

AGENDA
BOARD OF CITY COMMISSIONERS
June 1, 2020 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
2. Consider approval of Consent Agenda:
 - a. Minutes from the May 18, 2020 regular meeting.
 - b. Acknowledge the following minutes:
 - Community Service Contract Review Committee Minutes from the April 23, 2019 regular meeting
 - c. Approve renewal of the following agreements for Fiscal Year 2020-2021:
 1. Agreement with Independent School District No. 93 also known as Shawnee Public Schools for police services.
 2. Agreement with Shawnee Shotgun Club for use of city property known as Shawnee Twin Lakes Trap Range.
 - d. Lake Lease Renewal/Transfer:

RENEWAL:
Lot 13 Johnston Tract, 16624 Stevens Road
Lessees: Ray Burton and Brandon Edwards
3. Consideration and possible action to approve Community Service Contract Review Committee Recommendations for Fiscal Year 2020-2021:

- a. Consider renewal of the contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit System for FY 2020-2021.

RECOMMENDATION: To renew the contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit System for FY 2020-2021 in the amount of \$63,000.00.

- b. Consider renewal of the contract with Safe Events for Families for FY 2020-2021.

RECOMMENDATION: To renew the contract with Save Events for Families for FY 2020-2021 to reimburse expenses for events up to \$56,700.00.

- c. Consider renewal of contract with Shawnee Forward for FY 2020-2021.

RECOMMENDATION: To renew the contract with Shawnee Forward for FY 2020-2021 in the amount of \$257,400.00.

- 4. Public hearing for Fiscal Year 2020-2021 budget. *(Item postponed to a future date.)*
- 5. Discussion, consideration, and possible action on Jennifer Woolever's appeal of an Administrative Order regarding the removal of a privacy fence located at 809 West Main Street.
- 6. Consideration of approval of a replat of Shawnee Auto Mall Lot 2 Block 1 and Common Area 'A', a 10.33-acre property, located on Shawnee Mall Drive east of Kickapoo Street and west of Harrison Avenue. Case No. S03-20, Applicant: CEC, Inc.
- 7. Consideration of approval of a replat of the Preliminary Plat of Belmont Park Commercial II, a 0.87-acre property, located 630 feet east of the northeast corner of West MacArthur Street and Acme Road. Case No. S04-20, Applicant: J. Bentley Developments, LP.
- 8. Consideration of approval of a replat of the Final Plat of Belmont Park Commercial II, a 0.87-acre property, located 630 feet east of the northeast corner of West MacArthur Street and Acme Road. Case No. S05-20, Applicant: J. Bentley Developments, LP.
- 9. Consideration of approval of the Preliminary Plat for Wildwood Addition (formerly Woodsong Section 3), a 23.88-acre property, located on East 45th Street east of Harrison Avenue and west of Bryan Street. Case No. S06-20, Applicant: Salazar Homes.
- 10. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
- 11. Commissioners Comments
- 12. Adjournment

Respectfully submitted

Lisa Lasyone, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 06/01/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 18, 2020 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
MAY 18, 2020 AT 6:00 P.M.

NOTICE REGARDING PUBLIC COMMENTS

During the pendency of the Declared Emergency, members of the public who wish to speak to the City Commission on an agenda or non-agenda item as referenced above, must register with the City Clerk's office at least one (1) hour prior to the meeting by calling 405-878-1604 or sending an email to CityClerk@shawneeok.org with their name, address, telephone number, and indicate the topic or agenda item upon which they wish to speak. (At this time, to participate in the meeting, individuals will need access to Zoom [<https://zoom.us/>]). A link to the meeting will be provided via email to the participant prior to the meeting and the person must be signed into the meeting at the time of Citizens Participation or the Public Hearing item they wish to speak on is called by the Mayor.

For anyone that wishes to view the meeting, it will be broadcasted live on Vyve Channel 3 or via the City of Shawnee's website at http://www.shawneeok.org/services/video_multimedia/city_connect_live.php. Members of the City Commission participation:

Mayor Richard Finley	Via Videoconference
Commissioner Ed Bolt, Ward 1	Via Videoconference
Commissioner Ron Gillham, Ward 2	Via Videoconference
Vice Mayor James Harrod, Ward 3	Via Videoconference
Commissioner Darren Rutherford, Ward 4	Via Videoconference
Commissioner Mark Sehorn, Ward 5	Via Videoconference
Commissioner Ben Salter, Ward 6	Via Videoconference

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session via videoconference, Monday, May 18, 2020 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 4:52 p.m. on May 15, 2020. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance via videoconference.

Richard Finley
Mayor

Ed Bolt
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

AGENDA ITEM NO. 1:

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

City Attorney Joe Vorndran explained there was an unknown participant in the waiting area of the videoconference meeting known as “Julie’s Cell”. It is listed on the Meeting Notice and required that anyone wanting to participate to contact the City Clerk’s Office one hour before the meeting starts. No participants contacted the office. Staff attempted to make contact with “Julie’s Cell”, but there was no audio or video for the participant. Due to these factors, the participant was not be allowed into the meeting.

There was no Citizens Participation.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the May 4, 2020 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for March 2020
 - Project Payment Report for March 2020
 - Shawnee Urban Renewal Authority from the November 5, 2019 regular meeting and January 22, 2020 Special Call meeting
- c. Approve renewal of the following agreements for Fiscal Year 2020-2021:
 - 1) Agreement with React Ambulance Authority for dispatch services.
 - 2) Agreement with the Independent School District North Rock Creek for police services.
- d. Acknowledge the Global Spectrum dba Spectra contract for Fiscal Year 2020-2021 for management services of the Heart of Oklahoma Exposition Center.

e. Lake Lease Transfer:

TRANSFER:

Lot 7 Belcher Tract, 15413 Nickens Road

From: Don and Thanna Cline

To: Gregory and Sheri Rhodes, and Zachary and Jennifer Grinnell

Vice Mayor Harrod asked that Consent Agenda Item No. 2(d) be pulled for separate consideration.

A motion was made by Commissioner Bolt, seconded by Commissioner Gillham, to approve Consent Agenda Item Nos. 2 (a-e), less item 2(d). Motion carried 7-0.

AYE: Bolt, Gillham, Harrod, Finley, Rutherford, Sehorn, Salter

NAY: None

Regarding Consent Agenda Item No. 2(d), Vice Mayor Harrod expressed his concerns with Spectra. He stated the appearance of the establishment has not been maintained to previous standards. He stated he is disappointed with the management so far. City Manager Chance Allison advised he will contact Spectra and speak to them about the concerns.

City Attorney Joe Vorndran stated this is a five-year contract; however, the City must ratify the contract for each fiscal year.

A motion was made by Commissioner Bolt, seconded by Vice Mayor Harrod, to hold item Consent Agenda Item No. 2(d) until the next meeting. Motion carried 7-0.

