleged to have been violated. Said member's Union President, or his alternate, shall be present at said discussion. The answer will be submitted by the Fire Chief or his designee in writing within twenty (20) calendar days of such discussion to the member(s) involved, and to the Union President.

b. The parties agree to cooperate in the investigation of the grievance and to make available to each other upon reasonable request, any evidence that is relevant to the matter involved in the pending grievance.

c. If the grievance is not settled by the provisions of Section 3(a) of this Article, it shall be submitted in writing to the Union Grievance Committee. Within twenty (20) calendar days of the Chief s written response, the Union Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement and shall advise the Chief of their decision to exercise either action provided for in sub-step (1) or (2) below.

   i. If the Union Grievance Committee finds a grievance does not exist, it shall so inform the Fire Chief in writing, and no further proceedings shall be necessary.

   ii. If the Union Grievance Committee finds a grievance does exist, the Grievance committee shall submit, in writing, the grievance to the City Manager for resolution advising the basis for such claim.

d. The City Manager shall submit his answer in writing to the Union Grievance Committee, the member involved, and the Fire Chief within twenty (20) calendar days, specifying the basis for his decision. If the City Manager and the Union Grievance Committee have not settled the grievance within twenty (20) calendar days, it may be submitted to arbitration for resolution as follows:

i. A request shall be made for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.

ii. Within fifteen (15) calendar days from the receipt of such panel, a representative of the Union and the City shall meet and alternately strike names until one (1) arbitrator remains who then shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.

iii.. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set within fifteen (15) calendar days from the date the arbitrator is notified of his selection.

iv. After the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and to the City.

v. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.

vi. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.

vii. The cost of the impartial arbitrator shall be shared equally between the Union and the City. If a transcript of the proceedings is requested, the party requesting shall pay for it.

Section 8.04. All time limits set forth in this Article may be extended by mutual consent, but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance. If the City fails to answer in the time provided above, the grievance shall

be considered valid and the remedy sought will be allowed. Such resolution will not establish a precedent for the parties. If the date an action is to take place falls on a Saturday, Sunday, or legal holiday as set forth in Article 18, then the act shall be performed on the next regularly scheduled business day.

Section 8.05. It is specifically and expressly understood that filing a grievance under this article, which has as its last step, arbitration that is final and binding, constitutes an election of remedies and a waiver of any and all rights of the parties, the Union and City or representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance procedure in any court or other appeal form. The only exception to this rule is that either party may seek to vacate any decision of an arbitrator contemplated herein under the following conditions:

a. Where procured by corruption, fraud, or other undue means;

b. Where the arbitrator was guilty of partiality, corruption, or misconduct;

c. Where the arbitrator exceeded his powers;

d. Where the award is in violation of state and/or federal law(s).

ARTICLE IX
HOURS AND WORK PERIOD

Section 9.01. The twenty-four (24) hour shift members shall continue to work the current, three platoons, twenty-four (24) hour shift.

Section 9.02. The twenty-four (24) hour shifts are comprised of the following days on duty and off duty: day on duty, day off duty, day on duty, day off duty, day on duty, four (4) days off duty. Each day shall begin at 7:00am the next day, comprising twenty-four (24) hours. Each duty day consists of twenty-four (24) hours of relief of duty. This sequence continues up to four (4) days off duty.

Section 9.03. For all twenty-four (24) hour shift members there is hereby established a series of work periods of fourteen (14) days duration that coincide with the current biweekly pay period.

Section 9.04. Day members shall work a ten (l0) hour day, four (4) days a week schedule. For all day members, there is in effect a standard seven (7) day work week that begins Sunday morning at 7:00 a.m. and ends the following Sunday morning at 7:00 a.m.

ARTICLE X
OVERTIME, CALL-BACK AND OFF DUTY TRAINING

Section 10.01. The twenty-four (24) hour shift members shall receive overtime at one and one-half times their regular rate for hours accumulated in excess of one hundred and six (106) hours per fourteen (14) day work period.

Section 10.02. Day Members shall receive overtime at one and one-half times their regular rate of hours accumulated in excess of forty (40) hours per seven (7) day work period.

Section 10.03. Except as provided herein, all leave granted shall be allowed. In the event that staffing on a shift falls below twelve (12) or additional staffing needed for any reason other than an incident resulting in calling back the entire shift or shifts, members shall be called back from a "call back roster." Members may elect to sign up on the call back roster. The call back roster will be a permanent list and a member may elect to remove himself from the list at any time, and any member not on the list may add his name to the bottom of the rotation at any time. The call back roster shall be maintained in the office of the Battalion Chiefs. The call back roster shall be a rotating list. Members on the call back roster will be called according to the standard operating guidelines. Members being called back for less than twelve hours cumulative will not lose their tum on the call back roster. Members shall receive a two hour minimum for emergency call back.

Section l0.04. Off duty members shall receive pay one and one-half times their hourly rate of pay or compensatory time off at the rate of time and one-half, at their option, for each hour of attendance at training as required in writing by the Fire Chief.

Section l0.05. Any request by a member for voluntary non-incentive certifiable training will be considered on a case-by-case basis taking into consideration the benefit of the certified training course for the Fire Department. If a request for voluntary non-incentive certifiable training is approved by the Fire Chief, in writing, the Department will pay tuition as well as lodging and meals in compliance with the City's approved travel policy and will also allow the member time off for the training so long as the operations of the Fire Department are not impeded. Any member training off duty shall receive compensation time at the rate of one (1) hours of compensatory time for every hour of training and for every hour of travel for trips in excess of 75 miles one way. If more than two on the same shift seek voluntary training, those beyond two will count against the calendar. No person shall be bumped from training if the calendar is full.

Section l0.06. Members of the bargaining unit may use compensatory time in any manner they choose so long as the normal operations of the Fire Department are not impeded as determined by the officer in charge of the shift. Maximum accrual of compensatory time will be limited to two hundred sixty-four (264) hours.

ARTICLE XI
TRADING TIME

Section 11.01. The City agrees that members may trade time, provided the operations of the Fire Department are not impeded and the officer or officers in charge of the shift or shifts is notified in advance. Members at the rank of firefighter may only trade with members of equal rank. Members who hold the rank of Lieutenant may trade within rank or one rank above. Members who hold the rank of Captain or above may trade within rank or one rank above or below. Members will be limited to two hundred and forty (240) hours of trading time per calendar year. This cap applies only to the employee who is not present, not to the employee who is substituting for the scheduled employee.

ARTICLE XII
WORKING OUT OF CLASSIFICATION

Section 12.01. Any member covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds shall be stepped down and back one in the position or rank being filled for each shift worked out of classification after the first three (3) consecutive shifts.

ARTICLE XIII
HEALTH AND LIFE

Section 13.01. The City agrees to make group health insurance coverage available to all members of the bargaining unit. The City will pay a maximum of $414.52 per month for single coverage; a maximum of $729.86 for emp/children coverage; a maximum of $784.84 a month for emp/spouse coverage and a maximum of $1,020.68 a month for family coverage.

Section 13.02. The City agrees to provide all members with life insurance at no cost, in at least the following amounts:

Death Benefit	$20,000.00
Accidental Death	$40,000.00
Dismemberment up to	$20,000.00

ARTICLE XIV
MUTUAL RESPONSIBILITY

Section 14.01. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to insure that members are treated without regard to race, color, religion, sex, national origin, age, marital status, veteran status, handicapped status, political affiliation, or any other protected status. Specifically, pursuant to guidelines of the Equal Employment Opportunity Commission, each part is obligated to take positive action in affording equal employment, training and promotional opportunities to all members as required by Title VII of the Civil Rights Act of 1964, as amended.

Section 14.02. In the event that any portion of this Agreement unintentionally conflicts with the City's capability to be in compliance with said Act, the EEOC Guidelines will be overriding to that portion of this Agreement.

Section 14.03. The Union and the City specifically recognize the necessity of continuous improvements in efficiency and effectiveness throughout the Fire Department operation. Both parties will cooperate in accomplishing these results.

Section 14.04. The Union and the City agree that no member shall be terminated specifically because of race, color, religion, sex, national origin, age, marital status, veteran status, handicapped status, political affiliation, or any other protected status or without just cause, subject to the Grievance Procedure contained in this document.

ARTICLE XV
MILITARY LEAVE

Section 15.01. Military leave shall be granted in accordance with state law. Members of the bargaining unit shall notify their supervisor of their schedule as soon as the information becomes available. Copies of orders to report shall be given to the Fire chief who shall forward them to the Personnel Department. On return from leave, the member is to bring evidence of dates and time in attendance.

Section 15.02. Members on military leave shall not be counted toward the "three (3) off rule."

ARTICLE XVI
SICK LEAVE, FAMILY LEAVE, AND FUNERAL LEAVE

Section 16.01. Sick Leave- sick leave is granted when members are unable to perform their duties because of personal illness, injury or disability.

Section 16.02. Family Leave- family leave (charged to accrued sick leave) is granted when medical care is necessary or when illness or injury requires hospitalization or attendant care of a member of the firefighter's immediate family. (Immediate family is defined in Section 3). A maximum of seventy-two (72) hours per calendar year is allowed for twenty-four (24) hour shift members and forty (40) hours for day members. Additional time off may be granted charged to the member's accrued vacation or holiday leave. This provision is separate and apart from the Family and Medical Leave Act of 1993.

Section 16.03. Funeral Leave-members may be granted time off (charged to accrued sick leave) not to exceed two (2) consecutive shifts for twenty-four (24) hour shift members or three (3) consecutive work days for day members, due to a death in the member's immediate family. Immediate family is defined as the member's or the member's spouse, grandparent, grandchild, parent-in-law, former guardian, child, brother, sister, parent, and their spouses. Additional time off may be granted charged to the member's accrued vacation or holiday leave.

Section 16.04. Day members shall accrue 4.62 hours sick leave per biweekly pay period and twenty-four (24) hour shift members shall accrue 6.46 hours sick leave per biweekly pay period.

Section 16.05. The maximum accrual of sick leave shall be:

Day Employees	960 hours
Twenty-four (24) hour shift members	1,344 hours

Section 16.06. The officer in charge of the shift shall be notified prior to the start of the shift of the members taking sick leave.

Section 16.07. In the event of a serious illness or injury in which case the member received medical attention, a release for full duty is required from the attending physician before the member can return to work.

Section 16.08. False or fraudulent use of sick leave, to include working for compensation while on sick leave, will be cause for disciplinary action against the offending member. Such disciplinary action may include dismissal.

Section 16.09. Upon death, disability or service retirement, unused accumulated sick leave will be converted to vacation at a rate of one (1) vacation hour for every three (3)

hours of accumulated sick leave up to a maximum of 1,344 sick leave (448 vacation) for twenty-four (24) hour shift members and a maximum of 960 hours sick leave (320 vacation) for day members. The converted hours shall not count against the member's regular vacation accrual.

Section 16.10. Any member who is off sick for more than three (3) shifts or three (3) consecutive days off for 40 hour personnel must bring in a doctor's statement before returning to work.

ARTICLE XVII
VACATION

Section 17.01. Members of the bargaining unit shall receive vacation time in accordance with the number of years of continuous service with the City, as follows:

Twenty-four (24) hour shift members:

Years of Service	Biweekly Accrual	Yearly Accrual	Maximum Accrual
1-5	4.62 hours	120 hours (5 shifts)	240 hours (10 shifts)
5-10	6.46 hours	168 hours (7 shifts)	336 hours (14 shifts)
10-15	8.31 hours	216 hours (9 shifts)	432 hours (18 shifts)
15-ABOVE	11.08 hours	288 hours (12 shifts)	576 hours (24 shifts)

Day Members

Years of Service	Biweekly Accrual	Yearly Accrual	Maximum Accrual
1-5	3.08 hours	80 hours (10 days)	160 hours (20 days)
5-10	4.62 hours	120 hours (15 days)	240 hours (30 days)
10-15	6.15 hours	160 hours (20 days)	320 hours (40 days)
15-ABOVE	7.70 hours	200 hours (25 days)	400 hours (50 days)

Section 17.02. Members may use vacation time in any manner they choose, so long as normal operations of the Fire Department are not impeded. However, minimum use of vacation time will be:

Twenty-four (24) hour shift members — ½ shift or 12 hours
Day members – 1 hour

ARTICLE XVIII
HOLIDAYS

Section 18.01. All members of the bargaining unit shall be entitled to ten (10) holidays and two (2) half-holidays for which they shall receive pay at their regular rate. The authorized holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25th
New Year's Eve (1/2 day)	December 31st

Section 18.02. The City agrees that, if a holiday provided in the above schedule falls on a member's regularly scheduled day off or if the member is required to work on a holiday provided in the above schedule, the member shall be compensated for such holiday by receiving equivalent time off with pay at a later date.

Section 18.03. All twenty-four (24) hour shift members shall be granted on (1) shift of duty time off for each holiday and one-half (1/2) shift of duty time off for each one-half (1/2) holiday. All day members shall receive holiday time as it occurs.

Section 18.04. Members of the bargaining unit may use holiday time in any manner they choose, so long as the normal operations of the Fire Department are not impeded. The maximum accrual of holiday time shall not exceed eleven (11) holidays or two hundred sixty-four (264) hours for twenty-four (24) hour shift personnel, or one hundred eighty (180) hours for day shift personnel.

Section 18.05. For members who promote from a line position on 24-hour shift to a day shift position their accrued holiday leave shall be converted by using the parity conversion factor in the appendix of this agreement.

ARTICLE XIX
LEAVES OF ABSENCE

Section 19.01. Leave without pay may be requested by a member of the bargaining unit through the Fire Chief to be approved by the City Manager. Leave without pay shall not exceed five (5) shifts for twenty-four (24) hour shift members or ten (10) shifts for day members. Circumstances requiring additional time shall be subject to approval by the City Manager.

Section 19.02. When members are required to perform jury duty or to appear in a court of law, they shall be compensated as follows:

a. Jury duty required on scheduled days – members shall receive their regular salary or wages.

b. If a member is involved in a personal court action, the member should be granted leave to attend to his business, but such time off will be charged to compensatory time, vacation, or holiday time in accordance with that Article.

The member shall not suffer loss of seniority during such absence, nor shall time off be charged to any other accrued leave.

ARTICLE XX
INJURY, WORKERS COMPENSATION AND EXPOSURE

Section 20.01. All members of the bargaining unit shall be covered by the provisions of the Workers' Compensation Act during the performance of their duties. A member injured while performing his assigned duties shall be entitled to the provisions of the Workers' Compensation Act. No member on occupational injury leave shall receive a combination of workers' compensation and salary in excess of or less than his regular pay.

Section 20.02. When a member has been injured or exposed or suspected exposed to bodily fluids or hazardous materials during the performance of their duties, they must report the injury or exposure or suspected exposure as soon as possible, regardless of the extent, to their immediate supervisor. The member shall fill out the City SD-12 Report for the injury, City Form 207 for bodily fluid exposure or suspected exposure, and the City SD-12 for hazardous material exposure or suspected exposure. If the member is unable to do so, their immediate supervisor must complete the reports.

Section 20.03. The member must notify the Safety Director of an injury and the exposure control officer for an exposure or suspected exposure as soon as possible, due to reporting requirements and to ensure that proper medical treatment and follow-up care is completed.

Section 20.04. Firefighters shall comply with the work restrictions imposed by his/her treating physicians. Firefighters will notify the Fire Chief about secondary employment and should not engage in any secondary employment or other activities that would be in violation of restrictions imposed by treating physician. A member on workers' compensation paid leave shall exercise reasonable and necessary care during the recuperation process.

Section 20.05. Any member injured while performing his assigned duties and absent from work more than one (1) shift shall not be charged with his accrued sick leave. The member shall be entitled to time off in accordance with Title 11 Section 49—111. Sick leave will be accrued while off duty because of an on-the-job injury.

Section 20.06. Limited ("Light") Duty may be made available to employees who are temporarily disabled due to an on-the-job injury or job-related illness.

When an employee is released to return to limited duty, he will be temporarily assigned to duties consistent with his limitations or restrictions. The Fire Chief shall determine if a limited duty position is available and length of time that position will be provided. If the Chief determines a position is available within the Fire Department and it is within the restrictions set by the employee's physician, the employee shall be required to accept the position. If a position is available outside the Fire Department, the employee shall not be required to accept it.

Examples of limited duty include, but are not restricted to:

- Taking reports
- Assisting in records entry, filing, etc.
- Inspections
- Investigation that can be done by telephone or computer
- Answering telephone
- Planning, mapping, telephone assistance in EOC Inventory
- GIS
- Training and education
- Public relations

Procedure:

1. The employee will have his attending physician complete a work status form listing all work restrictions or special assignments.
2. The employee will submit the report to the Chief
3. The employee will provide a follow up physician's re-evaluation and report every thirty days or more frequently if requested. If the physician's restrictions are changed, the City may adjust or end the light duty status. The Light Duty status will be extended in thirty day increments, depending on the physician's findings, but shall not exceed ninety days.
4. The Chief, in consultation with the Human Resources Director, will determine if there is a position where the employee can provide assistance within reasonable accommodations, and will re-evaluate at least every thirty days.
5. Copies of all evaluations and assignments will he placed in the employee's confidential medical file.
6. Should the employee's disability or restrictions become permanent or an extension of limited duty not be granted, this limited duty provision shall come to an end and the employee shall be evaluated in accordance with other leave, retirement or assignment policies of the City of Shawnee and applicable law.

There are no permanent light duty assignments within the Fire Department. Limited duty is not an inherent right of employment but a principle of sound personnel management to temporarily utilize employees who are recovering from on-duty injuries or job-related illness and cannot yet return to their regular full duty status.

If an employee's restriction includes number of hours he can work, he may be granted limited duty for those hours with the remainder of his regular pay as injury (workers' compensation) leave. If the employee is assigned to a 40 hour week work schedule, the conversion table shall be used to compute his pay.

Any member on light duty will be allowed to go to his scheduled physical therapy during their light duty work day and it will not count against his/her time. This time off will be just as if he/her where still on workers compensation, the city will cover it.

Any member on light duty will not be counted towards the minimum manning off any shift or the three off on the calendar.

Section 20.07. The second member who is off on workers' compensation leave shall not be counted toward the "three (3) off rule."

ARTICLE XXI
RULES AND REGULATIONS

Section 21.01. The Union agrees that members shall comply in full with all Fire Department rules and regulations, including those relating to conduct and performance.

Section 21.02. The City agrees that interpretation of department rules and regulations that affect wages, hours and other conditions of employment shall be subject to the Grievance Procedure.

Section 21.03. The City's Personnel Policies shall provide additional provisions not included in this Agreement. If any conflict should arise, this Agreement supersedes the City's Personnel Policies.

ARTICLE XXII
SAFETY COMMITTEE

Section 22.01. The City and the Union agree to cooperate to the fullest extent in the promotion of safety through full disclosure of any information, results of survey and/or studies, new forms procedures, materials, equipment and any new concept in safety and health applicable to the Safety Committee.

Section 22.02. Three (3) members of the bargaining unit representing the Union and three (3) employees representing the City shall comprise the Safety Committee. In the event no consensus can be reached concerning the safety of a situation, a neutral party will be selected by the members of the Safety Committee. They neutral party will make a determination as to the safety of the situation.

Section 22.03. The Safety Committee shall meet at such a time as deemed necessary by the City and/or the Union.

Section 22.04. Committee members shall also be allowed while on duty to conduct investigations of safety and health problems if deemed necessary by the City and/or Union. Time off shall not impede the operation of the Fire Department as determined by the Fire Chief.

Section 22.05. All recommendations and reports from the Safety Committee shall be in writing and copies submitted to the City and to the Union.

Section 22.06. The Safety Committee shall conduct annual inspections of all fire apparatus, appliances, tools, and other equipment during the month of March. Any fire apparatus, appliances, tools, or equipment deemed unsafe, or in need of maintenance or repair by such inspection, shall be taken out of service and the City shall perform such maintenance or repair as soon as possible upon notice from the Safety Committee.

ARTICLE XXIII
LABOR/MANAGEMENT MEETINGS

Section 23.01. The City and the Union agree to conduct labor/management meetings when requested by either part. These shall be informative discussions between the City and the Union through designated representatives and shall have as their purpose, consideration of matters including, but not limited to, the following: the meaning and intent of this Agreement; the interpretation and application of rules, regulations and policies; the prevention and correction of conditions causing misunderstandings and grievances; the encouragement of good human relations in employee working conditions, education and training; and the strengthening of employees' morale. The Discussions shall relate to policy determinations but not to individual complaints or grievance. All actions taken as a result of these meetings will be consistent with this Agreement.

ARTICLE XXIV
CLOTHING AND EQUIPMENT

Section 24.01. The City agrees to furnish and replace the following uniform items for the bargaining unit:

2 – Long Sleeved Shirts
2 - Short Sleeved Shirts
2 - Short Sleeved Pull over Golf Shirts
3 - Pairs of Pants
1 - Uniform Jacket (light and heavy)
2 - Badges (shirt and jacket(s))
1 - Belt
2 - Shirt and Jacket Insignia
2 - Name Plates (shirt and jacket)
3 - Tee Shirts
1 - Ball Cap
1 - Pair of Coveralls
1 - Wildland/Station Wear Boots

The uniform items will be purchased at the discretion of the Fire Chief in terms of specifications, amount, and vendor.

It is the responsibility of the member to clean and maintain the items listed in this section and to report for duty in a uniform that is clean and in good repair. Failure to do so shall resulting disciplinary action.

All items issued, as listed in this section, shall remain the property of the City of Shawnee. The City agrees to issue clothing, as applicable, to each member as near to October 1st and April 1st as possible each year.

Section 24.02. In addition, the City agrees to furnish at no cost to each member the following protective gear and equipment required by the City:

l - Pair of Bunker Boots
2 - Pairs of Gloves
l - Helmet with Strap and liners
l - Helmet Face Protector Shield or Goggles
l - Pair of Bunker pants with Suspenders
l - Bunker Coat
1- Nomex Hood
1- Nomex Coveralls

All items furnished, as listed in this section, shall remain the property of the City of Shawnee.

Section 24.03. The City agrees that the protective gear and equipment and the items

of clothing will meet N.F.P.A. standards at the time of purchase and at replacement time due to damage or end of service life.

Section 24.04. Whenever the Fire Chief determines that replacement of a City owned uniform is necessary, the previously issued item must be surrendered. Uniform items purchased before July 1, 1989, need not be turned in or replaced. Uniform items and protective gear and equipment may not be worn off duty for any purpose not authorized by the Fire Chief. Members shall be required to return uniform items and protective gear and equipment issued under this article at the time of their separation, except as may be authorized by the Fire Chief.

Section 24.05 The City and the Union agree to have a Labor Management meeting as set out in Article XXIII for the purpose of discussing the possibility of removing items, adding items to be issued (including shorts), and altering the number of items, as well as changing distribution to once a year and as needed for replacement. The list submitted during negotiations for the FY 16-17 Agreement will be used as the basis for discussion. Any agreement reached will be incorporated into this CBA by Amendment.

Section 24.06 The Fire Chief may approve take-home units for officers who live beyond the eleven mile radius for those he deems necessary.

ARTICLE XXV
LONGEVITY

Section 25.01. To encourage career service, longevity pay shall be granted in addition to the base wages as shown in Appendix A. It shall be based upon the total years of continuous service with the City.

Section 25.02. Longevity shall be computed based on the last date of hire with the City, as per the following schedule.

Years of Continuous Service	Hourly Rate 24 Hour Shift	Days
4	$ .23	$ .34
5	.26	.38
6	.29	.43
7	.32	.47
8	.35	.52
9	.38	.56
10	.41	.60
11	.44	.65
12	.47	.69
13	.50	.74
14	.53	.78
15	.56	.82
16	.59	.87
17	.62	.91
18	.65	.96
19	.68	1.00
20	.71	1.05
21	.74	1.09
22	.77	1.13
23	.80	1.18
24	.83	1.22
25	.86	1.27
26	.89	1.31
27	.92	1.35
28	.95	1.40
29	.98	1.44
30	1.02	1.50

Section 25.03. Longevity shall be included with the regular base wages and paid biweekly.

Section 25.04. The above schedule shall apply to all members as they become eligible. The amount now being paid to members shall remain fixed until such time the above schedule exceeds the amount they presently receive.

ARTICLE XXVI
EDUCATIONAL/SKILLS INCENTIVE AND TUITION ASSISTANCE

Section 26.01. Educational incentive – the City agrees to compensate member's educational incentive for successful completion (letter grade of "C" or better for each college hour) of college credit hours, applicable to a degree in the field of fire protection or any degree which enhances the member's ability to perform his or her duties or is considered to benefit the City. Upon receipt of an officially sealed college transcript, the City shall pay incentive as per the following schedule:

College Credit Hours	Hourly Rate 24 Hour Shift	Day
32	.16	.24
66	.32	.47
90	.48	.71
124	.64	.94

Educational incentive shall be included with the regular base wages and paid bi-weekly.

Section 26.02. Skills incentive – the City agrees to compensate member's incentive for certification of special skills. Upon proof of certification, including renewals when required, the City shall pay incentive as per the following schedule:

		Hourly Rate 24 Hour Shift	Day
#2	Firefighter II	.20	.29
#3	EMT Basic -(Ok DOH or National Registry)	.50	.74
#5	Paramedic -(OK DOH or National Registry)	.50	.74
#6	Haz Mat Tech -(OSU/Fire Service Training)	.20	.29
#7	Physical Fitness Excellence -(City's Criteria) —see schedule		
#8	Scuba -(City's Criteria) (grandfathered)	.20	.29
#9	One-120 hours of OSU Fire Service Continuing Professional Training or Career Tech Fire Service Training	.15	.22
#10	Physical Fitness 80% of Standard —see schedule		
#11	CLEET (Fire Prevention Only)	.20	.74
#12	Physical Fitness 100% of Standard —see schedule		
#13	Car Seat Installation Tech Certification	.25	.37
#14	Swift Water Rescue Max of 3 per year, no more than two per shift. Once shift reaches 5, only two can schedule off during the months of April, May and June until we reach 7 per shift	.25	.37

Any member drawing incentives at present will be allowed to continue to draw the current incentive amounts they receive.

Physical Fitness Incentives (7, 10, 12)

Incentive	Percentage:	24 Hour shift	Day Shift
7	60%	.20	.29
7	65%	.25	.37
7	70%	.30	.44
7	75%	.35	.51
10	80%	.40	.59
10	85%	.45	.66
10	90%	.50	.74
10	95%	.55	.81
12	100%	.60	.88

Training course that qualify for skill #9 shall be identified in the Training Record system introduced by the Oklahoma State University Fire Service Training or Career Tech Training Record.

Training is done while on duty, each course is allotted twelve (12) hours credit toward the completion of skills incentive #9. Each course must be successfully completed and shall be validated by a completed OSU Course Report Form 10 or similar training verification from Career Tech.

Members shall be allowed to attend training necessary to obtain skills incentive #3, #5, and #9 while on duty, provided the normal operations of the department are not impeded. Members shall not be charged any accrued leave while attending training on duty. Members shall carry a portable radio and will be subject to respond to emergency and other calls as directed by the officer in charge. Attendance of any skills incentive training held outside the corporate city limits of the City of Shawnee shall be subject to approval by the Fire Chief and shall be charged to the member's accrued holiday or vacation leave.

Training courses shall neither be duplicated nor will refresher courses contribute toward additional hours of credit.

Skills incentive shall be included with the regular base wages and paid biweekly.

Section 26.03. Tuition Assistance – tuition assistance is available to all members of the bargaining unit. To qualify for tuition assistance, the member must obtain prior written approval for all courses for which tuition assistance will be sought. Applications for tuition assistance must be signed by the employee and approved by Fire Chief and City

Manager. The application must be submitted prior to enrollment. The employee is

responsible for paying for any course approved and may seek reimbursement based upon the conditions set forth in this article.

To be acceptable for reimbursement of tuition, required fees, lab fees and books, each course must provide training that will end to improve the services which a member was hired to perform, and be completed with a grade of "C" or better. Upon successful completion of the course(s) each semester, the member will initiate a claim of reimbursement by presenting an itemized receipt and a copy of the grade report from the college, university or technical training center. Tuition and required fees for traditional classroom courses shall not exceed tuition and required fees at Oklahoma State University or the University of Oklahoma for traditional classroom courses; tuition and required fees for online courses shall not exceed tuition and required fees for Oklahoma State University or the University of Oklahoma online courses.

ARTICLE XXVII
WAGES

Section 27.01. All members of the bargaining unit shall receive wages according to Appendix A of this Agreement

Section 27.02. The following indicates both the classification and pay range of the positions covered by this Agreement:

Classification	Pay Range
Firefighter	01
Lieutenant	11
Captain	21
Deputy Fire Marshal	21 (D)
Training Officer	31 (D)
Battalion Chief	31
Fire Marshal	31 (D)

Section 27.03. During the first year of employment, a probationary firefighter will be employed at Step 1. Based on satisfactory performance he will be increased to Step 2 at the end of one (1) year of satisfactory employment.

Section 27.04. Each year, members on their anniversary date, shall be eligible for a merit increase unless they are at Step "8" of their pay classification range.

Anniversary date for all members shall be their date of employment. Upon promotion to a higher rank the member's merit date becomes the date of promotion and their anniversary date will be used for longevity only. The merit increase shall be based on receiving a standard or above rating on the Employee Performance Evaluation. In the event a member is demoted, the member's merit date becomes the date of the demotion and their anniversary date will be used for longevity only.

Upon promotion to Lieutenant, the Firefighter will go down one (1) step and back one (1) step. Promotion to Lieutenant will not be considered until the member has three (3) years on the job. The member is responsible for the initiation of the process to enroll in the next Lieutenant Academy.

Upon promotion to Captain or above the member shall go one (1) step down and one (1) step back from the current step that they hold. To obtain the rank of Captain the member must have five (5) years on the department before they can test. To make the rank of Battalion

Chief: the member must have eight (8) years on the department before they can test. The Shawnee Fire Department Promotional Procedures will be used for additional criteria.

ARTICLE XXVIII
SAVINGS CLAUSE

Section 28.01. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application; and to this end the provisions of this Agreement are severable.

Section 28.02. All amendments to this Agreement shall be numbered, dated, and signed by the City and the Union and shall be subject to the provisions of this Agreement unless the terms of said amendments specifically delete or change a provision of this Agreement; and all amendments shall become part of this Agreement as if specifically set forth herein.

Section 28.03. Any appendices to this Agreement shall be numbered, dated, and signed by the City and the Union and shall be subject to the provision of this Agreement unless the terms of said Appendices specifically delete or change a provisions of this Agreement; and all appendices shall become part of this Agreement as if specifically set forth herein.

ARTICLE XXIX
MEDICAL EXAMINATIONS

Section 29.01. The City shall furnish physicals annually and will include testing for Hepatitis B, C, HIV and any other blood borne pathogens. Additional testing for the before mentioned will be done, as needed upon suspected exposure. Physicals will be mandatory for all personnel. These physicals will be scheduled on-duty by the Fire Chief s Office. The City will provide annual testing for tuberculosis to all personnel.

Section 29.02. The parties to this contract acknowledge and agree that upon the agreement among the International Association of Firefighters (IAFF), the International Association of Fire Chiefs (IAFC) and the ten cities participation in the Physical Fitness certification Program, the City and Union will implement the program for all firefighters covered by this agreement. The parties will mutually cooperate in implementing such program. A committee composed of the Fire Chief, the Deputy Fire Chief, the City Treasurer/Finance Director and three members selected by the Union will be created to provide suggestions to the Fire Chief with reference to the implementation of the program.

Section 29.03. Physical fitness test will be considered for incentive only and will not be used for any other purpose. This section will become effective once the requirements of Section 2 have been met.

Section 29.04. The City shall furnish mask fit testing for all employees annually. The testing will be scheduled on duty by the Fire Chief and shall be in compliance with current OSHA standards. Such testing is mandatory for all members.

Section 29.05. Any member who misses his scheduled medical physical or mask fit testing will be afforded one additional rescheduling on duty. If the member misses rescheduled time, he will be responsible for scheduling and completing each examination on his own time.

Section 29.06. The City agrees to provide Hepatitis B shots to members of the bargaining unit. Any member refusing the inoculation must do so in writing.

ARTICLE XXX
ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

Section 30.01. Policy Statement: The City of Shawnee recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol, or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol, and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing, or being under the influence of an illegal chemical substance and/or alcohol during working hours or while on City property or while using City equipment will be subject to discipline up to and including termination of employment.

Section 30.02. Effective Date: This policy will be effective 10 days after ratification of the Collective Bargaining Agreement and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 30.03. Application: This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 0.S. §§ 551 *et seq*. (the "Act") as amended and, where relevant, with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Page 40.

Section 30.04. Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but before final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug or alcohol test will be considered as a refusal to undergo a test.

Section 30.05. For Cause Testing: Drug and/or alcohol testing may be conducted on any employee at any time the City has reasonable suspicion that there is cause to believe that an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances :

a. Observation of drugs or alcohol on or about the employee's person or in the employee's vicinity;

b. Observation of conduct on the part of the employee that suggests that the employee is impaired or is under the influence of drugs or alcohol;

c. Receipt of a report of drug and/or alcohol use by an employee while at work;

d. Information that an employee has tampered with drug and/or alcohol testing at

any time.

e. Negative job performance patterns by the employee; or

f. Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug and/or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the Human Resources Department.

The employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The employee will not be allowed back to work until the results of the test are known.

Section 30.06. Post-Accident Testing: Post-accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post- accident alcohol and/or drug test may use any alcohol and/or drugs of any kind following the accident until he/she undergoes the post-accident testing.

Section 30.07. Random Testing: The City may, at various times, randomly select members for unannounced random testing for drugs and/or alcohol.

Section 30.08. Periodic Scheduled Testing: The City may require an employee to undergo drug and/or alcohol testing as part of a routinely scheduled employee fitness for duty examination or in connection with the employee's return to duty from a leave of absence.

Section 30.09. Post-Rehabilitation Testing: The City may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to 2 years after the employee's return to work following a confirmed positive test result or following participation in a drug and/or alcohol dependency program. Post-rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 30.10. Substance for Which Tests May Be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, steroid, or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA). Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 30.11. Methods and Documentation: Collection. Storage, transportation, testing facilities, and testing procedures will be conducted in accordance with rules established by the State Board of Health. Samples may be collected on the premises of the City at its election. Body component samples will be collected with due regard to the privacy of the individual being tested. In no case may any City employee directly observe collection of a urine sample. A written record of the chain of custody of the sample will be maintained until the sample is no longer required.

All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include confirmation testing of any positive test results by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by the State Board of Health at the cut off levels as determined by the State Board of Health. In the case of the use of Breathalyzer testing method, no discipline may be imposed unless there is a confirmation test performed on a second sample that confirms the prior results.

An applicant or employee will be given the opportunity to provide notification, in a confidential setting of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. In the event that an employee wishes to challenge the results of the City's test, he/she may do so as provided in this policy by asking for the "B" sample to be tested or by having another sample drawn. The employee must have the sample collected within one hour of the City's sample and such sample and retest must be in accordance with the standards set forth by the State Board of Health and in this policy.

Section 30.12. Costs: The City is responsible for all costs associated with drug and/or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within 24 hours of receiving notice of a positive test result to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 30.13. Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug and/or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 30.14. Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee prior to notification of City officials. The applicant or employee will be given the

opportunity to explain the test results.

Section 30.15. Confidentiality: The City will treat all test, and all information related to such test, as confidential materials. All records relating to drug testing will be kept separated from personnel records. The records are the property of the City but will be made available to the affected applicant or employee for inspection and copying upon request and will also be available for review by the City's Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records:

a. to comply with a valid judicial or administrative order;

b. as admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City is named as a party in the case or proceeding; or

c. to employees or agents of the City who need access to the records in connection with the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 30.16. Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug or alcohol test. Action taken will be subject to the CBA grievance procedure.

a. Employees who approach the City 1 hour before any testing begins may ask for referral to the Employee Assistance Program and a chance to enter a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to 2 years. .

b. Employees who have been offered the opportunity to participate in a rehabilitation program will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a “return to work" test no sooner than 2 weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action.

c. Any future recurrence of abuse with the same or any other substance will result in termination of employment.

d. An employee who is discharged from employment on the basis of refusal to undergo drug and/or alcohol testing or based on a positive drug and/or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation and the City will protest any application for unemployment benefits.

Section 30.17. Prohibitions: No employee may report for duty within 4 hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol or use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 30.18. Responsibilities of Individuals: To comply with the provisions of this policy, each employee assumes the following responsibilities:

a. **Working Under the Influence of Performance Impairing Medication:** Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors prior to starting work.

b. **Reporting to Work or Working While Impaired:** Employees may not report to work and may not continue to work while being impaired by any restricted substance identified in this policy.

c. **Reporting Violations:** The services provided by certain employees are performed at times under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

FOR ADDITIONAL INFORMATION REGARDING THE SPECIFICS OF STATE AND FEDERAL LAW AND DEPARTMENT OF HEALTH REGULATIONS PERTAINING TO DRUG TESTING, AS WELL AS THE CITY'S OBLIGATIONS FOR REPORTING. PLEASE CONSULT THE HUMAN RESOURCES OFFICE.

IN WITNESS WHEREOF, the parties have set their hands this ____day of July, 2018.

FOR THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

_____
City Manager Justin Erickson
ATTEST

(SEAL)

_____
City Clerk Phyllis Loftis

FOR THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL NO. 206

_____
President Colt Forsythe

Attest:

_____
Secretary Mark Simpson

APPROVED AS TO FORM AND LEGALITY THE ____ DAY OF _____, 2018.

_____
JOE VORNDRAN, City Attorney

APPENDIX A
EFFECTIVE July 1, 2017

		1	2	3	4	5	6	7	8
Firefighter	01F	$11.98	$12.59	$13.27	$13.97	$14.69	$15.46	$16.24	
Lieutenant	11F		$14.93	$15.71	$16.52	$17.39	$18.27	$19.18	$20.14
Captain	21F		$17.85	$18.82	$19.77	$20.83	$21.96	$23.06	$24.21
Battalion Chief	31F		$19.77	$20.79	$21.89	$23.03	$24.23	$25.44	$26.71
Deputy Fire Marshal	21-D		$26.27	$27.69	$29.13	$30.65	$32.31	$33.93	$35.62
Fire Marshal	31-D		$29.01	$30.59	$32.22	$33.91	$35.67	$37.46	$39.33
Training officer	31-D		$29.01	$30.59	$32.22	$33.91	$35.67	$37.46	$39.33

WAGE CONVERSION WORKSHEET
Line Personnel – Day Personnel

- 365 days in a year X 24 hours in a day = 8760 hours a year
- 8760 hours / 3 shifts = An average of 2920 hours per shift (Green, Read, and Blue)
- Average 11.3 pay periods per shift per year @ 120 hours;
  120 – 106 = 14 hours overtime x 11.33 pay periods = 158.62 hours overtime
- Average 3.3 pay periods per shift per year @ 144 hours;
  144 – 106 = 38 hours overtime x 3.33 pay periods = 126.54
- 158.62 + 126.54 = 285.16 total average overtime per shift per year
- 285.16 / 2 = 142.58 add to annual hours @ straight time
- 2920 + 142.58 = 3062.58 total annual hours.