AYE: Bolt, Harrod, Finley, Rutherford, Sehorn, Salter, Gillham

NAY: None

AGENDA ITEM NO. 3:

Consideration of a memorandum of understanding between the City of Shawnee and Central Disposal regarding delay of price increase due to COVID-19 pandemic.

City Manager Chance Allison explained the agreement with Central Disposal for Solid Waste Collection, Recycling and Disposal Services was approved in April by the City Commission. In light of the recent COVID-19 pandemic, both parties have agreed to suspend the increase of rates until October 1, 2020 instead of July 1, 2020.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bolt, to approve a memorandum of understanding between the City of Shawnee and Central Disposal regarding delay of price increase due to COVID-19 pandemic. Motion carried 7-0.

AYE: Harrod, Bolt, Gillham, Finley, Rutherford, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 4:

Consideration of a resolution declaring it to be a matter of public necessity to acquire certain easements for the purpose of construction and expansion improvements known as the proposed Kickapoo Street Paving Project describing said easements and authorizing the City Manager and the City Attorney to acquire said easements by purchase or by way of eminent domain.

City Manager Chance Allison advised the proposed resolution will allow the City Manager and City Attorney to negotiate to acquire easements by purchase or by way of eminent domain. Mr. Allison advised that the City has obtained approximately two-thirds of the required properties for the Kickapoo Street Paving Project. The specific addresses related to the resolution are not able to be released nor subject to the Open Records Act because they are negotiations that have a possibility to result in litigation.

Resolution No. 6610 was introduced.

A RESOLUTION DECLARING IT TO BE A MATTER OF PUBLIC NECESSITY TO ACQUIRE CERTAIN EASEMENTS FOR THE PURPOSE OF CONSTRUCTION AND EXPANSION IMPROVEMENTS KNOWN AS THE PROPOSED KICKAPOO STREET PAVING PROJECT, DESCRIBING SAID EASEMENTS AND AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO ACQUIRE SAID EASEMENTS BY PURCHASE OR BY WAY OF EMINENT DOMAIN.

A motion was made by Commissioner Gillham, seconded by ice Mayor Harrod, to approve a resolution declaring it to be a matter of public necessity to acquire certain easements for the purpose of construction and expansion improvements known as proposed Kickapoo Street Paving Project describing said easements and authorizing the City Manager and the City Attorney to acquire said easements by purchase or by way of eminent domain. Motion carried 7-0.

AYE: Gillham, Harrod, Finley, Rutherford, Sehorn, Salter, Bolt
NAY: None

AGENDA ITEM NO. 5:

Public hearing and consideration of an ordinance to rezone property located at 15226 South School Road, from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a Conditional Use Permit for a guest cottage. Case No. P07-20, Applicant: Jennie Collins.

Planning Director Rebecca Blaine provided a staff report. Ms. Blaine advised that the structure in question was permitted by a building permit three years ago. At this time, the applicant would like to build a new home. Once the new home is constructed, the applicant plans to leave the current structure as a guest cottage on the property for family and friends when they visit.

Mayor Finley declared a public hearing in session to consider an ordinance rezoning property located at 15226 South School Road, from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a Conditional Use Permit. Ms. Jennie Collins appeared via videoconference in favor of the rezoning. No one appeared against said rezoning. The public hearing was closed.

A motion was made by Commissioner Bolt, seconded by Commissioner Rutherford, to approve the ordinance rezoning property located at 15226 South School Road, from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a Conditional Use Permit.

Ordinance No. 2693NS 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: LOT TWENTY-NINE (29), OF SHAWNEE SCHOOL LAND, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURE DISTRICT) TO A-1 (RURAL AGRICULTURE DISTRICT) WITH A CONDITIONAL USE PERMIT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

AYE: Bolt, Rutherford, Sehorn, Salter, Gillham, Harrod, Finley
NAY: None

Ordinance 2693NS was adopted by the City Commission.

AGENDA ITEM NO. 6: Acknowledge monthly Sales Tax and Budget Report.

Finance Director Ashely Neel reported sales tax is up \$455,253.00, or 2.3%, over the projected budget year-to-date. She stated that use tax collections are up approximately \$465,033.00, or 27.25%, over the projected budget year-to-date. Ms. Neel noted the budget for the last three months of Fiscal Year 2019-2020 has been adjusted in response to the global COVID-19 pandemic. She stated the City is doing well in light of the global pandemic. Ms. Neel advised there has been a few unexpected expenditures related to COVID-19, but at this time revenue is supporting the budget.

AGENDA ITEM NO. 7: New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)

There was no New Business.

AGENDA ITEM NO. 8: Commissioners Comments

Commissioner Salter congratulated the Shawnee High School graduating class of 2020. He also stated use tax being up has helped with the financial shortfall.

Commissioner Sehorn said he has been disappointed with Spectra and the lack of information the Commission has received from them. He stated his local business has been very busy over the past three or four weeks and thinks the stimulus money is helping the economy.

Commissioner Rutherford stated his business has maintained reasonable numbers. Hopefully the sales tax rates will increase with restaurants reopening. He reminded everyone to stay safe and follow the Centers for Disease Control and Prevention (CDC) guidelines.

Vice Mayor Harrod expressed concerns with the sales tax over the next few months and encouraged everyone to shop Shawnee and stay safe.

Commissioner Gillham commented on the COVID-19 situation and possible medication. He mentioned the 2020 graduates and even though he is sorry they are experiencing graduation differently; he is thankful for their health.

Commissioner Bolt thanked staff for the financial reports that are prepared each month. He believes the City is in a much better position than a few years ago. He thanked the Shawnee Public Schools, Police, and Fire Departments for their involvement in the Shawnee High School Graduation Parade today. He stated he is glad to see movement on the Kickapoo Paving Project. He also reminded citizens to shop Shawnee.

Mayor Finley congratulated the 2020 high school graduates. He thanked Shawnee Public Schools for passing out approximately 100,000 meals during the COVID-19 pandemic. He also expressed his concerns with maintenance at the Expo.

AGENDA ITEM NO. 9:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:44 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 06/01/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Community Service Contract Review Committee Minutes from the April 23, 2019 regular meeting
-

Attachments

Minutes

COMMUNITY SERVICE CONTRACTS REVIEW
MEETING MINUTES
APRIL 23, 2019
3:00 P.M.

COMMITTEE MEMBERS
IN ATTENDANCE:

Richard Finley
James Harrod
Ray Belford
Ken McDowell

COMMITTEE MEMBERS ABSENT
AT ROLL CALL:

None

OTHERS IN ATTENDANCE:

Eric Benson, Interim City Manager
Chance Allison, Finance Director
Lisa Lasyone, City Clerk
Kacie Eck, Sr. Deputy City Clerk
Joe Vorndran, City Attorney
James Bryce, Director of Operations
Kerri Foster, Recreation Director
Barbara Loudermilk, Central Oklahoma Transit System
Kate Joyce, Senior Citizens of Shawnee
Lisa Watson, Senior Citizens of Shawnee
Jean Lancaster, Senior Citizens of Shawnee

Chairman Finley called the meeting to order at 3:00 p.m. with all committee members in attendance.

Agenda Item No. 1: Declaration of a Quorum

Roll was called and a quorum was declared.

Agenda Item No. 2: Approval of minutes from the May 21, 2018 meeting.

A motion was made by Harrod, seconded by McDowell, to approve the minutes of the May 21, 2018 meeting. Motion carried 4-0.

AYE: Harrod, McDowell, Finley, Belford
NAY: None

Agenda Item No. 3: Discussion, consideration, and possible action regarding a contract with the Historical Shawnee Alliance for FY 2019-2020.

Interim City Manager Eric Benson stated that City Staff opposed the continuation of this contract. He suggested the Historical Shawnee Alliance establish a Historic Preservation Society to be eligible for matching federal grants.

A motion was made by Belford, seconded by McDowell, to accept staff's recommendation to not renew the contract with Historical Shawnee Alliance for FY 2019-2020. Motion carried 4-0.

AYE: Belford, McDowell, Finley, Harrod
NAY: None

Agenda Item No. 4: Discussion, consideration, and possible action regarding a contract with Senior Citizens Center, Inc. for FY 2019-2020.

Director of Operations James Bryce announced staff's recommendation for the City of Shawnee Recreation Department to take over operations of the Shawnee Senior Center. He explained basic function can be absorbed within the City and that the Recreation Department has the knowledge, resources, and experience to enhance and maintain the Senior Center. Staff is requesting to hire one full time and two part time employees to work at the Senior Center.

After discussion among Committee members, a motion was made by Harrod, seconded by Belford, to accept staff's recommendation and not renew the contract with Senior Citizens Center, Inc. for FY 2019-2020. Motion carried 4-0.

AYE: Harrod, Belford, McDowell, Finley
NAY: None

Agenda Item No. 5: Discussion, consideration, and possible action regarding a contract with Shawnee Forward for FY 2019-2020.

Finley explained this was the second year with Shawnee Forward since the Chamber of Commerce and the Shawnee Economic Development Foundations merged.

A motion was made by Harrod, seconded by McDowell, to renew the contract with Shawnee Forward for FY 2019-2020, in the amount of \$286,000.00 Motion carried 4-0.

AYE: Harrod, McDowell, Finley, Belford

NAY: None

Agenda Item No. 6: Discussion, consideration, and possible action regarding a contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit for FY 2019-2020.

The Committee discussed how beneficial the Central Oklahoma Transit System was for the Shawnee area.

A motion was made by Harrod, seconded by Belford, to renew the contract for FY 2019-2020 in the amount of \$68,000.00 and to direct staff to negotiate the requested parking lot usage. Motion carried 4-0.

AYE: Harrod, Belford, McDowell, Finley

NAY: None

Agenda Item No. 7: Discussion, consideration, and possible action regarding a contract with Safe Events for Families for FY 2019-2020.

Interim City Manager Eric Benson stated that Save Events for Families (SEFF) is a very efficient entity. They benefit the community in several ways. Staff recommends renewal of this contract.

A motion was made by Belford, seconded by Harrod, to renew the contract for FY 2019-2020 in the amount of \$63,000.00. Motion carried 4-0.

AYE: Belford, Harrod, McDowell, Finley

NAY: None

Agenda Item No. 8: Discussion, consideration, and possible action regarding a contract with Visit Shawnee, Inc. for FY 2019-2020.

The committee discussed the usage of the 94% of Hotel Tax that is being provided to Visit Shawnee, Inc. (VSI). They also conversed on ways to fund the Pottawatomie County Museum, from the Hotel Tax collection.

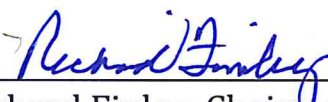
After further discussion, a motion was made by McDowell, seconded by Harrod, to not renew the contract with Visit Shawnee, Inc. for FY 2019-2020. Motion carried 4-0.

AYE: McDowell, Harrod, Belford, Finley

NAY: None

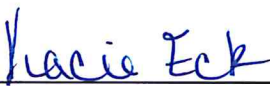
Agenda Item No. 9: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (4:04 p.m.)



Richard Finley, Chairman

Attest:



Kacie Eck, Secretary

Regular Board of Commissioners**2. c. 1.**

Meeting Date: 06/01/2020

Shawnee Public Schools

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Independent School District No. 93 also known as Shawnee Public Schools for police services.

AttachmentsContract

AGREEMENT

This agreement made and entered into this 1st day of July, 2020, 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, 2020 through the 30th day of June, 2021. 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 \$102,617.30 to cover the salary, uniform allowance and weapons allowance of the police officers. This consideration to remain unchanged unless there are changes 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

CHANCE ALLISON, CITY MANAGER

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

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



BOARD PRESIDENT

(SEAL)
ATTEST:



CLERK OF BOARD OF EDUCATION

Approved as to form and legality on this _____ day of _____, 2020

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

2. c. 2.

Meeting Date: 06/01/2020

Shotgun Club

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Shawnee Shotgun Club for use of city property known as Shawnee Twin Lakes Trap Range.

Attachments

Contract

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation LESSOR ("City"), and the SHAWNEE SHOTGUN CLUB, collectively the ("Parties").

WHEREAS the City is the owner of public property and facilities known as The Shawnee Twin Lakes Trap Range, in the City of Shawnee, Pottawatomie County, State of Oklahoma, and;

WHEREAS the City recognizes that the Trap Range and facilities located at the North East corner of Patterson Road and Hardesty Road shall be used for certain recreational purposes for the benefit of the health, safety and welfare of the residents of the of the City of Shawnee, and;

WHEREAS, it is the desire of the parties to set out in detail the rights and responsibilities of the parties regarding the operations of the Sporting Trap area of the Range and the use of City property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the City and the SHAWNEE SHOTGUN CLUB agree as follows:

1. The City hereby grants the right and privilege to the SHAWNEE SHOTGUN CLUB to use the facilities and property located generally at the North East corner of Patterson Road and Hardesty Road, City of Shawnee, Pottawatomie County, State of Oklahoma, East half of property, hereinafter jointly referred to as the "Property".
2. This Agreement shall commence on July 1, 2020 and end on June 30, 2021 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the City or the SHAWNEE SHOTGUN CLUB, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days' notice, in writing, delivered by certified mail, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease. Upon termination of this Agreement, the SHAWNEE SHOTGUN

CLUB shall retain all rights to maintenance equipment, concession equipment, and all other items not considered permanent structural improvements or not purchased by the City. Any and all structures which have been placed or constructed on the Property by the SHAWNEE SHOTGUN CLUB shall become the property of the City unless otherwise mutually agreed to in writing by the City and the SHAWNEE SHOTGUN CLUB. The Parties acknowledge that the SHAWNEE SHOTGUN CLUB shall pay to the City a sum of one dollar (\$1.00) on the first day of July every calendar year as lease payment for use of the Property. The Parties acknowledge that at the time of execution of this agreement there have been no permanent improvements constructed by the SHAWNEE SHOTGUN CLUB.