- 2080 annual day hours
- 3062 annual line hours
- 2080 / 3062 = .6793 conversion factor

CONVERSION FACTOR
.6793

Example:

Line personnel receive a $0.40 / hour increase;
.40 / .6793 = .5888 or $0.59 / hour increase for day personnel

Day personnel receive a $1.10 / hour increase;
1.10 X .6793 = .75 or $0.75 / hour increase for line personnel

#2

Mayor
WES MAINORD

The City of Shawnee
Office of the City Manager
P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1601 Fax (405) 214-4249
www.ShawneeOK.org

Commissioners
GARY VOGEL
LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHEAL DYKSTRA

November 17, 2014

Brenden Sheppard
President
IAFF, Local 206

Hand Delivered

Dear Mr. Sheppard:

On September 8, 2014, Interim Fire Chief Dru Tischer issued new SOG's regarding the use of the "2 hour slot" contained in Article X, Section 10.05 of the Collective Bargaining Agreement.

On September 15, 2014, IAFF Local 206 filed a grievance.

In order to resolve the issues around the grievance, the City of Shawnee and Local 206 agree as follows:

1. The slot can be scheduled thirty days in advance, as all other leave, as long as Department is above minimum manning.
2. This is a fourth calendar slot to be used (1) one to (4) four hours.
3. There is to be only one use per shift.
4. There will be no "stacking".
5. There will be no transfer of the slot to another member.
6. There will be no exchange time.
7. Any necessary leave cancellation will be handled the same as other leave in accordance with Section 10.03 of the CBA and SFD SOG #A.0011.

Sincerely,

Brian McDougal
City Manager
City of Shawnee

Regular Board of Commissioners **8.j.**

Meeting Date: 07/16/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund Normal Retirement for Ron Gwynn.

Attachments

No file(s) attached.

Regular Board of Commissioners **8.k.**

Meeting Date: 07/16/2018

Extension of Employment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve an Extension of Employment Agreement with Judge Randall Wiley.

Attachments

Extension of Employment

EXTENSION OF EMPLOYMENT AGREEMENT

THIS EXTENSION OF EMPLOYMENT AGREEMENT is being made into by and between The City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and Randall Wiley, hereinafter referred to as "Wiley" or "Appointee" (collectively referred to herein as the "Parties"), and made EFFECTIVE JULY 1, 2018.

WITNESSETH:

WHEREAS, the City has a need for retaining a municipal judge for and during the tenure provided for in 11 O.S. §§ 101 *et seq*. and Chapter 12 of the City of Shawnee, Oklahoma, City Code (hereinafter the "City Code"), and Appointee has experience in that endeavor.

WHEREAS, the Parties previously entered into an Employment Agreement, effective July 1, 2016 (the "2016 Employment Agreement"). The 2016 Employment Agreement provided that the term and tenure performed by the Appointee would end on June 30, 2018. The above-referenced 2016 Employment Agreement is attached and incorporated herein.

WHEREAS, the Parties now desire to enter into an EXTENSION OF EMPLOYMENT AGREEMENT, [of the 2016 Employment Agreement], wherein the Appointee will continue to be employed by the City, EFFECTIVE JULY 1, 2018, for a two (2) month limited extension term therefrom;

WHEREAS, the Parties have agreed that the term of this Extension of Employment Agreement shall end on August 31, 2018;

WHEREAS, under this Extension of Employment Agreement, Appointee and City will continue to perform its respective duties and obligations pursuant to the same terms provided for in the 2016 Employment Agreement, which are re-stated and re-incorporated below, save and except the modifications of the Compensation and Term of Employment outlined in these Recitals and Paragraphs 2 & 3 below;

WHEREAS, the Parties hereto desire to commit their Extension 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. Employment. The City hereby employs Appointee, in his official capacity, as the municipal judge for the City. Furthermore, this Agreement is contemplated by the parties to be contingent upon the following stipulations that represent compliance applicable state law and City Code:

a. Appointee is authorized to practice law in the State of Oklahoma, and is in good, active standing with its bar association;

b. Appointee is a resident of the City of Shawnee, Oklahoma;

c. Appointee has been properly appointed by the mayor of the City of Shawnee;

d. Appointee's appointment has been confirmed, and otherwise consented to by the City of Shawnee, Oklahoma's governing body, being the City Commission.

e. During the course of Appointee's employment, 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.

f. Appointee may engage in the practice of law in any other court during his tenure of office, but he will not accept employment inconsistent with his duties as municipal judge or arising out of facts which give rise to or are connected with cases within the jurisdiction of the court pending in the court that might become the subject of proceedings in the court;

g. Appointee may serve as judge of other municipal courts, if such service may be accomplished consistently with his duties as municipal judge for the City, and with the consent of the City Commission.

2. Compensation. During the limited Extension Term, The City will pay Appointee a salary, paid in bi-weekly installments, at his current rate as of June 30, 2018. Appointee shall be responsible for scheduling and compensating his replacement for any court dates missed, for any reason, during his tenure.

3. Extension Term of Employment. The City will employ Appointee for a term of two (2) consecutive months and will expire on August 31, 2018. Prior to the expiration of the contract, the Parties may review the contract at which time it will either be renewed or allowed to terminate pursuant to its terms. If Appointee, pursuant to the terms of this Agreement determines that he will prematurely vacate his position and employment with the City, Appointee must give 60 days' written notice to the other Party.

4. Benefits. Appointee is employed as contract labor only and will not be considered a full time or part time employee entitled to any type of benefits paid by the City. Vacation and sick leave are not provided as a part of this Agreement.

5. Termination for Cause. The City may terminate Appointee's employment for cause. Termination for cause shall be for any cause, determined by the City, which renders him unqualified or unfit to remain in the employ of the City in the sole discretion of the City. Termination for cause shall be effective immediately upon delivery of a written notice to

Appointee by the City. Removal from office will in compliance with, and pursuant to Section 12-26 of the City Code and/or any of its subsequent supplements and recodifications.

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.

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

_____
by: JUSTIN ERICKSON, City Manager

_____
by: RANDALL WILEY,

Consent 8.

Regular Board of Commissioners

Meeting Date: 07/16/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider approval of Consent Agenda:

Attachments

No file(s) attached.

Regular Board of Commissioners **9.**

Meeting Date: 07/16/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)

Attachments

No file(s) attached.

Regular Board of Commissioners **10.**

Meeting Date: 07/16/2018

EOM

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by City Manager to Employee of the Month, Craig Mincher, Parks Department.

Attachments

No file(s) attached.

Regular Board of Commissioners **11.**

Meeting Date: 07/16/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Cody Presley.

Attachments

No file(s) attached.

Regular Board of Commissioners **12.**

Meeting Date: 07/16/2018

Motorola Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Motorola Memo

Motorola Reso

City of Shawnee Memorandum

To: Honorable Mayor and City Commissioners

Through: Justin Erickson, City Manager D. L.

From: Donald D. Lynch, Emergency Management Director

Date: July 6, 2018

Re: Renewal of Lease Agreement with Motorola

NATURE OF THE REQUEST:

I am writing to request your approval on renewal of a Lease Purchase Agreement with Motorola Credit Corporation

STAFF ANALYSIS /CONSIDERATIONS:

On July 15, 2013 an agreement was made between the City and Motorola Credit Corporation to cover the cost of replacement of dispatch radio consoles in our dispatch center along with upgrading and replacing mobile and portable radios for the Police and Fire Departments, upgrading and adding capacity to our existing radio repeater tower at City Hall and providing equipment for an additional repeater site on the North Kickapoo Water Tower.

The term of the agreement was for 84 months with 7 annual payments of $320,827.62.

Attached is a resolution approving renewal of that agreement for fiscal year 2019.

RECOMMENDATION:

Staff recommends adoption of the resolution.

BUDGET CONSIDERATION:

Funding for this agreement extension will be available to the City and the obligations created by the extension, renewal, and revitalization of the agreement will not exceed the income and revenue provided for such purposes under the budget proposal for 2019.

Thank you for your favorable attention to this request.

CITY OF SHAWNEE

RESOLUTION NO. _____

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

WHEREAS, on the 15th day of July, 2013, a certain lease agreement was made and entered into by and between the City of Shawnee, Oklahoma, and Motorola Credit Corporation, covering the following described upgrade project referred to as equipment, to-wit:

> Replacement of radio consoles in dispatch center; replace and upgrade the repeaters, antennas, and feed line at our existing towers at City Hall; replace the fleet of mobile and portable radios in the Police and Fire Departments; and construct a new 800 MHz system repeater tower on the North side of Shawnee

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2018, unless extended in the manner provided in said Lease Agreement, and

WHEREAS, it is the desire of the City to renew, extend and revitalize said Lease Agreement and all of its terms and provisions, and

WHEREAS, funds sufficient to pay the rentals under said agreement are now or will be legally at the disposal of the City and the obligations created by the extension, renewal and revitalization of said agreement will not exceed the income and revenue provided for such purposes for such period of time; and

WHEREAS, all monthly rentals due under the Lease Agreement have been fully paid;

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

THAT the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, subject to the approval of the said Motorola Credit Corporation, all in accordance with the provisions of Section 43.1, 430.2 and 430.3 of Title 62 Oklahoma Statutes (1951) for a period commencing on the 1st day of July, 2018, and ending on the 30th day of June 2019, unless prior to June 30, 2019, the rentals paid shall equal, but not exceed the purchase price of the equipment.

Dated this _____ day of July, 2018.

_____

ATTEST: RICHARD FINLEY, MAYOR

_____

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality:

_____

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners **13.**

Meeting Date: 07/16/2018

Downtown Parklet Policy

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution to adopt a Downtown Parklet Policy.

Attachments

Downtown Parklet Memo

Downtown Parklet Reso

City of Shawnee
OKLAHOMA
Community Development Department

Agenda: July 16th City Commission

To: City of Shawnee Planning Commission and City Commission

From: Justin DeBruin, Community Development Director

RE: Downtown Parklet Policy

The term "parklet" typically represents the conversion of an automobile parking space into a mini-park for passive recreation. They are typically created by building a platform on the pavement to extend the sidewalk space, and retrofitting it with benches, planters, tables and chairs, and bike racks on occasion. Parklets are built out of semi-permanent materials and are installed in a way that does not require reconfiguring the roadway or pouring concrete. They are usually hosted or sponsored by a local business or organization that pays to design and build them and agrees to keep them maintained.

Parklets will be limited to three or less parking spaces in downtown Shawnee, designated as the Central Business District (C4). They are temporary in nature with permits allowed for 30-day or 90-day use, and are approved on a case-by-case basis. The policy guideline details requirements for construction, maintenance, and insurance. Adjacent property and business owner support is necessary for approval. Access will be exclusively from the curbside and will not interfere with existing sidewalks. Being that parklets are established in the public right-of-way, they must be free and open to the public, not an extension of private business.

In collaboration with Blue Zones Project of Pottawatomie County (BZP), the City of Shawnee intends to incorporate a number of built environment best practices to improve quality of life for all citizens of Shawnee. Among the priority list of best practices selected during the BZP Built Environment Summit and confirmed by the BZP Advisory Committee, was a permitting process for parklets in Downtown Shawnee. The proposed guidelines will supplement a required Special Event Permit through the City Manager's office.

Staff recommends approving the proposed resolution, allowing Staff to incorporate a policy for parklet use in the Shawnee downtown.

Attachment:

1. Parklet Examples
2. Downtown Parklet Policy
3. Downtown Parklet Policy Resolution

Justin DeBruin, AICP
Community Development Director
222 N. Broadway
Shawnee, OK 74801
(405) 878 - 1665
justin.debruin@shawneeok.org

PUBLIC
PARKLE

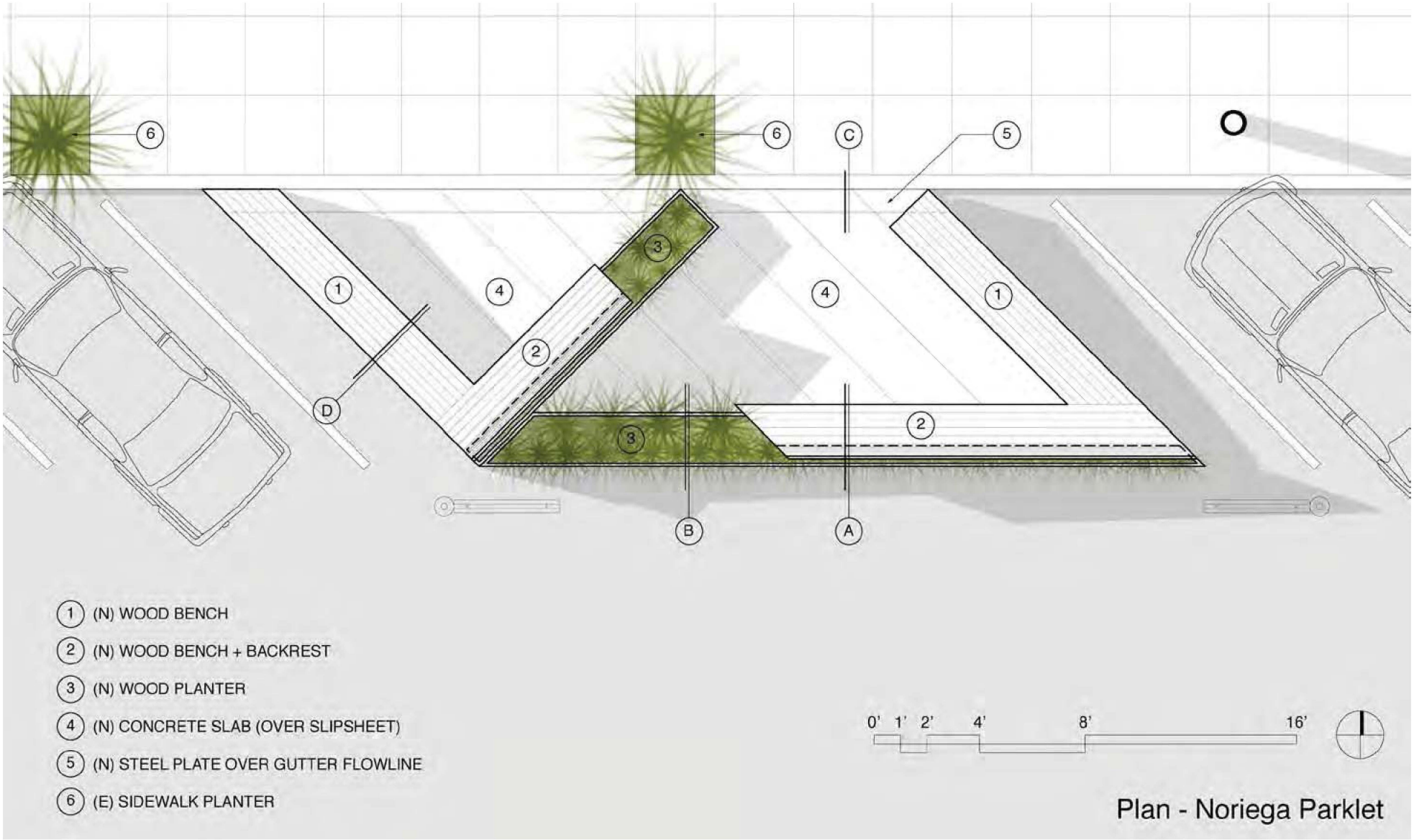


Figure 56. Plan view of Noriega parklet, San Francisco, CA.
Credit: Matarozzi Pelsigner Builders

STOP

WHARTON MBA
2 COASTS
Giorgio's PIZZERIA
PIZZERIA
Double Happiness
PUBLIC PARKLET

City of Shawnee: Parklet Policy Guidelines

This program establishes guidelines for Parklets within the City of Shawnee downtown public rights-of-way by providing a formal mechanism for businesses, non-profits, and property owners to encourage enhanced pedestrian use of streets. Parklets are made by converting two or more curbside parking spaces into a platform with pedestrian amenities, including landscaping, tables and seating, and even bicycle racks. Parklets offer a place to stop, sit, and rest while taking in the activities of the street. A permit through the City Manager's Office is required prior to the construction of a Parklet.

APPROPRIATE LOCATION

- Parklets will only be allowed in the Shawnee Downtown area, defined by C-4 (Central Business District Zoning).
- Are only allowed on streets with speed limits at 25 mph or below.
- Cannot block storm drains, gutters, or access to City utilities.
- Cannot be within 10 feet of a fire hydrant.
- Cannot use handicap spaces.

APPLICATION PROCESS

Submit parklet plan and a special event application, also available at shawneeok.org, to the City Manager's Office, located at 16 W. 9th St. For further assistance with the application process, please call 405-878-1601.

PARKLET RULES

(*Not following these rules may cause the application to be denied and/or permit to be revoked.)*

- Applications will be approved on a case-by-case basis.
- Permit must be issued prior to on-site construction.
- Parklets are established in the rights-of-way and must be free and open to the public, not an extension of private business.
- Requirements may change depending on desired location.
- Letters of support from neighboring businesses and property owners are encouraged.
- Food and beverages may be brought into and consumed in a parklet. However, no sales of any kind are allowed.
- State Law does not allow alcohol in public places.
- Setup and teardown dates must be included in the time allotted through the permit.
- Up to two parallel parking spaces or up to three angled spaces may be used for the parklet.
- Adjacent businesses and property owners must give consent to the applicant's request to transform the parking spaces into a Parklet.
- The applicant must provide written notice to all business and property owners on the opposite side of the street where the parklet will be located at least 10 days before the permit start date.

- The public can file complaints with the City Manager's Office. The permit holder will be notified about the complaints.

PARKLET CONSTRUCTION

- Must be constructed to have access from the curbside only and not interfere with the existing sidewalk.
- Three sides (excluding curbside) can't be entry points.
- Solid/heavy materials such as vertical planters, cinder blocks, vertical pallets, wood construction, etc. should be at least 3 feet tall and line the Parklets on the parking and traffic sides. These elements must create a solid barrier on the parking and traffic sides.
- Reflective tape must be applied to barriers.
- Must have channels between the street and the platform to facilitate drainage.
- No bolting or any other damage to the street is allowed.
- Must have a minimum of 2 feet of clearance from the lane of traffic on the traffic side of the parklet.
- Edge of parklet must be at least 2 feet away from abutting parking spaces.
- Gap between the sidewalk curb and the platform of the parklet must be ½ inch or less.
- Parklet should conform to ADA standards.
- Electricity considered on a case-by-case basis.
- No rooftops allowed.

USE AND MAINTENANCE

- No sales of any kind allowed in the parklet. However, food and beverage can be brought into and consumed in the parklet.
- Should feel public and be devoid of cues that signify that the space's primary function is for commercial activity. Umbrellas must not carry advertising, must not extend past the parklet, must not affect visibility of signage, and must be secured to withstand wind stresses.
- Permit holder will be held responsible for all actions that take place in the parklet.
- Parklet cannot contain advertising of any sort. However, a plaque no larger than 8 ½ inches x 11 inches recognizing the parklet permit holder is allowed.
- Permit holder is responsible for maintaining the parklet including daily cleaning, maintenance and pest control.

INSURANCE REQUIREMENT

Permit applicant must provide evidence of liability insurance for a minimum coverage of $1 million naming the City of Shawnee as additional insured and valid for the duration of the permit.