3. Before any changes are made in the improvements, structures, or land and before the construction of any permanent building, the SHAWNEE SHOTGUN CLUB shall obtain approval from the City Manager or his designee for such changes or construction costing Twenty-five Thousand Dollars (\$25,000.00) or less. All changes or construction costing in excess of Twenty-five Thousand Dollars (\$25,000.00) shall require the approval of the City Commission.
4. It is agreed that the Property area is to be used by the SHAWNEE SHOTGUN CLUB solely for the purposes of recreation and education, and development of sports skills, primarily for the purpose of shooting sport traps, and associated supportive services. Any other use of the Property area must be approved by the City. The SHAWNEE SHOTGUN CLUB shall provide the City with by-laws, league rules, league registration fees and schedules of all the SHAWNEE SHOTGUN CLUB activities. It is further agreed between the Parties that the SHAWNEE SHOTGUN CLUB shall make every effort to accommodate the City of Shawnee residents to facilitate shared use. If the SHAWNEE SHOTGUN CLUB makes the property available for use by others, the SHAWNEE SHOTGUN CLUB shall make ready the facilities, determine costs and assess such costs against such entities using the property.
5. The SHAWNEE SHOTGUN CLUB shall not assign this Agreement, or any interest herein, or sublet any portion of the Property area without the consent of the City Manager or his designee. The SHAWNEE SHOTGUN CLUB may grant permission and authority to any entities to occupy and use the Property area for any supportive services necessary for SHAWNEE SHOTGUN CLUB or for the conduct of a function not sponsored by SHAWNEE SHOTGUN CLUB. SHAWNEE SHOTGUN CLUB will be responsible for informing all other entities using the City property of the rules and obligations for the use of the property.

6. The SHAWNEE SHOTGUN CLUB will hold the City harmless and exempt from any damage or injury to persons or any damage to property of every kind arising from the management and use of the Property area by the SHAWNEE SHOTGUN CLUB, its invitees, employees, representatives and successors from the failure of the SHAWNEE SHOTGUN CLUB to keep the Property and structures in good condition and repair or for any negligent or intentional act committed by SHAWNEE SHOTGUN CLUB, its employees, officers, successors and assigns resulting in injury of any kind.
7. The SHAWNEE SHOTGUN CLUB, at its expense, shall keep in force, during the term of this Agreement, Public Liability Insurance issued by an insurance company authorized to conduct business in Oklahoma by the Oklahoma Insurance commissioner. The insurance will be in a form acceptable to the City Attorney and City Manager for the City, for the protection of the City and the SHAWNEE SHOTGUN CLUB against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from City, on account of any matter or thing which may occur on the Property, excluding Participants who will not be covered during the actual participation in an event, in a Public Liability Insurance policy or policies in the amount of One Million Dollars (\$1,000,000.00). The use of the Sporting Trap area by any entity other than SHAWNEE SHOTGUN CLUB will require that entity to comply with the requirements of this paragraph for the obtaining of insurance. The insurance obtained will include a rider for the City and SHAWNEE SHOTGUN CLUB to be covered by the policy.
8. The Shawnee Shotgun Club will share the building space with the Trap Club (currently the STLTC). The SHAWNEE SHOTGUN CLUB will provide maintenance to Sporting Trap area including mowing of the area, cost share with the STLTC janitorial and sanitizing service and supplies, trash receptacles and liners to be disposed of on an as needed basis, field supplies and other equipment. Major repairs to existing facilities such as replacing buildings, roofs, sewer lines, major water line breaks, parking lot repairs, and fencing replacement previously installed by the City, and other repairs traditionally within the responsibility of the "landlord", will be the responsibility of the City at no cost to the SHAWNEE SHOTGUN CLUB. The SHAWNEE SHOTGUN CLUB will be responsible for helping with minor repairs to the building, replacement of equipment, minor plumbing repairs such as clogged toilets, clogged sink drains, toilet and sink replacement, light bulb replacement and all maintenance and repair to new facilities constructed by the SHAWNEE SHOTGUN CLUB for at least one (1) year after construction and during warranty

period. All members and employees of the lessee that work on or do repairs will be considered independent contractors and not working for the City. The SHAWNEE SHOTGUN CLUB shall be responsible for ensuring that trash is picked up from grounds after events and deposited into the dumpster provided by the City. The SHAWNEE SHOTGUN CLUB shall exercise a high degree of care in ensuring grounds are continually in good repair during the term of this agreement. The City shall be charged for electric services and the SHAWNEE SHOTGUN CLUB will exercise reasonable efforts to conserve electric. The SHAWNEE SHOTGUN CLUB will provide and pay for their own phone service.

9. The SHAWNEE SHOTGUN CLUB will exercise reasonable efforts to make its customers aware of parking regulations during SHAWNEE SHOTGUN CLUB activities to assist the City in an effort to insure that the ground and vegetation of the Property, and adjacent premises, are not damaged by vehicles being driven or parked in places other than those defined by signage or in the plan as road or parking areas.
10. The SHAWNEE SHOTGUN CLUB agrees to provide activities, primarily for Shawnee area residents without discrimination as to race, religion, color, creed, sex or national origin.
11. If any person believes that the SHAWNEE SHOTGUN CLUB has violated the provisions of this Agreement, and has exhausted all appeal procedures through the SHAWNEE SHOTGUN CLUB Board, that person may file a written complaint with the City Manager or his designee. The City Manager or his designee shall so advise the SHAWNEE SHOTGUN CLUB, provide it with a copy of the complaint, and give the SHAWNEE SHOTGUN CLUB ten (10) days to consult with counsel and file a written response with the City Manager or his designee. Thereafter, the City Manager or his designee may, if he/she deems prudent, conduct an investigation into the situation, and within thirty (30) days of the response by the SHAWNEE SHOTGUN CLUB, advise of a ruling on the matter. Failure of the SHAWNEE SHOTGUN CLUB to follow the directions so given by the City Manager or his designee may result in the termination of this Agreement (without further notice).
12. The City Manager may designate one (1) person to serve as a non-voting, advisory to the SHAWNEE SHOTGUN CLUB Board. Alternatively, the SHAWNEE SHOTGUN CLUB may designate one (1) person to serve as liaison between the SHAWNEE SHOTGUN CLUB and the City Parks Department to address issues regarding maintenance and program administration. The SHAWNEE SHOTGUN CLUB will provide the City semi-annual financial statements and reports

of business activities. There shall be ultimate City Commission review for capital improvements in excess of twenty five thousand dollars (\$25,000.00). The SHAWNEE SHOTGUN CLUB shall permit City or City's designee to conduct a financial review of its operations at any time per discretion of the City.