PARKLET PERMITS

There are two types of parklet permits:

- **30-day parklet permit** is issued through a revocable permit and requires administrative approval. Applications for the 30-day parklet permit must be submitted no later than 30 days prior to intended start date. The 30-day parklet permit is eligible for one renewal.
- **90-day parklet permit** is issued through a revocable permit and requires administrative approval. Applications for the 90-day parklet permit must be submitted no later than 30 days prior to the intended start date. The 90-day parklet permit is eligible for one renewal.

FEES

30-day parklet - $100 revocable permit.

- 30-day deadline for application. Issued for 30-day parklet that conforms to the parklet guidelines. Permit is eligible for one renewal. The renewal requires an additional $100 revocable permit fee.

90-day parklet - $100 revocable permit.

- 30-day deadline for application. Issued for 90-day parklet that conforms to the parklet guidelines. Permit is eligible for one renewal. The renewal requires an additional $100 revocable permit fee.

APPLICANT CHECKLIST

- ✓ Application & Fee
- ✓ Liability insurance
- ✓ Posted speed limit
- ✓ Site Plan
- ✓ Parklet dimensions
- ✓ Construction material description
- ✓ Construction material diagram
- ✓ Parking closure petition
- ✓ Emergency contact list
- ✓ Maintenance plan

PARKLET REMOVAL

The permit holder is responsible for coordinating and paying for removal of their parklet. If the permit holder fails to remove the parklet, the City will remove it at the expense of the permit holder. Reasons for removal include:

- Expiration of permit
- Failure to resolve complaints
- Lapses in insurance
- Failure to pay fees

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE ADOPTION OF A DOWNTOWN PARKLET POLICY, ALLOWING THE TEMPORARY CONVERSION OF THREE OR LESS CURBSIDE PARKING SPACES INTO A PLATFORM WITH PEDESTRIAN AMENTIES, OFFERING A PLACE TO STOP, SIT, AND REST WHILE IN DOWNTOWN SHAWNEE.

WHEREAS**,** the City of Shawnee supports policies and programs that focus on health, wellness, and an active community environment;

WHEREAS, Parklets are urban amenities appropriate for narrow, active pedestrian streets with slower speed limits;

WHEREAS, specific design and placement guidelines will ensure safety while not impacting the street's vehicular traffic flow;

WHEREAS, Parklets will only be allowed in the C-4 (Central Business District) Zoning District and within the public right-of-way;

WHEREAS, Blue Zones Project of Pottawatomie County has qualified Parklet allowances as a land use best practice; AND

NOW, THEREFORE BE IT RESOLVED, the City Commission of the City of Shawnee hereby supports the adoption and implementation of a Downtown Parklet Policy.

PASSED AND APPROVED this 16th day of July, 2018.

_____

RICHARD FINLEY, MAYOR

ATTEST:

(SEAL)

_____

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners **14.**

Meeting Date: 07/16/2018

S07-18 4981 N Harrison

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a Preliminary Plat for Shawnee Motel Addition located at 4981 North Harrison Avenue. Case No. S07-18. Applicant: Joe Covey.

Attachments

S07-18 4981 N Harrison

RECOMMENDATION TO: MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM: CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT: APPLICANT: Joe Covey
FOR: Preliminary Plat for Shawnee Motel Addition
LOCATION: 4981 N. Harrison Avenue, Shawnee, OK
PROJECT# 180320 CASE# S07-18

PLANNING COMMISSION MEETING DATE: July 5th, 2018
PLANNING COMMISSION RECOMMENDATION: Deny

VOTE OF THE PLANNING COMMISSION: *MEMBERS PRESENT: 6*

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
DEEM		X	X			
MATTHEWS	X		X			
WALKER			X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)			X			
KIENZLE						ABSENT
ROWELL			X			

RESPECTFULLY SUBMITTED,
Cheyenne Pettigrew
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET:_____ DATE OF ACTION:_____

ADOPTED_____ DENIED_____

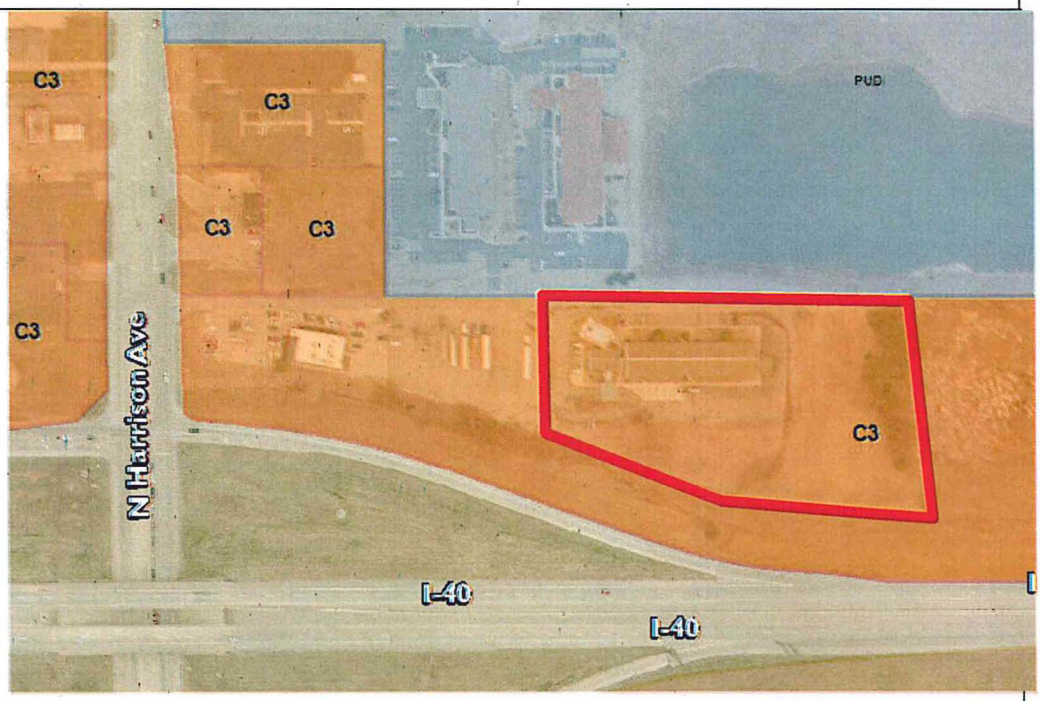
City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org	City of Shawnee OKLAHOMA	CASE # S07-18 PUBLIC HEARING DATE: July 5th, 2018 CITY COMMISSION DATE: July 16th, 2018

APPLICANT: Joe Covey	20 NE 38th St. Oklahoma City, OK 73105	(405) 601-7402

PROPERTY ADDRESS/LOCATION: **4981 N. Harrison**

SUMMARY OF REQUEST:

The applicant, Joe Covey, is requesting a preliminary plat, dividing a 4.5 acre tract of into two commercial lots. The subject site is located at the north-east corner of Harrison Avenue and Interstate-40 and is currently zoned C-3 (Highway Commercial). Motel 6 exists on the subject site and will be contained entirely within the proposed lot 1. The additional lot, lot 2, will be reserved for general commercial use.



EXISTING ZONING:	EXISTING LAND USE:	SURROUNDING ZONING & LAND USE:	Number of Lots:	PROPERTY SIZE:
C3	Hotel	C-3 (Highway Commercial)	2	4.49

STAFF REVIEW AND ANALYSIS

Based on Staff's review of the proposal, a number of corrections are necessary to ensure conformance with City Code. **As this case has been deferred on two occasions, yet no corrections or additional information have been submitted, Staff forwards a recommendation to deny the Shawnee Motel Preliminary Plat.**

APPROVE	APPROVE WITH CONDITIONS	DENY

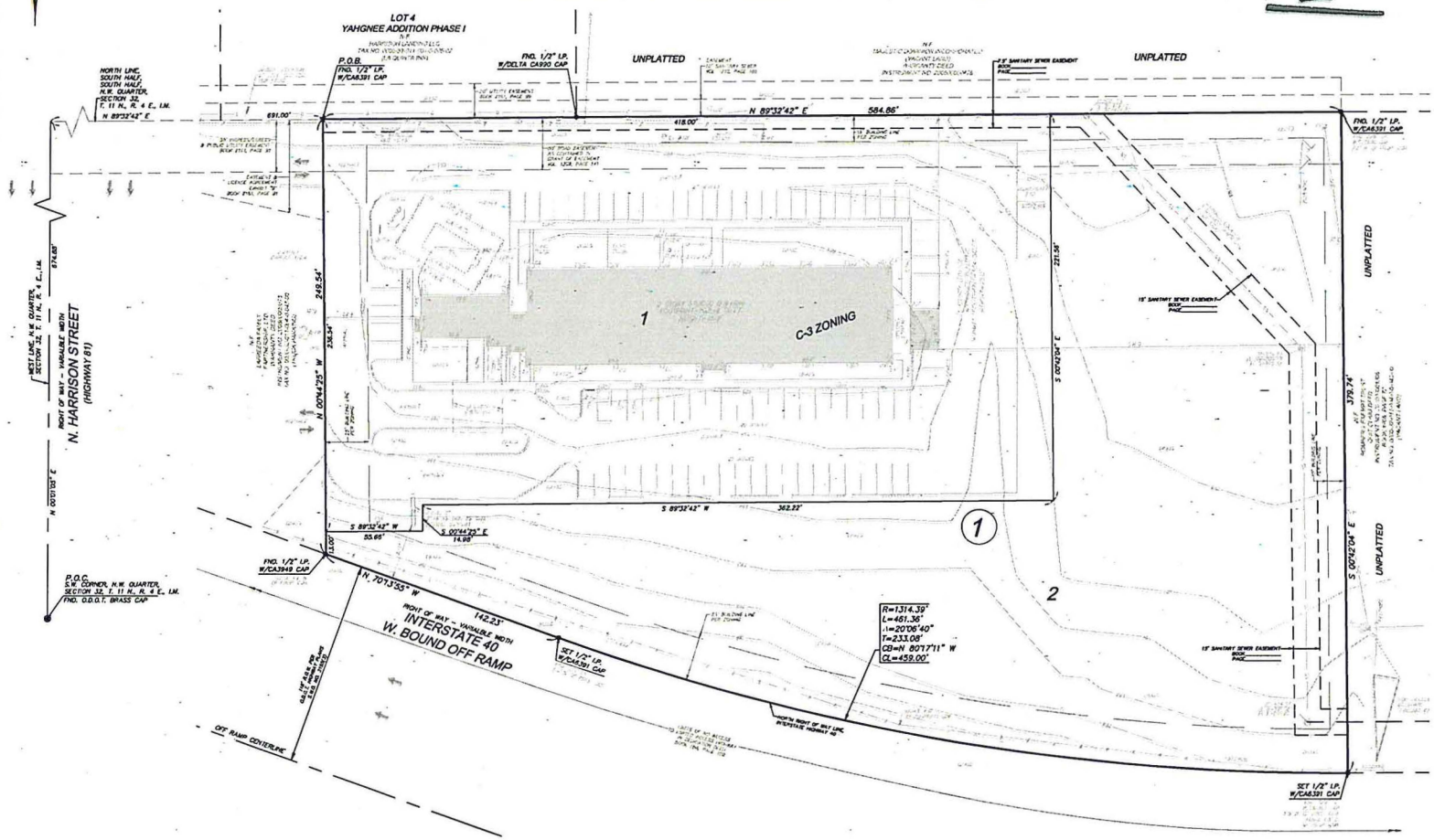
ATTACHMENTS: (CIRCLE)	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS		AGENCY COMMENTS	RESPONSE TO STANDARDS	

Attachments:

Exhibit 1: Shawnee Motel Preliminary Plat

PRELIMINARY PLAT OF
SHAWNEE MOTEL ADDITION
A PART OF THE NW/4, SECTION 32, T. 11 N., R. 4 E., I.M.
SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

EXHIBIT 1



LOCATION MAP
1" = 2000'

ZONING DATA
DISTRICT: C-3 AUTOMOTIVE & COMMERCIAL RECREATION
MINIMUM YARD REQUIREMENTS FRONT: 25' SIDE: 15' STREET SIDE, 2' FOR EACH 1' BUILDING HEIGHT WHEN ABUTTING RESIDENTIAL, OTHERWISE NONE REAR: 10' FOR MAIN BUILDING, IF SERVICED FROM REAR ALLEY 30' TOTAL
PARKING: NONE STATED
MAXIMUM HEIGHT: 2 1/2 STORIES OR 35' BULK REQUIREMENTS: 30% MAX. LOT COVERAGE
PARKING REQUIREMENTS: 1 SPACE PER SLEEPING UNIT PLUS 1 SPACE PER 200 SQ.FT. OF ACCESSORY AREA
MOTEL OR HOTEL USE PERMITTED
MAX. SIGN HEIGHT: 40' SIGN SIGHT TRIANGLE OF 30' SETBACK
MAX. NO. OF SIGNS NONE STATED
NO LANDSCAPE SETBACK REQUIREMENTS LISTED
CONTACT STEPHANIE CLARY AT STEPHANECLARY@SHAWNEEOK.ORG INFORMATION PROVIDED BY ZONING INC.

LEGEND

ALPHA ALPHA	PP PIPE POLE
AFS AUTO SPRINKLER	LPG LIGHT POLE
AC AIR CONDITIONER	LP-S UTILITY POLE
EM ELEC. MTR.	SS SAT ANCHOR
EM ELEC. METER	BP BOLLARD POST
ETD ELEC. TRANS.	GM GAS METER
PM TELE. PEDS.	WM WATER METER
TVM CABLE PEDS.	WMP WATER METER PIT
AD AREA DRAIN	HYD HOUSE PIPE
CO CLEAN OUT	FH FIRE HYDRANT
FD FIRE DETECTOR	FVM FIRE VALVE
SS SOIL STACK	FPM FIRE PIPE
GM GAS METER	GVM GAS VALVE
EMK ELEC. MARKER	PLBX PULL BOX
FPM FIRE SPRK MARKER	TCB TRAFFIC CONTROL BOX
GMK GAS MARKER	TS TRAFFIC SIGNAL LIGHT
WMK WATER MARKER	SCV S SPRINKLER VALVE
PMK PIPELINE MARKER	HL HAND LIGHT
TMK TELE. MARKER	HYD HYDRANT
TVK CABLE MARKER	SCB STORM DRAIN
WW WELL	HYD HYDRANT
MB MAILBOX	SCB STORM DRAIN
BM BENCH MARK	AVE
SS SANITARY SEWER	HANDICAPPED SIGN
SD STORM SEWER	SIGN
LH LAMP HOLE	BENCHMARK ELEVATION
TELEPHONE	TREE
CABLE TV	BUSH
ELECTRIC	HANDICAPPED SPACE
WATER	
WOODEN/PICKET FENCE	GAS LINE
CHAIN LINK FENCE	WATER LINE
BARBED WIRE FENCE	FIBER OPTIC
ORNAMENTAL FENCE	ELEC LINE
WOOD GATE	UNDERGROUND ELECTRICAL
CONCRETE	OVERHEAD ELECTRICAL
BRICK	TELEPHONE LINE
ROCK	UNDERGROUND TELEPHONE
MAIL BOX	OVERHEAD TELEPHONE
	CABLE TV LINE
	UNDERGROUND CABLE TV
	OVERHEAD CABLE TV
	SANITARY SEWER
	STORM SEWER
	CONCRETE CURB

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
PH PERCHED HEIGHT
FF FINISHED FLOOR ELEVATION

NOTES:

1. The bearing of North 89°32'42" East as described in the deed of record and as shown on the north line of the subject property was used as the basis of bearing for this plat.
2. Easements shown hereon by specific recording information are shown for reference purposes only and are not dedicated as a part of this plat.

OWNER / DEVELOPER
JM SWAMI, LLC
12121 RICHMOND AVENUE, SUITE 419
HOUSTON, TEXAS 77082
PHONE: 229-395-3961
CONTACT: MANISH PATEL
EMAIL: manish112@aol.com

SURVEYOR
DODSON-THOMPSON-MANSFIELD, PLLC
20 N.E. 38TH STREET
OKLAHOMA CITY, OKLAHOMA 73105
PHONE: 405-601-7402
CA# 6391 / EXPIRES 6-30-18
CONTACT: JOE A. COVEY
EMAIL: joec@dtm-ok.com

AREAS

GROSS	186,874 SQ. FT.	4.4998 ACRES
LOT 1	83,429 SQ. FT.	2.1446 ACRES
LOT 2	102,445 SQ. FT.	2.3518 ACRES

SUBDIVISION CONTAINS 2 LOTS IN 1 BLOCK

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

DODSON - THOMPSON - MANSFIELD, PLLC
20 NE 38th Street Oklahoma City, OK 73105 Phone 405-601-7402 Fax 405-601-7421 email: randy@dtm-ok.com
Surveying - Engineering - Earthwork
CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2018

Sheet: 1 of 1

DATE OF PREPARATION: MARCH 7, 2018

PRELIMINARY PLAT 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: S07-18
Project Number: 180320
Date Filed: April 2nd, 2018
Amount Paid: $231.00
Receipt No.: 02153073

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call 878-1616 with any questions.

APPLICANT Joe Covey
APPLICANT ADDRESS 20 NE 38th St. OKC, OK, 73105
APPLICANT PHONE NUMBERS 601-7402 (OFF) 990-0323 (Cell)
EMAIL ADDRESS joec@dtm-ok.com
NAME OF PLAT SHAWNEE MOTEL ADDITION
LOCATION 4981 N. Harrison
NUMBER OF ACRES 4.4966 NUMBER OF LOTS 2

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: $225.00
PLUS $3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 2 231.00
PLUS $1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS — —
TOTAL COST 231.00

FOR LESS THAN 2 ACRE LOTS: FEE: $225.00
PLUS $2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS ____ ____
PLUS $1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS ____ ____
TOTAL COST ____

OWNER/DEVELOPER INFORMATION:
NAME J.M. Swami, LLC
ADDRESS 12121 Richmond Ave, Suite 415 Houston Texas 77082
CONTACT NUMBERS 229-395-5861
EMAIL ADDRESS manish112@gmail.com

PROJECT ENGINEER INFORMATION:
NAME Dodson Thompson Mansfield, PLLC (Joe Covey P.E.S.)
ADDRESS 20 NE 38th St OKC OK 73105
CONTACT NUMBERS 601-7402 office 990-0323 Cell
EMAIL ADDRESS joec@dtm-ok.com

APPPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

Regular Board of Commissioners **15.**

Meeting Date: 07/16/2018

P10-18, P11-18, P12-18 Various N. Kickapoo

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 4325 North Kickapoo Avenue from R-1; Single Family Residential District to C-3; Highway Commercial District, Case No. P10-18; and property located at 4331 North Kickapoo Avenue from C-1; Neighborhood Commercial District to C-3; Highway Commercial District, Case No. P11-18; and property located at 4337 North Kickapoo Avenue from R-1; Single Family Residential District to C-3; Highway Commercial District, Case No. P12-18. Applicant: Nelmon Brauning.

Attachments

Various N Kickapoo Staff Rpt

Various N Kickapoo Ord

RECOMMENDATION TO: MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM: CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT: APPLICANT: Nelmon Brauning
FOR: Rezone
LOCATION: 4325, 4331 & 4337 N. Kickapoo Avenue, Shawnee, OK
PROJECT#: 180561 Case# P10-18

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: R-1; Rural Agricultural District & C-1; Neighborhood Commercial District
REQUESTED CLASSIFICATION: C-3; Highway Commercial District
PROPOSED PROPERTY USE: Retail

PLANNING COMMISSION MEETING DATE: July 5th, 2018

PLANNING COMMISSION RECOMMENDATION: Approve w/ following condition:

1. The existing residential structure, addressed as 4325 N. Kickapoo Avenue shall be removed within six (6) months of City Commission rezone approval.