13. The SHAWNEE SHOTGUN CLUB shall maintain a local contact, accessible to the City and the public at reasonable hours and otherwise make arrangements to accommodate the working public to the extent necessary for registration and similar activities. The contact will be responsible for disseminating all administrative and operational functions to include management, registration, access to all records that are subject to disclosure pursuant to Title 51 O.S. §24A.1, et seq., known as the Oklahoma Open Records Act, and access to the operational staff.
14. This Agreement shall only be amended in writing by the mutual consent of the SHAWNEE SHOTGUN CLUB and the City. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the other provisions of the Agreement shall not be affected. The Agreement shall be construed as if the valid, legal, or enforceable provisions for the Agreement were not affected, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained therein. No terms inconsistent with this Agreement shall be deemed binding on the parties. This Agreement contains all essential terms necessary to accomplish the purposes expressed by the parties and any other prior agreements, written or oral, consistent or inconsistent with the terms herein, are hereby rendered null and void. The parties also agree that this Agreement is fully integrated, embracing all essential terms necessary to carry out the purpose stated herein.

IN WITNESS HEREOF the City of Shawnee, and Shawnee Shotgun Club, Inc., by their representatives, set their hands to this Agreement on the _____ day of _____, 2020.

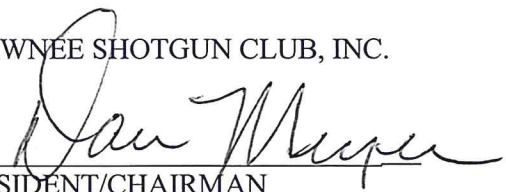
THE CITY OF SHAWNEE, OKLAHOMA

CHANCE ALLISON, CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

SHAWNEE SHOTGUN CLUB, INC.


PRESIDENT/CHAIRMAN

ATTEST:

CLERK/SECRETARY

Approved as to form and legality this _____ day of _____, 2020.

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

2. d.

Meeting Date: 06/01/2020

Lake Leases

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewal/Transfer:

RENEWAL:

Lot 13 Johnston Tract, 16624 Stevens Road

Lessees: Ray Burton and Brandon Edwards

Attachments

Renewal

Community
Development
Department



222 N. Broadway
Shawnee, OK
(405) 878-1616

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

Date	05/22/2020	License No. #032358
Type	☒ Renewal ☐ Transfer	
Commission Meeting Date	June 1 st , 2020	
Property Address	16624 STEVENS ROAD	
Lake Site Location	LOT 13 JOHNSTON TRACT	
Lease Dates	06/01/2020– 06/01/2050	
Lease Fee (changes annually)	\$731.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	RAY BURTON AND BRANDON EDWARDS	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee	TRANSFER <i>(if applicable)</i>	
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☒ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	02/28/2018	
Misc. Comments		
	Total Charges Paid: \$731.00	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 032358**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of JUNE 01, 2020 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

RAYMOND BURTON
of 16624 STEVENS RD SHAWNEE OK 74801-5737 ,
BRANDON EDWARDS
of 16624 STEVENS RD SHAWNEE OK 74801-5737,
PARTY OF THE SECOND PART.

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

16624 STEVENS RD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK


PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

Regular Board of Commissioners

3. a.

Meeting Date: 06/01/2020

COTS

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider renewal of the contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit System for FY 2020-2021.

RECOMMENDATION: To renew the contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit System for FY 2020-2021 in the amount of \$63,000.00.

Attachments

Contract

AGREEMENT BETWEEN THE CITY OF SHAWNEE and
CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.

This Agreement is entered into this 1st day of July, 2020 by and between the City of Shawnee, Oklahoma, hereinafter the "CITY", and CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC., (operating as Central Oklahoma Transit System) hereinafter "COTS".

WITNESSETH

WHEREAS, the CITY is in need of public transportation for its citizens and workforce; and

WHEREAS, COTS possess the skill, ability, and equipment to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, it is hereby agreed by and between the parties hereto that:

1. COTS shall provide to the CITY transportation services for its workforce and citizens in general in the City of Shawnee, Oklahoma, to commence on the 1st day of July, 2020, and to continue uninterrupted service thereafter until the 30th day of June, 2021. Hours of this service shall be from 7:00 a.m. until 8:00 p.m. Monday through Friday, and Saturday 8:00 a.m. until 5:00 p.m. (except holidays).
2. In exchange for the provision of such transportation services, the CITY shall pay to COTS sixty-three thousand dollars (\$63,000.00) in installments as follows: fifty-two hundred and fifty dollars (\$5,250.00) the first of each month, July, 2020 - June, 2021. This money is to come from the City's General Fund. Each payment is to be made after COTS submits the reports and invoices set forth in paragraph three of this Agreement. The City Finance Director shall review quarterly the documents provided and ascertain compliance with the requirements of paragraph three. Failure to submit the required reports with the invoices will result in withholding of payment on the invoice pending the receiving of said reports by the City. The City reserves the right to determine if the reports received contain sufficient information for the City to be kept current on the financial status of COTS.
3. COTS shall provide to the CITY all invoices and other documents required by the CITY in connection with its payment procedures. COTS further agrees to provide to the City a monthly report of COTS' expenditures, income, and riders. Such reports shall be provided by COTS to the CITY by the 10th day each month during the term of this Agreement. COTS acknowledges and understands that it must segregate and account for the funds received from the CITY. COTS agrees to furnish the City with its annual audit or an agreed upon procedures engagement conducted by a CPA. COTS further agrees to furnish monthly reports to the CITY containing its revenues, expenditures, assets, liabilities, grants and activities.

4. COTS agrees to furnish to the CITY copies of all minutes of COTS meetings.
5. COTS further agrees that in the case of a national or state emergency, or if a municipal emergency is declared by the city manager, COTS will allow the City to use vehicles and employees for necessary transportation, including but not limited to, transporting residents during an evacuation, assisting mass care facilities with transportation and transporting volunteers and responders to their designated work locations.
6. COTS hereby indemnifies the CITY and agrees to hold the CITY harmless from and against any loss, damage or claim arising from the operation of COTS and for any insurance premiums owed by COTS and for any tax liability now or later determined to be due and owing by COTS. Upon receipt of notice of a suit or proceeding filed against the CITY or COTS, COTS shall give the CITY written notice of such suit or proceeding within ten (10) days of receipt of such notice and shall cooperate with the CITY in its defense of any such suit or proceeding. COTS further agrees to at all times have insurance coverage reasonably covering the activities contemplated in this Agreement with a minimum coverage limit of one million dollars (\$1,000,000.00).
7. COTS shall submit a request for renewal to the City Clerk's Office no later than March 31, 2021. As a part of this request, COTS shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.
8. This Agreement may be terminated by either party without cause upon sixty (60) days written notice directed to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS our hands this _____ day of _____, 2020.