VOTE OF THE PLANNING COMMISSION: *MEMBERS PRESENT:* 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
DEEM			X			
MATTHEWS			X			
WALKER		X	X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)	X		X			
KIENZLE						ABSENT
ROWELL			X			

RESPECTFULLY SUBMITTED,
Cheyenne Pettigrew
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____ DATE OF ACTION: _____

ADOPTED _____ DENIED _____ ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org	City of Shawnee OKLAHOMA	CASE # P10-18, P11-18, P12-18 PUBLIC HEARING DATE: July 5th 2018 CITY COMMISSION DATE: July 16th 2018
APPLICANT: **Integro Holding Company, LLC.**	**35963 HWY 99A Seminole, OK 74868**	**nbrauning@hotmail.com**

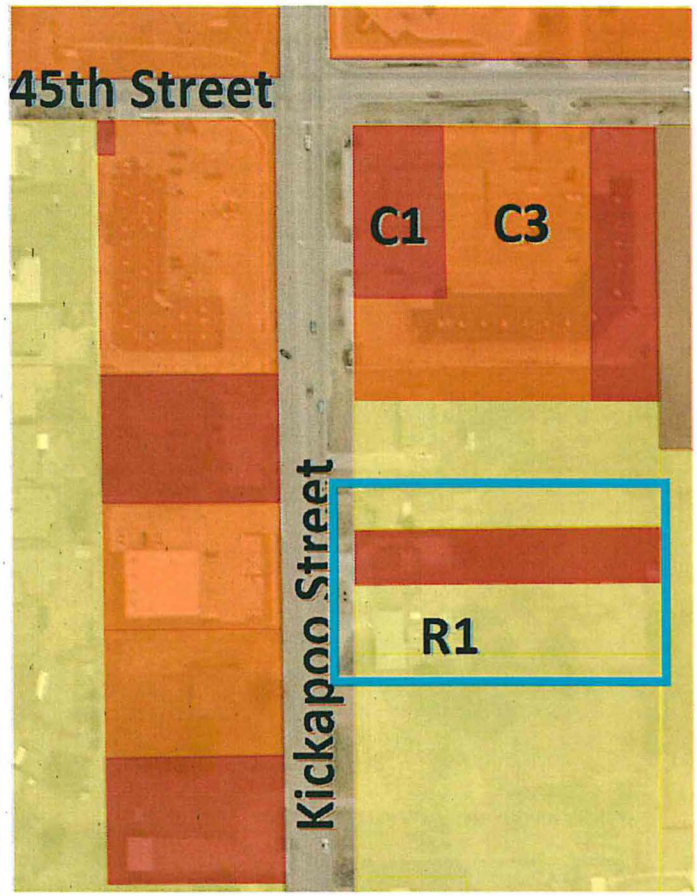
PROPERTY ADDRESS/LOCATION:

4325, 4331, and 4337 N. Kickapoo Ave.
Shawnee, OK 74804

The applicant is requesting approval to rezone property from R1 (Single Family Residential) and C1 (Neighbourhood Commercial) to C3 (Highway Commercial).

The intent is to demolish all existing structures and begin construction on a shopping center.

In accordance with Section 30 of the Subdivision Regulations, the three subject properties have been combined on one deed.



EXISTING ZONING:	EXISTING LAND USE:	SURROUNDING ZONING & LAND USE:	School District:	PROPERTY SIZE:
R1 C1	Residential	R-1 (Single Fanily Residential) C-1(Neighborhood Commercial) C-3 (Highway Commercial)	I-93	2.2 Acres

STAFF RECOMMENDATION		
The requested rezone from R1 and R2 to C3, particularly on Kickapoo south of 45th, is consistent with surrounding zoning and the Comprehensive Plan's designation of this area for commercial use. The property was previously divided into three separately lots, but has since been combined under one deed. The property owner intends to demolish the three existing structures shortly after zoning approval to prepare the land for new construction. No building permits will be received on this site until all structures are removed. **Staff hereby recommends approval on the requested rezone from R1 and R2, to C3.**		
APPROVE	**APPROVE WITH CONDITIONS**	**DENY**
No forms of protest have been received by the City regarding this case.		
ATTACHMENTS: **SUBMITTED PLANS**	**PUBLIC HEARING PETITION/ APPLICATION FORM**	**LEGAL NOTICE** **LEGAL DESCRIPTION**
PUBLIC COMMENTS	**AGENCY COMMENTS**	**RESPONSE TO STANDARDS**

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: P10-18
Project Number: 180861
Date Filed: May 31st, 2018
Cheyenne Pettigrew
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 R1 & C1 District to C-3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 4325, 4331 & 4337 N. KICKAPOO SHA.

LEGAL DESCRIPTION: ALL IN LOT 4 SEC 6-T10N-R4E (SEE ATTACHED DEEDS)

PROPERTY OWNER (S): INTEGRO HOLDING COMPANY

PROPERTY AGENT (APPLICANT): NELMON BRAUNING

APPLICANT'S ADDRESS: 35963 HWY 99A

CITY: SEMINOLE STATE: OK ZIP: 74868

EMAIL ADDRESS: nbrauning@hotmail.com

TELEPHONE NUMBER: (405) 370-0394 CONTACT NUMBER: (405) 370-0394

DIMENSIONS OF PROPERTY: AREA: 2.15 ACR WIDTH: 223'
LENGTH: 420' FRONTAGE: 223'

CURRENT ZONING: R1 & C1 **CURRENT USE:** Rental & office

PROPOSED ZONING: C3 **PROPOSED USE:** Retail

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.

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

Nelmon Brauning
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE $ 280.00
RECEIPT NO. 2172707

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.:** ____

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P10-18

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on a proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land described as beginning 690 feet South of the Northwest Corner of Lot Four (4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence East 420 feet; thence North 78 feet; thence West 420 feet; thence South 78 feet to the point of beginning.

General Location Known As:	4325 N. Kickapoo Avenue, Shawnee, OK
Current Zoning Classification:	R-1; Single Family Residential District
Requested Zoning Classification:	C-3; Highway Commercial District
Proposed Use of Property:	Retail
Applicant:	Nelmon Brauning

The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

July 5th, 2018 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
July 16th, 2018 AT 6:00 P.M.: CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition of the proposed rezone will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Secretary's office at 222 N. Broadway.

Witness my hand this 14th day of June, 2018.

THE CITY OF SHAWNEE SEAL OKLAHOMA

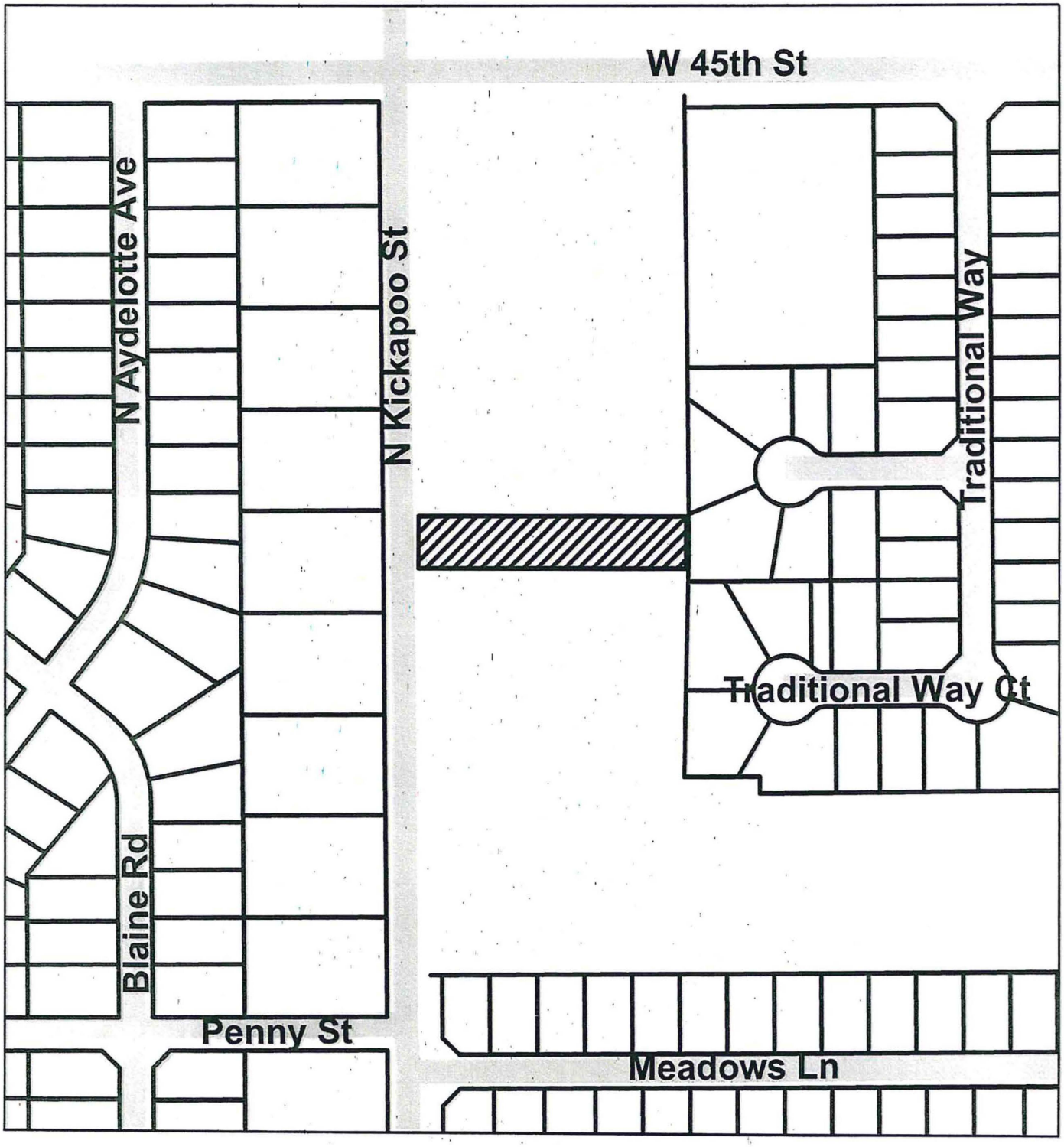
Phyllis Loftis

Phyllis Loftis, City Clerk

CASE #P10-18

REZONE FROM R-1 TO C-3

4325 N. KICKAPOO AVENUE



CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P11-18

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on a proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land lying in Lot Four (4), being otherwise described as the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; described as beginning at a point 612 feet South of the Northwest Corner of said Lot Four (4); thence East 420 feet; thence North 75 feet; thence West 420 feet; thence South 75 feet to the point of beginning.

General Location Known As:	4331 N. Kickapoo Avenue, Shawnee, OK
Current Zoning Classification:	C-1; Neighborhood Commercial District
Requested Zoning Classification:	C-3; Highway Commercial District
Proposed Use of Property:	Retail
Applicant:	Nelmon Brauning

The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

July 5th, 2018 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
July 16th, 2018 AT 6:00 P.M.: CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition of the proposed rezone will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Secretary's office at 222 N. Broadway.

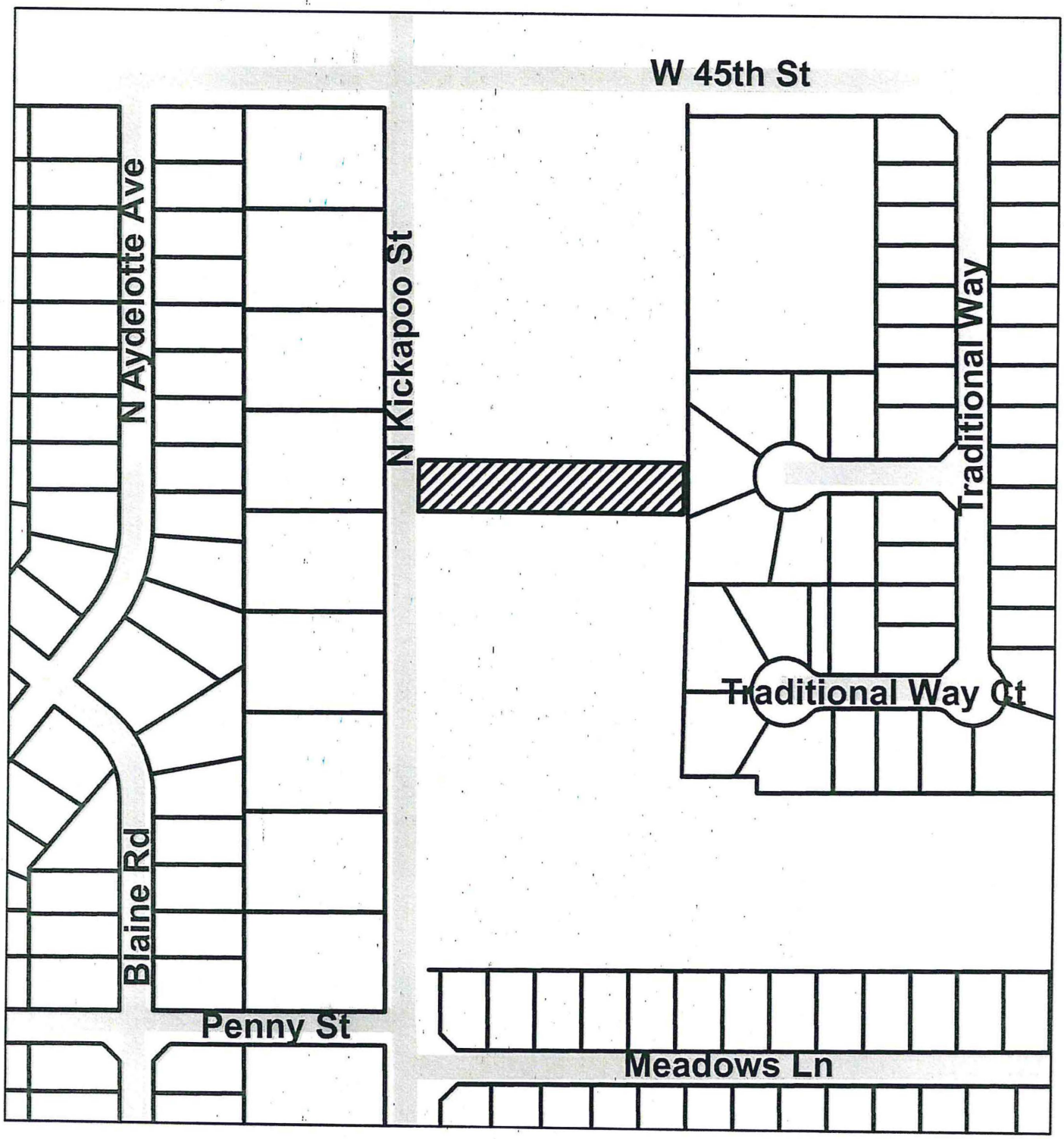
Witness my hand this 14th day of June, 2018.

THE CITY OF SHAWNEE SEAL OKLAHOMA

Phyllis Loftis

Phyllis Loftis, City Clerk

CASE #P11-18
REZONE FROM C-1 TO C-3
4331 N. KICKAPOO AVENUE



CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P12-18

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on a proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

Beginning at a point 467 feet South of the Northwest Corner of Lot Four (4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence East 420 feet; thence South 70 feet; thence West 420 feet; thence North 70 feet to the point of beginning.

General Location Known As:	4337 N. Kickapoo Avenue, Shawnee, OK
Current Zoning Classification:	R-1; Single Family Residential District
Requested Zoning Classification:	C-3; Highway Commercial District
Proposed Use of Property:	Retail
Applicant:	Nelmon Brauning

The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

July 5th, 2018 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
July 16th, 2018 AT 6:00 P.M.: CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition of the proposed rezone will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Secretary's office at 222 N. Broadway.

Witness my hand this 14th day of June, 2018.

THE CITY OF SHAWNEE SEAL OKLAHOMA

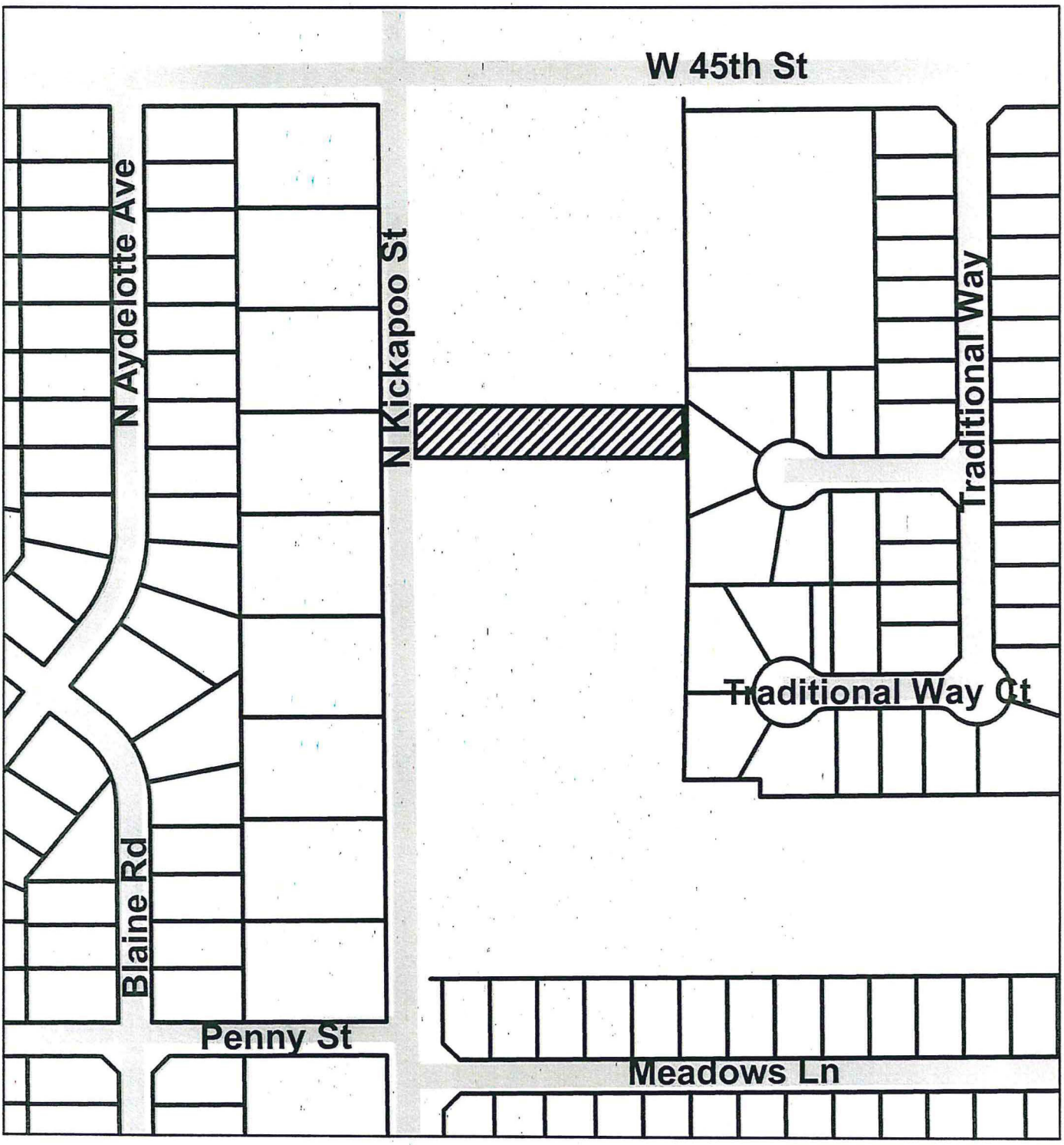
Phyllis Loftis

Phyllis Loftis, City Clerk

CASE #P12-18

REZONE FROM R-1 TO C-3

4337 N. KICKAPOO AVENUE



CERTIFICATE OF BONDED ABSTRACTOR
(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:

A tract of land described as beginning 692 feet South of the Northwest Corner of Lot Four (4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; THENCE East 420 feet; THENCE North 78 feet; THENCE West 420 feet; THENCE South 78 feet to the point of beginning.