ACTION, INC
(CENTRAL OKLAHOMA TRANSIT)

EXECUTIVE DIRECTOR

ATTEST:

SECRETARY/NOTARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee this _____
day of _____, 2020.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

CHANCE ALLISON, CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2020.

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

3. b.

Meeting Date: 06/01/2020

SEFF

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider renewal of the contract with Safe Events for Families for FY 2020-2021.

RECOMMENDATION: To renew the contract with Save Events for Families for FY 2020-2021 to reimburse expenses for events up to \$56,700.00.

Attachments

Contract

AGREEMENT BETWEEN THE CITY OF SHAWNEE and
SAFE EVENTS FOR FAMILIES

This Agreement is entered into this 1st day of July, 2020, by and between the City of Shawnee, Oklahoma, a municipal corporation hereinafter the "CITY", and Safe Events for Families hereinafter called "SEFF".

WITNESSETH

WHEREAS, the CITY is in need of certain goods and services, and

WHEREAS, SEFF has represented that it possesses the skills and abilities to provide such goods and services.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SEFF agrees to provide and furnish such goods and services, to wit: the development of family-oriented events providing a safe and entertaining community atmosphere. Those events shall be limited to Shawnee Trail Days, Boo on Bell Street, and the Downtown Christmas Parade.
2. SEFF agrees to provide and furnish such goods and services to commence on 1st day of July, 2020, and to continue until the 30th day of June, 2021.
3. The CITY agrees to fund SEFF's events as follows:
 - a. The CITY will pay to SEFF up to fifty-six thousand seven hundred dollars (\$56,700.00) in invoiced expenditures within the agreed fiscal year.
 - b. The CITY will require SEFF to provide those invoices to the city for direct payment. Payments will be submitted to the accounting department of the City of Shawnee.
4. SEFF agrees to furnish to the CITY copies of all minutes of SEFF meetings.
5. SEFF and CITY acknowledge and agree that mutual cooperation is necessary for the success of this contractual arrangement. To that end SEFF agrees to meet and consult with the City Manager's office concerning all events and activities that SEFF will sponsor at least sixty (60) days prior to the date of said event or activity and complete the event permitting process.

6. The CITY acknowledges that it cannot bind future commissions to a financial decision beyond the present fiscal year.
7. SEFF shall submit a request for renewal to the City Clerk's Office no later than March 31, 2020. As a part of this request, SEFF shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.
8. This agreement may be terminated by either party upon thirty (30) days written notice prior to the end of the contract period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS our hands this _____ day of _____, 2020.

SAFE EVENTS FOR FAMILIES

ATTEST:

PRESIDENT

SECRETARY/NOTARY

APPROVED by the Mayor and City Commissioners of the City of Shawnee this _____ day of _____, 2019.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

ATTEST:

CHANCE ALLISON, CITY MANAGER

LISA LASYONE, CMC, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2020.

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

3. c.

Meeting Date: 06/01/2020

Shawnee Forward

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider renewal of contract with Shawnee Forward for FY 2020-2021.

RECOMMENDATION: To renew the contract with Shawnee Forward for FY 2020-2021 in the amount of \$257,400.00.

Attachments

Contract

AGREEMENT BETWEEN THE CITY OF SHAWNEE AND SHAWNEE FORWARD

This Agreement made and entered into this 1st day of July, 2020, is between the City of Shawnee, a municipal corporation hereinafter referred to as "CITY", and Shawnee Forward, a 501(c)(6) business organization.

I. DUTIES AND RESPONSIBILITIES OF SHAWNEE FORWARD

- 1. Services Provided by Shawnee Forward.** The purpose of this engagement is for the CITY to strive toward the fulfillment of both the long-range strategic plan for economic and industrial development for the CITY and the present economic development goals and priorities of the Mayor and Board of City Commissioners and as such plan, goals and priorities may be hereinafter amended from time to time. For purpose of this contract said plan, goals and priorities are here adopted and incorporated herein by reference. Shawnee Forward shall use its good faith and best effort to fulfill as much of the plan, goals and priorities as possible within the limitation of its budget. Such scope for work includes but is not limited to Shawnee Forward using its best efforts to accomplish the following general objectives:
 - a. Expanding the economic base of the CITY and Pottawatomie County by seeking diversification of employment opportunities to balance the area's dependency on petroleum-based industry and agriculture.
 - b. Encouraging and assisting resident industry to maintain and expand employment opportunities.
 - c. Implementing a comprehensive and aggressive marketing program to attract new industrial manufacturing jobs to CITY.
 - d. Providing materials including graphics and photos where appropriate to those individuals or companies evaluating the CITY for industrial and commercial investments.
 - e. Creating a variety of marketable industry facilities by making best use of existing industrial potential and the development of new facilities where required.
 - f. Providing additional employment opportunities.
 - g. Encouraging and assisting state installations and federal installations in CITY to maintain employment and seek way to expand those facilities and attract new facilities.

- h. Shawnee Forward shall use its best efforts to prepare and develop industrial team visits, travel to various meetings, to encourage industrial prospect visits, state sponsored industrial team and international trade team visits and to train personnel, both professional and lay, to fulfill the purposes of job creation and job retention in the CITY as provided for by the budget in this Agreement.
 - i. Shawnee Forward shall have full responsibility for the filing of any tax documents necessary, keeping of records and detailed statements, keeping a detailed activity report, records for expenditures for training, travel and development account, and any other necessary record documentation.
 - j. Shawnee Forward shall undertake retail recruitment and attraction on behalf of the City. These duties shall include but not be limited to: development of marketing materials tied to the development of retail and commercial sites, to be used in recruitment or attraction of retailers, interaction with retailers, retail brokers, retail site selectors and developers, retail consultants, and City staff, and additionally develop and maintain a database of available properties, (land and buildings), suitable for retail development. Shawnee Forward staff shall, as deemed necessary or appropriate, and within the constraints of its budget, actively participate at the professional retail trade shows and become a member of the ICSC.
- 2. **CITY Representation on Shawnee Forward Board of Trustees.** The Mayor or their designee, as confirmed by the City Commission, shall serve on the Shawnee Forward Board. The Shawnee City Manager shall serve as an ex officio member of the Shawnee Forward Board. No member of the Board of Commissioners shall hold any employment with Shawnee Forward or receive compensation for services rendered with Shawnee Forward.
- 3. **Incentive Program.** Shawnee Forward, in conjunction with the CITY, shall prepare an incentive program for the retention, recruitment and expansion of businesses within the CITY.
- 4. **Employees.** Shawnee Forward agrees to provide a qualified and competent staff to carry out a program of work that will meet the goals and objectives set out by Shawnee Forward and the CITY. All employees carrying out tasks pursuant to this Agreement are employees of Shawnee Forward and are not employees of the CITY.
- 5. **Expenses of Operation.** Shawnee Forward agrees to maintain office and work space suitable for its operation and shall be responsible for all expenses relating thereto.

6. Records and Reporting.

- a. **Reports.** Shawnee Forward will provide a written monthly report of its activities to the CITY or as part of its monthly board meeting. Shawnee Forward will also provide an annual report in an appearance before the CITY Commission and status reports as requested by the Mayor or City Manager. The report will include a financial report as well as accomplishments in the previous year and plans for the upcoming year.
 - b. **Inspection and Audit.** Shawnee Forward agrees to keep its books and records pertaining to its operation open during regular business hours for inspection by the CITY's Finance Director, any designee, or persons designated by CITY to perform audits. Copies of books and records shall be furnished to CITY, its staff, auditors, and elected officials at no additional charge.
 - c. **Compliance with Open Meeting and Open Records Laws.** All meetings of Shawnee Forward shall be subject to the provisions of the Oklahoma Open Meeting Act (25 O.S. §§ 301-314). The records of the Shawnee Forward relating to its operation shall be subject to the provisions of the Open Records Law (51 O.S. §§ 24A 1-29 *et seq.*). Shawnee Forward staff shall post agendas for its meetings on their website in accordance with the Oklahoma Open Meeting Act. Copies of records shall be provided to CITY and its staff and elected officials without charge.
7. **Budget.** Shawnee Forward will submit its request for funding each year to the CITY's Contract Review Committee, which shall review the request in accordance with its procedures and make its recommendation to the Mayor and CITY Commission (See Section II, "Renewal.")

II. TERM OF AGREEMENT, NO TRANSFER OR ASSIGNMENT

1. **Effective Date.** This Agreement shall take effect on July 1, 2020 and shall remain in effect until June 30, 2021. All modifications to this Agreement must be in writing and approved by Shawnee Forward and by the CITY. The Agreement will be reviewed annually in conformance with the budget request and appropriation as set out above. Approval of a budget and appropriation of funds shall be deemed to be a one-year renewal of the Agreement.
2. **Transfer of Rights and Responsibilities.** No party to this agreement can transfer or assign its rights and responsibilities without approval of the other parties.
3. **Payment from the CITY to Shawnee Forward.** The CITY will pay to Shawnee Forward on a monthly basis a sum certain as specified in accordance hereunder to fund the marketing program and activities that Shawnee Forward is carrying out its duties on

behalf of the CITY during the operation of the program. The CITY will provide the annual sum of \$257,400 (payable as \$21,450 monthly), and Shawnee Forward will actively pursue raising similar funds from the private sector.

- 4. Renewal.** Shawnee Forward shall submit a request for renewal to the City Clerk's Office no later than March 31, 2021. As a part of this request, Shawnee Forward shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission. CITY agrees its Contract Review Committee will meet in a timely fashion so as not to delay a recommendation concerning contract renewal.

III. NON-DISCRIMINATION

Shawnee Forward agrees not to discriminate against any employee, applicant for employment, or party seeking the services of Shawnee Forward because of race, creed, color, national origin, gender, ancestry, disability, or Shawnee Forward membership. Shawnee Forward shall take affirmative action to ensure that employees are provided equal opportunity in employment, promotion, demotion, transfer, or termination, rates or pay, or other forms of compensation, and selection for training.

IV. WAIVER

The waiver by any part of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

V. BREACH OF AGREEMENT

If either party to this Agreement fails, refuses, or neglects to abide by its duties and responsibilities hereunder, the other party may give notice of such breach. The breaching party shall be notified, in writing, of its alleged breach and shall be given sixty (60) days (unless such time is extended by the non-breaching party) to cure the breach. If the breach is due to violation of law or mismanagement or embezzlement of funds by Shawnee Forward, the Agreement shall terminate immediately. If the breach is not remedied, the other party may terminate the Agreement. The notice period shall not operate to extend the Agreement beyond its current term.

VI. GENERAL PROVISIONS

- 1. Governing Law; Submission to Jurisdiction.** Notwithstanding any provision to the contrary, the law of the State of Oklahoma will govern the construction and enforcement of this agreement. The parties do hereby submit to the personal

jurisdiction of, and waive any objection to venue in, Pottawatomie County, Oklahoma State District Court for the resolution of any dispute arising out of this agreement.

2. **Full and Complete Agreement.** This Agreement shall constitute a full and complete understanding between the Parties with respect to the subject matter set forth herein. No representation, inducement, agreement, promise or undertaking, alteration, amendment, deletion or other such revision of or to this Agreement shall have any force or effect unless the same is in writing and validly executed by both Parties hereto.
3. **Severability.** Should any provision herein be determined to be illegal, invalid, void or unenforceable by a court of competent jurisdiction, the balance of the Agreement shall be deemed operative, to the extent possible.
4. **Survival of Representations and Warranties.** The foregoing representations and warranties shall survive the execution of this Agreement and the closing of any and all transactions contemplated herein.
5. **Attorneys' Fees.** Further, the parties agree that in the event any party shall commence any lawsuit, action, or proceeding to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to recover from the non-prevailing party or parties the reasonable attorneys' fees, paralegal fees, costs, and expenses, incurred by the prevailing party therein, and the non-prevailing party covenants and agrees to promptly pay the same to the prevailing party upon demand.

WITNESS our hands this _____ day of _____, 2020.

SHAWNEE FORWARD

CHAIRMAN OF THE BOARD

ATTEST:

SECRETARY/NOTARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee this _____
day of _____, 2020.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

CHANCE ALLISON, CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2020

MAT THOMAS, ATTORNEY AT LAW

Regular Board of Commissioners

4.

Meeting Date: 06/01/2020

Budget

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing for Fiscal Year 2020-2021 budget. *(Item postponed to a future date.)*

Attachments

No file(s) attached.

Regular Board of Commissioners

5.

Meeting Date: 06/01/2020

809 West Main Street

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration, and possible action on Jennifer Woolever's appeal of an Administrative Order regarding the removal of a privacy fence located at 809 West Main Street.

Attachments

Memo

Appellant Documents



MEMORANDUM

DATE: June 1st, 2020
TO: Shawnee City Commission
FROM: Rebecca Blaine, Planning Director
RE: Code Enforcement Appeal for 809 W. Main Street

A complaint was made by the adjacent property owner that a six-foot wooden privacy fence had been erected and was obstructing line of sight of vehicular traffic when pulling out of driveway. A code enforcement officer performed a field investigation of the complaint and sighted multiple violations to the 809 W. Main Street property. Below is the City of Shawnee's fence ordinance, as well as our city code for the process and procedures of handling code violations. This fence extends past the front build line, is opaque in nature, and is a public nuisance as a traffic hazard under 'item b' of Section 20-202 Health Nuisances.