Beginning at a point 467 feet South of the Northwest Corner of Lot Four (4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence East 420 feet; thence South 70 feet; thence West 420 feet; thence North 70 feet to the point of beginning.

A tract of land lying in Lot Four (4), being otherwise described as the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; described as beginning at a point 612 feet South of the Northwest Corner of said Lot Four (4); thence East 420 feet; thence North 75 feet; thence West 420 feet; thence South 75 feet to the point of beginning.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (3), 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: May 10, 2018 at 7:30 AM

First American Title Insurance Company

By: Michelle Cook
Michelle Cook
Abstractor License No. 3286
OAB Certificate of Authority # 017
File No. 2323982-SH99

OWNERSHIP LIST

ORDER NO. 2323982

DATE PREPARED: May 17, 2018

EFFECTIVE DATE: May 10, 2018 at 7:30 am

OWNER	LOT	BLK	ADDITION
INTEGRO HOLDING CO LLC P O BOX 720125 OKC OK 73172-0000			93-SU BEG 467'S NW/C LOT 4 (NW NW) S70' E420' N70' W420' POB. (6-10N-4E
INTERGRO HOLDING COMPANY LLC PO BOX 720125 OKC, OK 73172			93-SU BEG 612'S OF NW/C LOT 4 (NW NW) E420' N75' W420' S75' POB. (6-10N-4E)
INTEGRO HOLDING COMPANY LLC P O BOX 720125 OKC OK 73172-0000			93-SU BEG 690'S NW/C LOT 4 E420' N78' W420' S78' POB. (6-10N-4E
HOUSING AUTHORITY OF THE SAC & FOX NATION 201 N HARRISON SHAWNEE OK 74801-0000			BEG 690'S NW/C TH E420' N690' E570' S1056' W468.9' N21*W 13.72' N88*W 333.31' N 100'W183' N244'POB LESS PART PLATTED FOUR WINDS EST 2.85 Acres (6-10N-4E)
FARLEY CHARLES TRACY & RICHARD FRAZIER FARLEY 13306 MUSSON RD SHAWNEE OK 74804-0000			93-SU BEG 289'N SW/C NW NW E183' N100' W183' S100' POB. (6-10N-4E)
HOUSING AUTHORITY OF THE SAC & FOX NATION 201 N HARRISON SHAWNEE OK 74801-0000	1-23 & 25; LESS 2	1	FOURS WINDS ESTATES
HOUSING AUTHORITY OF THE SAC & FOX NATION 201 N HARRISON SHAWNEE OK 74801-0000	1-15; LESS 13 & LESS 8	2	FOUR WINDS ESTATES

HOUSING AUTHORITY OF THE SAC & FOX NATION 201 N HARRISON SHAWNEE OK 74801-0000	A, B, C & D		FOUR WINDS ESTATES
BENTON ELBERT J & BETTE D 719 W DEWEY SHAWNEE OK 74801-0000			93-SU BEG 333'S NW/C LOT 4 S134' E420' N134' W420' POB. 1.29 Acres
SHAWNEE KICKAPOO ENTERPRISES LLC P O BOX 130 DURANT OK 74702-0130			BEG 200'S NW/C S133' E420' N333' W200.54' S200' W219.46' POB SHOPPING CENTER AT 45TH AND KICKAPOO 2.19 Acres
FIRST STATE BANK & TRUST CO ATTN: WENDI VANSICKLE P O BOX 130 DURANT OK 74702-0130			93-SU NW/C NW E420' S333' W420' N333'POB LESS BEG 200'S NW/C S133' E420' N333' W200.54' S200' W219.46' POB 1.02 Acres
D A G PROPERTIES 3937 NBU PRAGUE OK 74864-0000	7	2	COLLEGE VIEW
LIFESTYLE PLAZA LLC 4420 N KICKAPOO SUITE 500 SHAWNEE OK 74804-0000	9 LESS N40' OF W20' AND LT 8	2	COLLEGE VIEW
O'REILLY AUTOMOTIVE STORES INC % RYAN LLC #4851 P O BOX 06116 CHICAGO IL 60606-0000	6	2	COLLEGE VIEW
SKS HOLDINGS LLC 8801 NW 119TH ST OKC OK 73162-0000	5	2	COLLEGE VIEW
EDMONSON RANDY D SEPARATE HOLDINGS TRUST 4016 N KICKAPOO SHAWNEE OK 74804-0000	4	2	COLLEGE VIEW
SALAZAR CESAR 14700 LEGATE RD YUKON OK 73099	13	1	BISON
MINER AMANDA & HYRUM 4301 N AYDELOTTE SHAWNEE OK 74804-0000	12	1	BISON

ADAIR MANOI S 4303 N AYDELOTTE SHAWNEE OK 74804-1230	11	1	BISON
ALLEN KATIE ELIZABETH 4305 N AYDELOTTE SHAWNEE OK 74804-0000	10	1	BISON
DAN ADAM P & AMANDA PAIGE 4307 NORTH AYDELOTTE AVE SHAWNEE OK 74804	9	1	BISON
HOMES BY RICK AUSTIN, LLC 4608 KELLYE GREEN SHAWNEE OK 74804	8	1	BISON
FLEMING CHRISTOPHER M & CHRISTINA K FLEMING 4311 N AYDELOTTE SHAWNEE OK 74804-0000	7	1	BISON
HICKOX JASON 4401 N AYDELOTTE SHAWNEE OK 74804-0000	6	1	BISON
BROWN BOBBY A 4403 N AYDELOTTE SHAWNEE OK 74804-0000	5	1	BISON
NGUYEN DAO D & CYNTHIA N 4404 KENT RHOAD SHAWNEE OK 74804-0000	4	1	BISON
BAILEY LARA N 4407 N AYDELOTTE SHAWNEE OK 74804-0000	S60' OF 3	1	BISON
PINSON MARION O TRUST C/O STEVEN D PINSON 46061 E MACARTHUR SHAWNEE OK 74804-0000	2 & N10' OF 3	1	BISON
ESCOBEDO MARCIAL G 11127 NS 3500 RD PRAGUE OK 74864-0000	1	1	BISON

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING 690 FEET SOUTH OF THE NORTHWEST CORNER OF LOT FOUR (4) OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE EAST 420 FEET; THENCE NORTH 78 FEET; THENCE WEST 420 FEET; THENCE SOUTH 78 FEET TO THE POINT OF BEGINNING; AND, BEGINNING AT A POINT 467 FEET SOUTH OF THE NORTHWEST CORNER OF LOT FOUR (4) OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE EAST 420 FEET; THENCE SOUTH 70 FEET; THENCE WEST 420 FEET; THENCE NORTH 70 FEET TO THE POINT OF BEGINNING; AND, A TRACT OF LAND LYING IN LOT FOUR (4), BEING OTHERWISE DESCRIBED AS THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4) OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; DESCRIBED AS BEGINNING AT A POINT 612 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT FOUR (4); THENCE EAST 420 FEET; THENCE NORTH 75 FEET; THENCE WEST 420 FEET; THENCE SOUTH 75 FEET TO THE POINT OF BEGINNING, FROM ZONING CLASSIFICATIONS R-1; SINGLE FAMILY RESIDENTIAL DISTRICT AND C-1; NEIGHBORHOOD COMMERCIAL DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 16th day of July, 2018, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classifications R-1; Single Family Residential District and C-1; Neighborhood Commercial District to C-3; Highway Commercial District.

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

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

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND DESCRIBED AS BEGINNING 690 FEET SOUTH OF THE NORTHWEST CORNER OF LOT FOUR (4) OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE EAST 420 FEET; THENCE NORTH 78 FEET; THENCE WEST 420 FEET; THENCE SOUTH 78 FEET TO THE POINT OF BEGINNING; AND, BEGINNING AT A POINT 467 FEET SOUTH OF THE NORTHWEST CORNER OF LOT FOUR (4) OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE EAST 420 FEET; THENCE SOUTH 70 FEET; THENCE WEST 420 FEET; THENCE NORTH 70 FEET TO THE POINT OF BEGINNING; AND, A TRACT OF LAND LYING IN LOT FOUR (4), BEING OTHERWISE DESCRIBED AS THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4) OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; DESCRIBED AS BEGINNING AT A POINT 612 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT FOUR (4); THENCE EAST 420 FEET; THENCE NORTH 75 FEET; THENCE WEST 420 FEET; THENCE SOUTH 75 FEET TO THE POINT OF BEGINNING, FROM ZONING CLASSIFICATION R-1; SINGLE FAMILY RESIDENTIAL DISTRICT AND C-1; NEIGHBORHOOD COMMERCIAL DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this _____ day of _____, 2018.

_____
RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

_____
PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2018.

_____
JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners **16.**

Meeting Date: 07/16/2018

S09-18 2600 N Kickapoo

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a Final Plat for First United Bank of Shawnee located at 2600 North Harrison Avenue. Case No. S09-18. Applicant: Huitt-Zollars, Inc.

Attachments

S09-18 2600 N Kickapoo

RECOMMENDATION TO: MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM: CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT: APPLICANT: Huitt-Zollars, INC
FOR: Final Plat for First United Bank of Shawnee
LOCATION: 2600 N. Harrison Avenue, Shawnee, OK
PROJECT# 180580 CASE# S09-18

PLANNING COMMISSION MEETING DATE: July 5th, 2018
PLANNING COMMISSION RECOMMENDATION: Approve w/ following conditions:

1. Final Construction documents must be approved by the City Engineer prior to construction.
2. Final engineered drainage plan must be approved by the City Engineer prior to construction.
3. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION: *MEMBERS PRESENT: 6*

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
DEEM			X			
MATTHEWS	X		X			
WALKER			X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)		X	X			
KIENZLE						ABSENT
ROWELL			X			

RESPECTFULLY SUBMITTED,
Cheyenne Pettigrew
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET:_____ DATE OF ACTION:_____

ADOPTED_____ DENIED_____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org	City of Shawnee OKLAHOMA	CASE # S09-18 PUBLIC HEARING DATE: July 5th, 2018 CITY COMMISSION DATE: July 16th, 2018

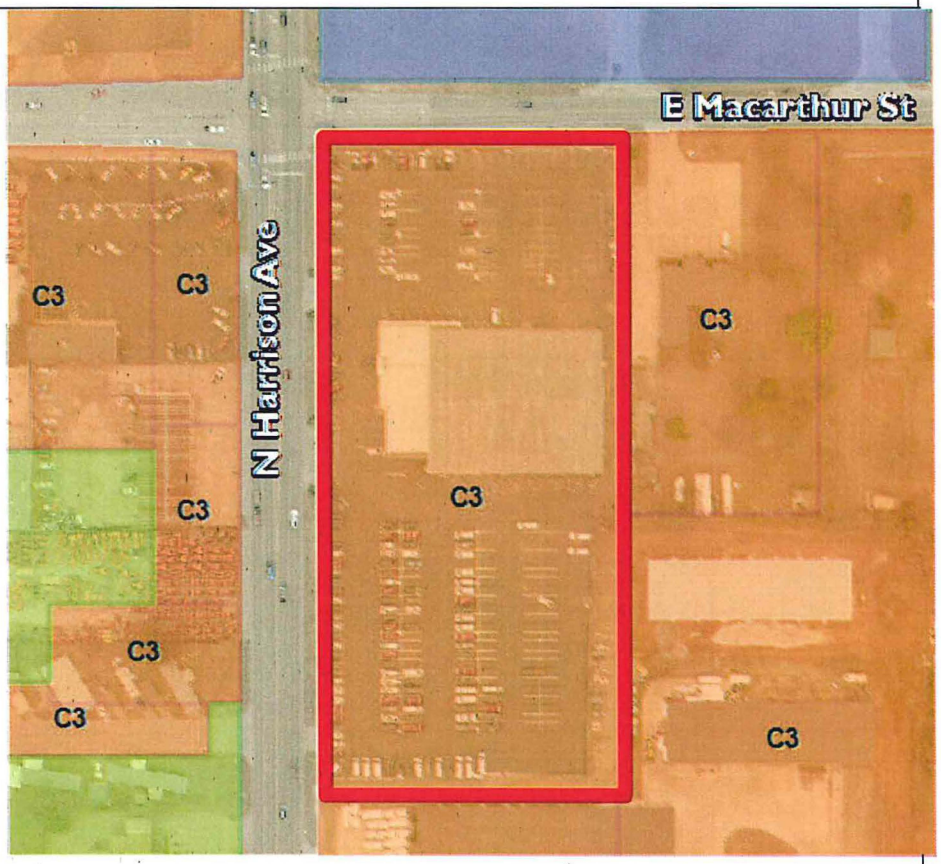
APPLICANT: **Huitt-Zollars, Inc.**	**2832 W. Wilshire** **Oklahoma City, Oklahoma 73116**

PROPERTY ADDRESS/LOCATION: **2600 N. Harrison**
Shawnee, OK 74804

SUMMARY OF REQUEST:

The applicant, Brandon Coon, is requesting final plat approval to facilitate development of a First United Bank facility in Shawnee. The subject site is located at the south-east corner of MacArthur Street and Harrison Avenue, and was the former Joe Cooper Ford location.

The preliminary plat was approved by City Commission on March 19th, 2018, subdividing a 4.5 acre tract into two lots.



EXISTING ZONING:	EXISTING LAND USE:	SURROUNDING ZONING & LAND USE:	Number of Lots:	PROPERTY SIZE:
C3	Commercial	C-3 (Highway Commercial) C-5 (General Commercial)	2	4.0 Acres

STAFF REVIEW AND ANALYSIS

Staff has reviewed the First United Bank Final Plat and find it to be in full conformance with City requirements. The property is fully served by public water via a 10" water line on Harrison Avenue and a 12" water line on MacArthur Street. The existing 8" sanitary sewer line will be extended south from MacArthur Street to serve both proposed lots. The former Joe Cooper Ford structure has been demolished, and in its place will be constructed a First United Bank of Shawnee facility.

On such a vital intersection in Shawnee, the redevelopment of this site will be a positive change for Shawnee. While the site was completely impervious, the new construction will comply with all modern commercial

standards. This will include six foot sidewalks along Harrison Avenue and MacArthur Street, landscaping improvements,an above standards façade treatment, and the resolution of any non-conformance concerns.

Staff finds the First United Bank Final Plat to be consistent with City standards; Therefore, **Staff recommends approval of the First United Bank Final Plat with conditions.**

APPROVE	APPROVE WITH CONDITIONS	DENY

Staff recommends approval of the First United Bank Addition Preliminary Plat with the following conditions:

1. **Final Construction documents must be approved by the City Engineer prior to construction.**
2. **Final engineered drainage plan must be approved by the City Engineer prior to construction.**
3. **All other applicable City standards apply.**

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

Attachments:

Exhibit 1: First United Bank Addition Final Plat

Exhibit 2: First United Bank Addition Preliminary Plat

EXHIBIT 1

FINAL PLAT OF *FIRST UNITED BANK OF SHAWNEE*

A PART OF THE NORTHWEST QUARTER OF SECTION 8
T 10 N, R 4 E, I.M., SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

That William Fahrendorf, hereby certifies that he is the owner of and the only persons, firm or company having any right, title, or interest in and to the land shown on the annexed plat of FIRST UNITED BANK OF SHAWNEE, an addition to the City of Shawnee, Oklahoma. That it has caused the same to be surveyed and platted into lots, blocks, public streets and public easements as shown on said annexed plat, which said annexed plat represents a correct survey of all property contained and included therein under the name of FIRST UNITED BANK OF SHAWNEE, an addition to the City of Shawnee, Pottawatomie County, Oklahoma.

The undersigned does hereby further certify that it is the owner of the land and the only company, corporation, partnership, person or entity having any right, title or interest in and to the land included in said annexed plat, except as set forth in the Bonded Abstractor's Certificate, and does hereby dedicate all streets and easements as shown on said annexed plat to the public for use as public streets and drainage and utility easements for their heirs, executors, administrators, successors, and assigns forever and shall cause the same to be released from all encumbrances so that title is clear.

The Owner's Restrictive Covenants and Limitations for the development of this addition are set out on typewritten sheets of paper and will be subsequently filed separately.

IN WITNESS WHEREOF the undersigned has executed this instrument at the City of _____, _____ County, on this _____ day of _____, 2018.

Attest:

_____ _____
William Fahrendorf
Title: Owner

STATE OF OKLAHOMA }
COUNTY OF _____ } SS

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2018, personally appeared _____, to me known to be the identical person who subscribed, as William Fahrendorf, and duly acknowledged to me that he executed the same as the free and voluntary act and deed of himself and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

My Commission Expires:

_____ _____
Notary Public

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Oklahoma County and the State of Oklahoma, hereby certifies that the records of said county show that the title to the land shown on the annexed plat of FIRST UNITED BANK OF SHAWNEE, an addition to the City of Shawnee, Oklahoma, is vested in X, and on the _____ day of _____, 2018, there are no actions pending or judgments of any nature in any court or on file with the clerk of any court in said county and state against said land or owners thereof, that the taxes are paid for the year of 2017 and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person, that there are no liens, mortgages or other encumbrances of any kind against the land included in the annexed plat, except mortgages of record.

ATTEST
In witness whereof, said Bonded Abstractor has caused this instrument to be executed this _____ day of _____, 2018.

FIRST AMERICAN TITLE

By: _____ By: _____
Assistant Secretary Vice President

STATE OF OKLAHOMA }
COUNTY OF _____ } SS

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2018, personally appeared _____ to me known to be the identical Vice President who acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

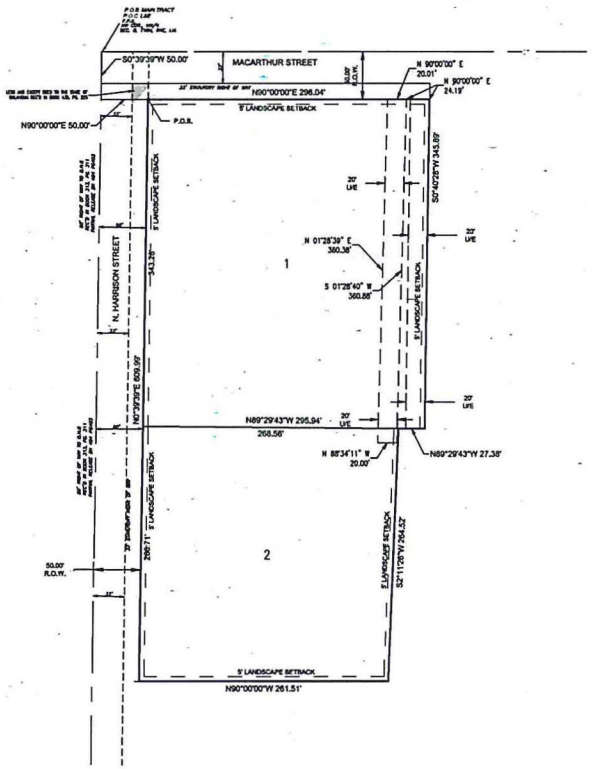
My Commission Expires:

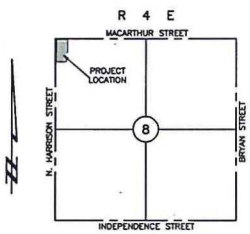
_____ _____
Notary Public

LEGAL DESCRIPTION:

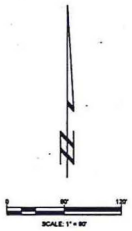
A PART OF THE NORTHWEST QUARTER (NW 4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, BEING PART MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 4); Thence SOUTH 00°39'39" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING. THENCE FROM SAID POINT OF BEGINNING CONTINUING NORTH 90°00'00" EAST FOR A DISTANCE OF 296.04 FEET. THENCE SOUTH 00°40'28" WEST FOR A DISTANCE OF 345.89'. THENCE NORTH 89°29'43" WEST FOR A DISTANCE OF 27.38'. THENCE SOUTH 02°11'26" WEST FOR A DISTANCE OF 264.52 FEET. THENCE NORTH 90°00'00" WEST FOR A DISTANCE OF 261.51 FEET. THENCE 00°39'39" EAST FOR A DISTANCE OF 609.99 FEET, TO THE POINT OF BEGINNING, CONTAINS 172359.199 S.F. OR 3.95 ACRES, MORE OR LESS.





VICINITY MAP
1" = 2000'



CERTIFICATE OF CITY CLERK

I, _____, City Clerk of Shawnee, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments or unmatured installments upon special assessments have been paid in full and that thereon no special assessment procedures are pending against the land shown on the annexed plat of FIRST UNITED BANK OF SHAWNEE, an addition to the City of Shawnee, Oklahoma.

Signed by the City Clerk on this _____ day_____, 2018.

_____
City Clerk

REGISTERED SURVEYOR'S CERTIFICATE

I, Bryan E. Coon, do hereby certify that I am by Profession a Land Surveyor, and the annexed plat of FIRST UNITED BANK OF SHAWNEE, an addition to the City of Shawnee, Oklahoma, consisting of five (5) sheets, represents a survey made under my supervision on the _____ day of _____, 2018.

I further certify that said annexed plat complies with Requirements of Senate Bill 377, Section 518 as amended and that this plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11(Owner) Section 41-108 of the Oklahoma State Statutes.

_____
Bryan E. Coon
Professional Land Surveyor #1276

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2018, personally appeared Bryan E. Coon, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

My Commission Expires:

_____ _____
Notary Public

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly elected, qualified and sworn County Treasurer of Pottawatomie County, Oklahoma, that the tax records of said county show that all taxes from the year 2017 and prior years are paid on the annexed plat of FIRST UNITED BANK OF SHAWNEE, an addition to the City of Shawnee, Oklahoma, and that the required statutory security has been deposited in the offices of the County Treasurer guaranteeing payment for the current year's taxes.

In witness whereof said County Treasurer has caused this instrument to be executed this _____ day of _____, 2018.

_____
County Treasurer

CERTIFICATE OF PLANNING COMMISSION

I, _____, Chairman of the Planning Commission of the City of Shawnee, Oklahoma, hereby certify that the said Planning Commission duly approved the final plat of FIRST UNITED BANK OF SHAWNEE, an addition to the City of Shawnee, Oklahoma at a meeting on the _____ day_____ of _____, 2018.

_____
Chairman

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT HEREBY RESOLVED by the Council of the City of Shawnee that the annexed plat of FIRST UNITED BANK OF SHAWNEE, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, be hereby approved and the dedications shown hereon are hereby approved and accepted.

ADOPTED by the Council of the City of Shawnee this _____ day of_____, 2018.

APPROVED by the Mayor of the City of Shawnee this _____ day of_____, 2018.

ATTEST

_____ _____
City Clerk Mayor

PLAT NOTES

1. Maintenance of common areas, islands, medians and/or private drainage easements are the responsibility of the property owners and/or property owners association within this plat. No structures, storage of material, grading, fill or other obstructions, including fences, either temporary or permanent, shall be placed within drainage related common areas or drainage easements.

BASIS OF BEARING
"ASSUMED" BASIS OF BEARING = N 90°00'00" W
BEING THE NORTH LINE OF THE NORTHWEST QUARTER

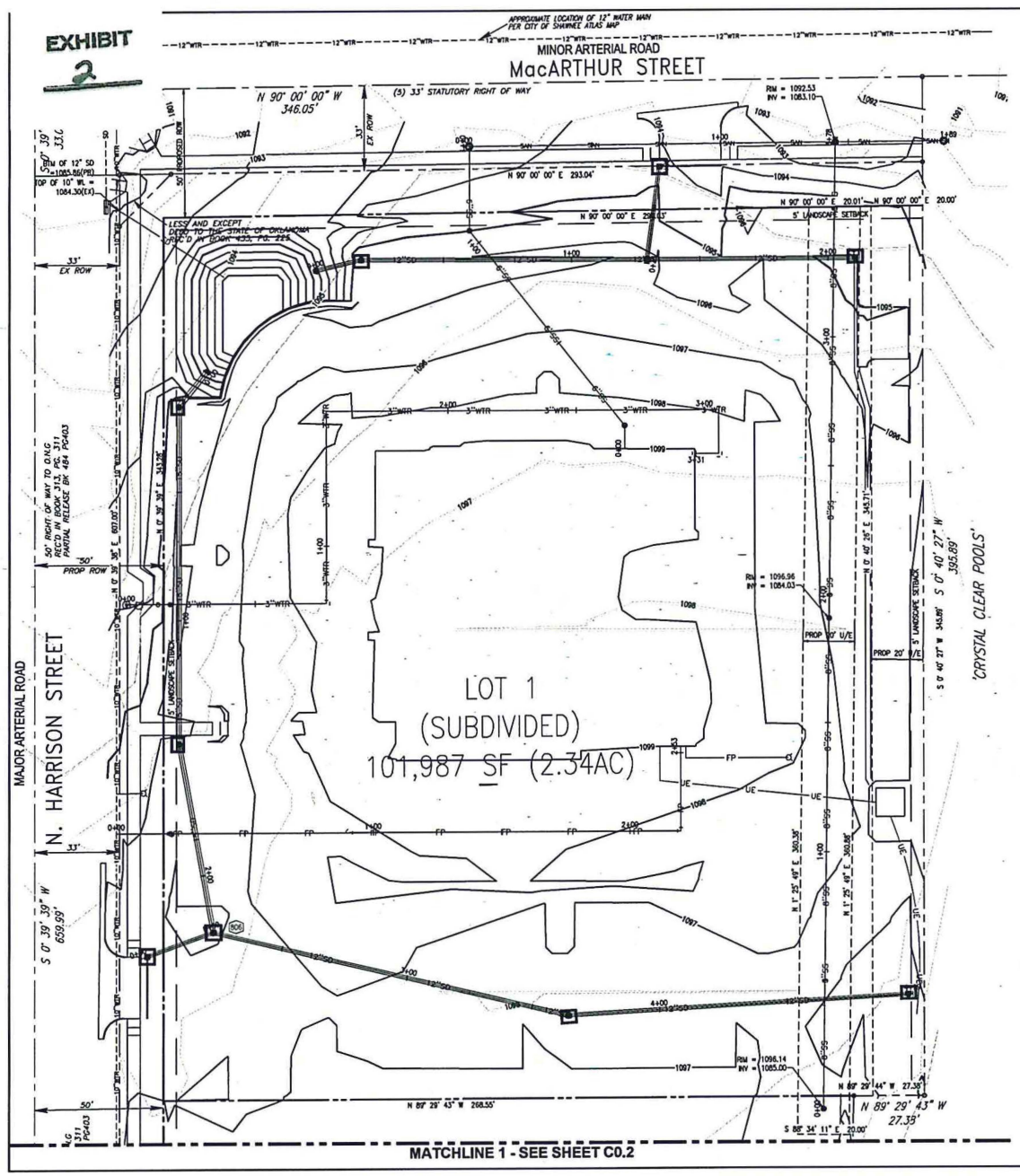
LEGEND
LNA= LIMITS NO ACCESS
B.L.L.= BUILDING LIMIT LINE
U/E= UTILITY EASEMENT
P.O.C.= POINT OF COMMENCEMENT
P.O.B.= POINT OF BEGINNING

OWNER'S NOTARY | CITY CLERK | COUNTY TREASURER | SURVEYOR | SURVEYOR'S NOTARY | ABSTRACTOR | ABSTRACTOR'S NOTARY

PLAT BY: HUITT-ZOLLARS, INC.
CA 1489 EXP. 6-30-19
2832 W. WILSHIRE BLVD.
OKLAHOMA CITY, OKLAHOMA
405-842-0363
R309311.01
SHEET 1 OF 1

FIRST UNITED BANK OF SHAWNEE
OWNER/DEVELOPER
William Fahrendorf
PO Box 130
Durant, OK 75702
580-924-2112

EXHIBIT 2



SITE INFORMATION:

APN: 0000-08-010-004-0-010-00
ZONING: C-3 (RESTRICTIVE AUTOMOTIVE AND COMMERCIAL RECREATION DISTRICT)
FLOOD ZONE: THE PROPERTY LIES WITHIN FLOOD ZONE 'X' PER FIRM PANEL NO: 40125C0210H, REVISED SEPTEMBER 3, 2010. ZONE X IS DEFINED AS "AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN"

SUMMARY:

EXISTING LOT AREA	= ±188,057 SF	(±4.317 ACRES)
PROPOSED LOT 1 AREA	= ±101,987 SF	(±2.34 ACRES) (AFTER DEDICATION)
PROPOSED LOT 2 AREA	= ± 70,375 SF	(±1.62 ACRES) (AFTER DEDICATION)
TOTAL DISTURBED AREA	= ±115,954 SF	(±2.662 ACRES)

ON-SITE AREA SUMMARY:

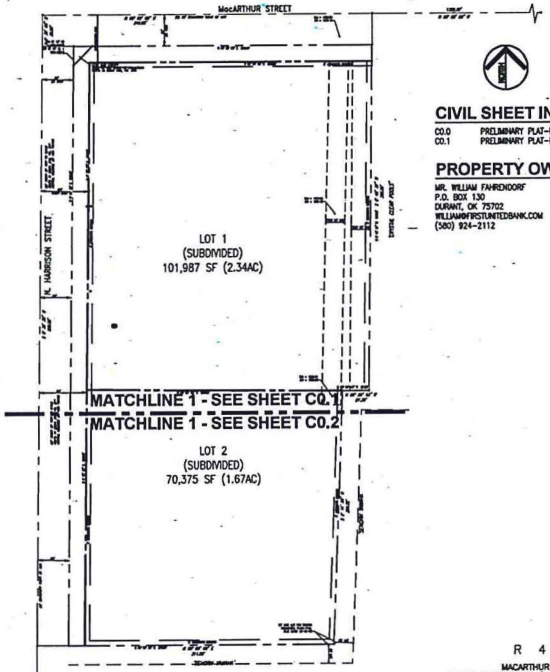
EXISTING IMPERVIOUS AREA	= ±112,374 SF
EXISTING PERVIOUS AREA	= ±3,580 SF
PROPOSED IMPERVIOUS AREA	= ±84,789 SF
PROPOSED PERVIOUS AREA	= ±31,165 SF
CHANGE IN IMPERVIOUS AREA	= ±27,585 SF DECREASE

BENCHMARK:

JOB BM IS CUT "X" TOP OF CURB AT SE CORNER OF MACARTHUR AND HARRISON. BASED ON OKLAHOMA SOUTH ZONE AND NAVD 1988.
NORTHING=739905.222
EASTING=2292956.177
EL=1090.90'

LEGEND

	PROPOSED	EXISTING
PROPERTY LINE		
1-FOOT CONTOUR	9	9
5-FOOT CONTOUR	10	10
WATER LINE	WTR	WTR
SANITARY SEWER LINE	SS	SAN
STORM DRAIN LINE	SD	SD
OVERHEAD ELECTRIC	OE	OE
UNDERGROUND ELECTRIC	UE	UE
GAS LINE	G	G
FENCE	X	X
EASEMENT		
SETBACK		
CENTER LINE		
LOT LINE		
FIRE HYDRANT		
WATER METER/VALVE		
SANITARY MANHOLE/CLEANOUT		
GAS METER/VALVE		
ELECTRIC METER/PEDESTAL/MANHOLE		
TELEPHONE PEDESTAL/MANHOLE		
LIGHT POLE, UTILITY POLE		
STORM MANHOLE/INLET/CLEANOUT		



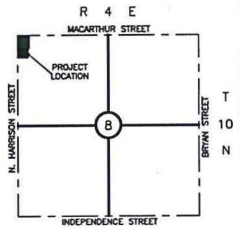
COMPREHENSIVE SUBDIVISION OVERVIEW
SCALE: 1"=60'

CIVIL SHEET INDEX:

C0.0 PRELIMINARY PLAT-LOT 1
C0.1 PRELIMINARY PLAT-LOT 2

PROPERTY OWNER:

MR. WILLIAM FAHRENDORF
P.O. BOX 130
DURANT, OK 75702
WILLIAM@FIRSTUNITEDBANK.COM
(580) 924-2112



VICINITY MAP
1" = 2000'

0 20 40 60
GRAPHIC SCALE IN FEET

OKIE 811

PREPARED BY:
CALICHI DESIGN GROUP
1 N. LASALLE, SUITE 3950
CHICAGO, IL 60602
(312) 940-4394

NO.	DATE	REVISION
1	02/26/18	REVISED PER CITY COMMENTS
1	01/26/18	PRELIMINARY PLAT

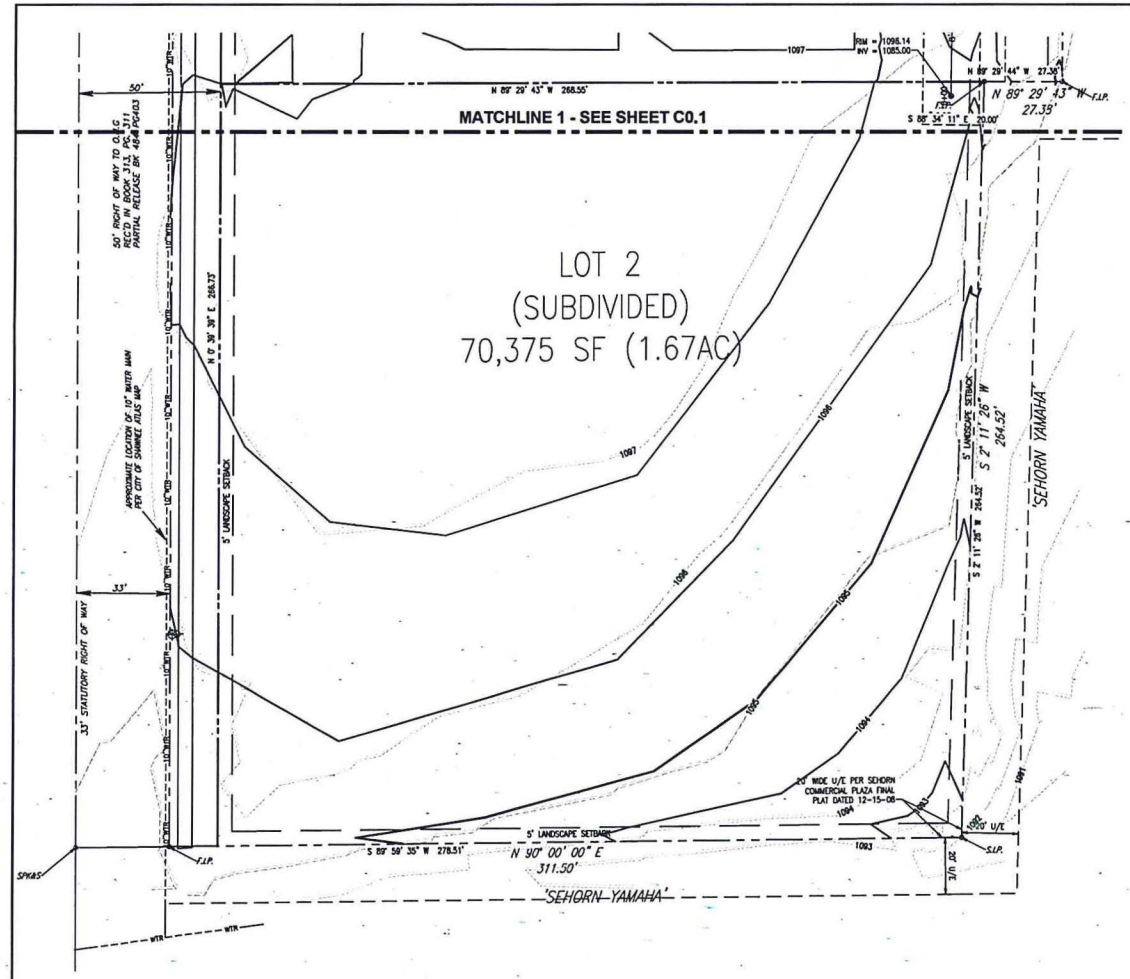
FIRST UNITED BANK OF SHAWNEE
2600 NORTH HARRISON STREET
SHAWNEE, OK 74804

AUSTIN J. HAHN 29678 OKLAHOMA

PROJECT # 2017-138-001
DRAWN BY: BBE
CHECKED BY: AJH
DATE: 01/26/2018

SHEET TITLE
PRELIMINARY PLAT FIRST UNITED BANK ADDITION-LOT 1

SHEET NO.
C0.1



DETENTION & STORMWATER NOTES:

PRE-DEVELOPMENT 100 YEAR RUNOFF RATE = 3.529 CFS
POST-DEVELOPMENT 100 YEAR RUNOFF RATE (WITHOUT DETENTION) = 24.27 CFS
POST-DEVELOPMENT 100 YEAR RUNOFF RATE (WITH DETENTION) = 3.529 CFS

DETENTION STORAGE REQUIRED = 8,137 CF
DETENTION STORAGE PROVIDED = 8,167 CF

PRE AND POST-DEVELOPMENT AREA = 2.662 ACRES
PRE AND POST-DEVELOPMENT 100 YEAR STORM INTENSITY = 3.8 IN/HR
PRE-DEVELOPMENT RUNOFF COEFFICIENT = 0.35
POST-DEVELOPMENT RUNOFF COEFFICIENT = 0.89
PRE-DEVELOPMENT TIME OF CONCENTRATION = 58 MIN
POST-DEVELOPMENT TIME OF CONCENTRATION = 5 MIN

STATEMENT OF APPLICANT AUTHORITY:

THIS PRELIMINARY PLAT IS SUBMITTED ON BEHALF OF:

MR. WILLIAM FAHRENDORF
P.O. BOX 130
DURANT, OK 75702
WILLIAM@FIRSTUNITEDBANK.COM
1(580) 924-2112

BY CALICHI DESIGN GROUP, HAVING BEEN RETAINED TO PERFORM CIVIL ENGINEERING SERVICES FOR THE REFERENCED PROJECT.

CERTIFICATION OF DESIGN:

TO THE BEST OF THEIR ABILITY, THE PROFESSIONAL ENGINEER RESPONSIBLE FOR PREPARING THESE PRELIMINARY PLAT DOCUMENTS DESIGNED THE SUBDIVISION IN ACCORDANCE WITH THE COMPREHENSIVE PLAN WITH WHICH THEY ARE FAMILIAR, AND IN ACCORDANCE WITH ALL THE ORDINANCES AND REGULATIONS GOVERNING THE SUBDIVISION OR LAND EXCEPT WHERE A VARIANCE IS REQUESTED.

LEGEND

PROPOSED		EXISTING
	PROPERTY LINE	
9	1-FOOT CONTOUR	9
10	5-FOOT CONTOUR	10
WTR	WATER LINE	WTR
SS	SANITARY SEWER LINE	SAN
SD	STORM DRAIN LINE	SD
OE	OVERHEAD ELECTRIC	OE
UE	UNDERGROUND ELECTRIC	UE
G	GAS LINE	G
X	FENCE	X
	EASEMENT	
	SETBACK	
	CENTER LINE	
	LOT LINE	
	FIRE HYDRANT	
	WATER METER/VALVE	
	SANITARY MANHOLE/CLEANOUT	
	GAS METER/VALVE	
	ELECTRIC METER/PEDESTAL/MANHOLE	
	TELEPHONE PEDESTAL/MANHOLE	
	LIGHT POLE, UTILITY POLE	
	STORM MANHOLE/INLET/CLEANOUT	

EXISTING LEGAL DESCRIPTION:

THE LAND REFERRED TO IN THIS IS LOCATED IN POTTAWATOMIE COUNTY, STATE OF OKLAHOMA AND DESCRIBED AS FOLLOWS:

A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW/4) NORTH 90°00'00" EAST, A DISTANCE OF 344.05 FEET; THENCE SOUTH 00°40'27" WEST A DISTANCE OF 395.89 FEET; THENCE NORTH 89°29'43" WEST A DISTANCE OF 27.38 FEET; HENCE SOUTH 02°11'26" WEST A DISTANCE OF 264.52 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 311.51 FEET TO A POINT ON THE WEST LINE OF SAID NW/4; THENCE NORTH 00°39'39" EAST ALONG SAID WEST LINE, A DISTANCE OF 659.99 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

WARRANTY DEED IN FAVOR OF THE STATE OF OKLAHOMA, RECORDED IN BOOK 435, PAGE 255 AS FOLLOWS:
A STRIP, PIECE OR PARCEL OF LAND LYING IN PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST IN POTTAWATOMIE COUNTY, OKLAHOMA. SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 18, A DISTANCE OF 33.00 FEET SOUTH OF AND 33.00 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW/4) OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHWEST QUARTER (NW/4);
THENCE SOUTH ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 45°19'49" EAST (MEASURED) NORTH 45°06'10" EAST (RECORD), A DISTANCE OF 28.45 (MEASURED) 28.28 (RECORD) FEET TO A POINT 33.00 FEET SOUTH OF THE NORTH LINE OF SAID NW/4 OF THE NW 4 OF THE NW/4;
THENCE WEST ON A LINE PARALLEL TO AND 33.00 FEET SOUTH OF SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT (MINUS THE LESS AND EXCEPT) CONTAINS 219965.00944 SQUARE FEET, OR 5.05 ACRES MORE OR LESS.

PHYSICAL ADDRESS IS 2600 N. HARRISON
SHAWNEE, OKLAHOMA

NOTE: LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYORS I FURTHER CERTIFY THAT THE PROPERTY CORNERS WERE SET OR FOUND AS SHOWN.

THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AS ADOPTED JULY 23, 2013.

NOTE: ONLY THE IMPROVEMENTS AS SHOWN HEREON WERE LOCATED AS PER CLIENT'S REQUEST.

ANY ALTERATION OF THIS PROPERTY BOUNDARY SURVEY OR LEGAL DESCRIPTION BY ANY PARTY OTHER THAN THE AUTHOR, STATED BELOW, VOIDS THIS PROPERTY BOUNDARY SURVEY AND LEGAL DESCRIPTION AND THE PLAT OF SURVEY TO WHICH IT RELATES.

PROPOSED LEGAL DESCRIPTION (LOT 1):

A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW/4) SOUTH 00°39'03" WEST A DISTANCE OF 50.00 FEET, THENCE NORTH 90°00'00" WEST A DISTANCE OF 50 FEET, TO THE PROPOSED NORTHWEST PROPERTY CORNER OF PARCEL A, THENCE NORTH 90°00'00" WEST A DISTANCE OF 296.83 FEET, THENCE SOUTH 00°40'27" WEST A DISTANCE OF 345.89 FEET, THENCE NORTH 89°29'43" WEST A DISTANCE OF 295.94 FEET, THENCE NORTH 00°39'39" EAST A DISTANCE OF 343.28 FEET, RETURNING TO THE PROPOSED NORTHWEST PROPERTY CORNER OF LOT 1.
CONTAINING 101,987 SQUARE FEET, MORE OR LESS.

PROPOSED LEGAL DESCRIPTION (LOT 2):

A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW/4) SOUTH 00°39'03" WEST A DISTANCE OF 392.84 FEET, THENCE SOUTH 89°29'43" EAST A DISTANCE OF 50 FEET TO THE PROPOSED NORTHWEST PROPERTY CORNER OF PARCEL B, THENCE SOUTH 89°29'43" EAST A DISTANCE OF 268.55 FEET, THENCE SOUTH 02°11'26" WEST A DISTANCE OF 264.52 FEET, THENCE SOUTH 89°59'43" WEST A DISTANCE OF 261.50 FEET, THENCE NORTH 00°39'39" EAST A DISTANCE OF 266.73 FEET, RETURNING TO THE PROPOSED NORTHWEST PROPERTY CORNER OF LOT 2.
CONTAINING 70,375 SQUARE FEET, MORE OR LESS.

0 20 40 60
GRAPHIC SCALE IN FEET

OKIE 811

PREPARED BY:
CALICHI DESIGN GROUP
1 N. LASALLE, SUITE 3950
CHICAGO, IL 60602
(312) 940-4394

NO.	DATE	REVISION
1	02/26/18	REVISED PER CITY COMMENTS
1	01/26/18	PRELIMINARY PLAT

FIRST UNITED BANK OF SHAWNEE
2600 NORTH HARRISON STREET
SHAWNEE, OK 74804

PROJECT # 2017-138-001
DRAWN BY: BBE
CHECKED BY: AJH
DATE: 01/26/2018
SHEET TITLE
PRELIMINARY PLAT
FIRST UNITED
BANK ADDITION-
LOT 2
SHEET NO.
C0.2

FINAL PLAT APPLICATION

City of Shawnee
OKLAHOMA

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

For Office Use Only
Case Number: S09-18
Project Number: 180580
Date Filed: June 5th 2018
Amount Paid: $231.00
Receipt No.: 02174888

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call 878-1616 with any questions.

APPLICANT Huitt-Zollars, INC. c/o BRENDON COON
APPLICANT ADDRESS 2832 W. Wilshire, OKC, OK 73116
APPLICANT PHONE NUMBERS 405-842-0363
EMAIL ADDRESS brandonc@huitt-zollars.com
NAME OF PLAT First United Bank of Shawnee
LOCATION N. Harrison St. + MacArthur (SE Cor)
NUMBER OF ACRES 3.95 +/- NUMBER OF LOTS 2

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: $225.00
PLUS **$3.00** PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 2 $6.00
PLUS **$1.00** PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS _____
TOTAL COST 231.00

FOR LESS THAN 2 ACRE LOTS: FEE: $225.00
PLUS **$2.00** PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS _____
PLUS **$1.00** PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS _____
TOTAL COST _____

OWNER/DEVELOPER INFORMATION:
NAME First United BANK OF SHAWNEE - William Fahrendorf
ADDRESS P.O. Box 130
CONTACT NUMBERS 580-924-2112
EMAIL ADDRESS _____

PROJECT ENGINEER INFORMATION:
NAME ~~Huitt-Zollars~~ CALICHI Civil ENGINEERS - AUSTIN HAHN
ADDRESS 1 N. LaSalle, Suite 3950, Chicago, IL 60602
CONTACT NUMBERS 312-940-4393
EMAIL ADDRESS AUSTIN@calichi.com

APPPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

Regular Board of Commissioners **17.**

Meeting Date: 07/16/2018

Sales Tax/City Treasurer Rpt

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge monthly Sales Tax and City Treasurer Report.

Attachments

Sales Tax/City Treasurer Rpt

Date: July 16, 2018

To: Honorable Mayor and City Commissioners

From: Chance Allison, CPA, Finance Director and City Treasurer

Subject: July Sales Tax Deposit for June Collections

Sales 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 entites 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 penalty interest.

The July sales tax deposit was $1,566,370.08, including interest of $1,306.15, to be allocated as follows:

Fund	Allocation
General Fund	$ 1,044,246.74
Capital Improvements Fund	202,322.81
Street Improvements Fund	228,428.96
Economic Development Fund	26,106.17
Police Sales Tax Fund	32,632.70
Fire Sales Tax Fund	32,632.70
Total Sales Taxes Collected	$ 1,566,370.08

Key Metrics:

- Fiscal year ended June 30, 2018 actual sales taxes collected are down ($ 90,396.88), or (0.50%), year-over-year from fiscal year ended June 30, 2017, on the accrual basis of accounting.
- On average, sales taxes have increased over the previous periods as follows:
  - 10-year period: 1.39%
  - 5-year period: 1.28%
  - 3-year period: 1.52%*
- Actual use tax collected in July totaled $102,127.76, totaling $1,448,902.59 collected for the fiscal year ended June 30, 2018. Actual use tax collection for FY 2018 is down ($41,242.42), or (2.77%), over FY 2017.

**Fiscal year 2016 carried a significant increase of 4.28%, fiscal year 2017 increased 0.79%, and fiscal year 2018 decreased (0.50%).*

Accrual Basis Sales Tax Revenues Received:

Fiscal year ended:	6/30/2009	6/30/2010	6/30/2011	6/30/2012	6/30/2013	6/30/2014	6/30/2015	6/30/2016	6/30/2017	6/30/2018
July	1,305,414.89	1,265,208.30	1,390,085.66	1,417,308.10	1,339,538.73	1,466,249.51	1,432,226.82	1,588,409.79	1,530,245.89	1,559,594.15
August	1,349,768.83	1,281,234.19	1,389,701.76	1,330,419.92	1,349,281.73	1,412,707.63	1,426,359.98	1,494,202.66	1,490,836.34	1,493,326.68
September	1,345,661.59	1,281,416.20	1,386,986.88	1,309,924.31	1,386,657.10	1,465,062.92	1,428,920.96	1,545,244.93	1,496,732.04	1,565,342.78
October	1,227,639.71	1,130,650.83	1,235,389.82	1,289,143.36	1,253,140.20	1,499,183.22	1,374,142.89	1,426,191.82	1,468,286.54	1,412,194.97
November	1,311,388.92	1,218,404.15	1,248,648.63	1,262,400.89	1,349,458.62	1,315,025.27	1,442,851.22	1,506,784.29	1,405,364.73	1,436,804.46
December	1,489,243.06	1,278,370.19	1,476,823.68	1,491,647.35	1,470,565.79	1,556,616.47	1,499,066.52	1,546,950.76	1,552,154.89	1,573,267.35
January	1,464,545.85	1,435,608.06	1,448,965.56	1,624,567.83	2,245,070.35	1,569,452.67	1,580,604.02	1,605,201.69	1,676,413.03	1,652,541.17
February	1,230,951.32	1,165,926.62	1,256,429.83	1,258,045.40	1,291,532.12	1,265,687.44	1,292,780.53	1,316,044.02	1,370,990.01	1,308,462.80
March	1,322,380.97	1,308,463.11	1,311,386.95	1,417,533.07	1,236,568.95	1,421,539.56	1,427,533.14	1,552,529.31	1,469,440.96	1,420,532.46
April	1,265,207.72	1,317,167.16	1,337,028.54	1,452,759.21	1,312,710.08	1,394,971.65	1,466,535.54	1,493,399.18	1,575,109.27	1,628,425.45
May	1,278,400.88	1,298,026.04	1,276,541.96	1,284,871.93	1,318,546.13	1,390,154.79	1,438,144.08	1,437,412.36	1,556,868.55	1,423,043.36
June	1,393,065.38	1,336,598.54	1,361,273.21	1,422,363.47	1,385,054.66	1,477,552.39	1,442,218.10	1,476,672.07	1,537,860.34	**1,566,370.08**
	15,983,669.12	15,317,073.39	16,119,262.48	16,560,984.84	16,938,124.46	17,234,203.52	17,251,383.80	17,989,042.88	18,130,302.59	18,039,905.71

Changes in Actual Sales Tax Revenues Received:

	FY 2009 to 2010	FY 2010 to 2011	FY 2011 to 2012	FY 2012 to 2013	FY 2013 to 2014	FY 2014 to 2015	FY 2015 to 2016	FY 2016 to 2017	FY 2017 to 2018
Percentage change:	-4.17%	5.24%	2.74%	2.28%	1.75%	0.10%	4.28%	0.79%	-0.50%
Amount change:	(666,595.73)	802,189.09	441,722.36	377,139.62	296,079.06	17,180.28	737,659.08	141,259.71	(90,396.88)

Average Change in Sales Tax Revenues:

Average (9-year):	1.39%
Average (5-year):	1.28%
Average (3-year):	1.52%

Regular Board of Commissioners **18.**

Meeting Date: 07/16/2018

CM Rpt

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Report

Attachments

CM Report

City Manager Report

June 2018

Highlights

Voters Approve City Propositions 1-4

On June 26, City voters approved Propositions 1-4. Propositions 1-3 passed by a wide margin, while Proposition #4 (sales tax) passed by a slim margin of 36 votes. The new City sales tax will be implemented on October 1, 2018 and will run until September 30, 2028. The temporary one-half percent sales tax increase is earmarked for capital improvements related to public safety, streets, and parks and public facilities.

Meetings and Noteworthy Items

City Commission – July 16, Aug 6

Planning Commission – Aug 1

Beautification – July 19

Other Important Dates

IFYR – July 8-13

3rd Friday Block Party – July 20, Aug 17

Elvis @ the Ritz – July 21

Fireflight Balloon Festival – August 10-12

Other Events

www.visitshawnee.com/Calendar

http://www.shawneeexpo.org/calendar.html

Board Openings:

Traffic Commission

OTHER UPDATES BY DEPARTMENT

Finance/Treasurer Report

Sales Tax. July deposit of June sales tax collected was $1,566,370 compared to July 2018 we were up $28,510. For Fiscal Year 2017-2018 sales tax was down $90,397 year-over-year.

Shawnee Municipal Authority

Master Plan Implementation. On January 17 Guernsey provided a comprehensive update to the City Commission at their special meeting/workshop. City and Guernsey staff had a workshop February 7 at Public Works. The material covered at the workshop provided an update with the engineering of the Southside Sewer Plant, Northside Sewer Plant and Water Plant. Guernsey gave a presentation to SMA staff on February 14 on UV disinfection for a unit process at both sewer plants. Staff and Guernsey held a workshop with ODEQ regarding the direction of the design plan for the plants on March 9. The workshop went very well and ODEQ was not opposed to any of our plans. Scheduled meeting at Public Works with Guernsey on April 27 to go over sewer plants head cells. On June 5, staff toured the Del City waste water plant and look at how their UV disinfection system operates.

Operations Department (Parks, Recreation, Cemetery, Fleet Management)

Parks. Parks and Cemetery crews are slightly behind in mowing due to the rain and high humidity. Parks crews are beginning their day at 6 a.m. to try to beat the afternoon heat.

Recreation. The busy summer season is in full swing! Staff continues to work on programs and lots of fun activities at Shawnee Splash. For more information, please see: www.shawneeok.org/parks

Classes at the Community Center: (call 275-3986 for more information)

- Martial Arts- Monday, Wednesday and Friday 6-8:30 pm ($)
- Pound Course- Tuesday and Thursday from 5:30-6:30 pm ($)

- Open Gym- Monday- Friday from 12-1pm and Mon/Wed/Fri from 3-5pm, basketballs and various other equipment available (18 laps = 1 mile, Auditorium)
- Pickle Ball- Mon/Wed/Fri from 1pm to 3pm (Auditorium)
- Mommy and Me Playtime Tuesday 9am to 11am (Auditorium)

Engineering and Streets

Kickapoo Street from Farrall to Spur. Poe & Associates have submitted plans to ODOT for review.

Avedis/City Sidewalk Project**.** The contractor is nearing completion of the current effort and is in the vicinity of Broadway and Independence Street. Many thanks are owed the Avedis Foundation for funding half of this important improvement!

Planning Department

Clean-up Efforts. The Action Center maintains a very active caseload, with numerous complaints received daily. For a complete list of Action Center cases or to submit a complaint anonymously online, see: http://www.shawneeok.org/actioncenter/default.asp

Transportation Alternatives Program. The City was notified in August 2016 that its application to the Oklahoma Department of Transportation for a Transportation Alternatives Program grant was approved. The planned sidewalk will bridge a critical missing gap along MacArthur Street east of Harrison. The Avedis Foundation has agreed to provide matching funds equal to ten percent of the project cost. Staff is working with ODOT on scheduling of this project and recently learned that ODOT will be managing this project, which will delay implementation until at least mid-2019.

Comprehensive Plan Update. The City is starting the process of updating its Comprehensive Plan – a long range planning document that encompasses all aspects of the community and helps to ensure positive long-term growth and development. Public meetings and outreach efforts begun in June with more planned for August. To follow progress, please see: www.shawneeplan.com or:

http://www.shawneeok.org/government/departments/planning/comprehensive_plan_update.php#

Fire Department

Station 2 Rehab/Renovation. Work continues on this project. The overhead doors in the apparatus bay are now installed and the exterior brick work has now expanded to the south and east sides of the building. Sheet rock is being installed in the living room and electrical wiring is continuing to be installed. Completion of Station No. 2 is expected to occur in July.

Hydrant Painting (ISO requirement). Staff is painting hydrants and working with IT to ensure all hydrants are properly geo-located in all COS Databases.

City Manager Report

June 2018

Police Department

Administration. Staff has received notice that the Edward Byrnes Memorial Grant will be releasing funds soon. This was to assist with the purchase of the SPD motorcycle. It is also time to apply for the new Byrnes Grant and Highway Safety Grants.

Patrol. SPD officers will be participating in the 4th of July Parade and working the IFYR. All staff are very busy working on the annual Cops N Kids event that will be help August 25th at the Heart of Oklahoma Expo Center.

Animal Welfare. The animal shelter has been running at full capacity during June. Staff is working hard to reunite animals with owners and get animals adopted or rescued to create space for additional needs. The three-year rabies vaccine is accepted by the Animal Shelter for a city tag. Letters have been sent to all the local veterinarians to make sure they know we will accept the three-year vaccine.

Emergency Management

Planning Projects. A variety of planning efforts are underway, including an update to the Emergency Operations Plan, EOC Standard Operations Guide, and the Elected Officials Briefing Book.

Regional Airport

Shawnee Regional Airport Hosts Civil Air Patrol (CAP) U.S. Air Force Auxiliary Southwest Region Powered Flight Cadet Academy for the 12th Consecutive Year. The annual academy is a ten-day event bringing cadets and volunteers to Shawnee from across Oklahoma and as far afield as New York, New Jersey, Colorado, Georgia, Missouri, Tennessee, Nevada, Washington D.C., and Florida. According to Major Robin Rowden, Squadron Commander, the CAP the Academy at Shawnee is one of the most popular nationwide, ranked at #2. This year CAP screened 194 candidates for the Shawnee Academy, 129 qualified for twenty available positions. During the academy fifteen Cadets completed their first "Solo" flights, including 17-year-old Taylor Danielson of Oklahoma City. The Civil Air Patrol adds value to our community in many ways – providing support for emergency responders and Oklahoma law enforcement, educating young pilots, and supporting the local Shawnee economy. (photo provided)

Regular Board of Commissioners **19.**

Meeting Date: 07/16/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

New Business

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

Attachments

No file(s) attached.

Regular Board of Commissioners **20.**

Meeting Date: 07/16/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Commissioners Comments

Attachments

No file(s) attached.

Regular Board of Commissioners **21.**

Meeting Date: 07/16/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Adjournment

Attachments

No file(s) attached.