The complaint was made to the Action Center (Code Enforcement) on April 9th, 2020. A field survey of the property and verbal correspondence with the property owner was also conducted on April 9th, 2020.

The notice was mailed on May 9th, 2020 after giving specific timeframe in which to resolve code violation.

The hearing took place on Thursday, May 21st, 2020.

A request to appeal to City Commission was also made on Thursday, May 21st, 2020.

Sec. 22-395. - Fences and walls.

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

(a)

Fences, walls and hedges may be permitted in any required yard or along the edge of any yard; provided, that no fence, wall or hedge located in front of the front building line shall exceed three feet in height. On corner lots, with the condition that appropriate sight line restrictions provided in [section 22-399](#) are adhered to, fencing along the secondary frontage

shall not exceed six feet in height.

(b)

Fences shall be constructed with customarily used fencing materials, and shall be designed and arranged to provide visual separation of uses irrespective of vegetation. Fences shall be kept in an attractive state, in good repair, and in safe and sanitary condition at all times by the property owner. Any required fence or screening which are damaged shall be repaired.

(1)

Residential. An opaque, ornamental fence, wall or dense evergreen hedge not less than six feet high shall be constructed and maintained in good condition alongside rear lot lines up to, but not beyond, the abutting building setback line, except where front yard is used for off-street parking, then the provisions of division 10 of this article, pertaining to off-street parking lots shall apply. Fences, walls and hedges in residential districts may be permitted in any required yard or along the edge of any yard; provided that no fence, wall or hedge located in front of the front building line shall exceed three feet in height, and no other wall or fence shall exceed six feet in height. On corner lots, fencing shall not obstruct established building lines.

Sec. 20-202. - Health nuisances.

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

(a)

The city code enforcement officer shall have the authority to order the owner or occupant of any private premises to abate or remove from such premises, at the owner's or occupant's own expense, any condition specified in [section 20-201](#), any source of filth, any cause of sickness or condition conducive to the breeding of insects or rodents that might contribute to the transmission of disease or any other condition adversely affecting the public health within ten days or within such other time as might be reasonable, and a failure to do so shall constitute a misdemeanor.

(b)

At least ten days' notice shall be given to the owner of the property by certified mail at the address shown by the current year's tax rolls in the county treasurer's office, or any other source deemed by the city to be more accurate than said tax rolls before the community development director holds a hearing or takes action. At the time of mailing the notice to any property owner the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailer. The notice shall order the property owner to clean the property of trash, or to cut or mow the weeds or grass on the property, as appropriate, and said notice shall further state that unless such work is performed within ten days of the date of the notice, the work shall be done by the city and a notice of lien shall be filed with the county clerk against the property for the cost due and owing to the city. The notice shall further state that the property owner may request a hearing within ten days after the date of the notice to determine whether the accumulation of trash or growth of weeds or grass has caused the property to become detrimental to the health, benefit and welfare of the public and the community or hazardous to traffic, or creates a fire hazard to the danger of property. The notice shall also state that any accumulations of trash or excessive weed or grass growth on the owners property occurring within six months after the removal of trash, cutting or mowing of weeds or grass on the property pursuant to such notice may be summarily abated by the city; that the cost of such abatement shall be assessed against the owner; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner. If the certified mail to the property owner is refused, service of the notice shall be deemed valid and complete. However, if the property owner cannot be located as shown by the certified mail being returned as unclaimed, notice shall be

given by posting a copy of the notice on the property for ten days or by publication, by publishing in a legal newspaper published in the city, and which is of general circulation within the city, one time not less than ten days prior to any hearing or action by the city.

(c)

The owner of the property may give his written consent to the city authorizing the removal or the abatement of other public nuisances. By giving written consent, the owner waives his right to a hearing by the city.

(d)

A hearing may be held by the city manager or his designee, the administrative officer, to determine whether the accumulation of trash or growth of weeds or grass or other public nuisance has caused the property to become detrimental to the health, benefit and welfare of the public and the community or has caused a hazard to traffic or creates a fire hazard to the danger of property.

(e)

Upon finding that the condition of the property constitutes a detriment or hazard and that the property would be benefitted by the removal of such conditions, the city agents are granted the right of entry on the property for the removal or abatement of the conditions and performance of the necessary duties as a governmental function of the city.

(f)

The city manager or his designee, the administrative officer, shall determine the actual cost of abatement and any other expenses as may be necessary in connection therewith, including the cost of notice and mailing. The city clerk shall forward by certified mail, with return receipt requested, to the property owner at the address specified in subsection (b) of this section a statement of such actual costs and demanding payment. If the cleaning and mowing or abatement is done by the city, the cost to the property owner for the cleaning and mowing or abatement shall not exceed the actual cost of the labor, maintenance and equipment required. If the cleaning and mowing or abatement of other public nuisances is done on a private contract basis, the contract shall be awarded to the lowest and best bidder.

(g)

If payment is not made within 30 days from the date of the mailing of the statement, the city clerk shall forward a certified statement of the amount of the costs to the county treasurer, and the costs shall be levied on the property and collected by the county treasurer as other taxes authorized by law. The cost and interest thereon shall be a lien against the property from the date the cost is certified to the county treasurer, coequal with the lien of ad valorem taxes and all other taxes and special assessments and prior and superior to all other titles and liens against the property, and the lien shall continue until the cost shall be fully paid. At any time prior to the collection as provided in this subsection, the city may pursue any civil remedy for collection of the amount owing and interest thereon. Upon receiving payment, if any, the city clerk shall forward to the county treasurer a notice of such payment and directing discharge of the lien.

(h)

The property owner shall have the right of appeal to the city commission from any order of the city manager or his designee, the administrative officer. Such appeal shall be taken by filing written notice of appeal with the city clerk within ten days after the administrative order is rendered.

(i)

If the city causes property within the city limits to be cleared of trash and weeds or grass to be cut or mowed in accordance with the procedures provided for in subsection (b) of this section, any subsequent accumulations of trash or excessive weed or grass growth on the property

occurring within a six-month period may be declared to be a nuisance and may be summarily abated without further prior notice to the property owner. At the time of each such summary abatement, the city shall notify the property owner of the abatement and the cost thereof. The notice shall state that the property owner may request a hearing within ten days after the date of mailing the notice. The notice and hearing shall be as provided for in subsection (d) of this section. Unless otherwise determined at the hearing, the cost of such abatement shall be determined and collected as provided for in subsections (e) and (f) of this section. However, this subsection shall not apply if the records of the county clerk show that the property was transferred after notice was given pursuant to subsection (a) of this section.

(j)

Any person, owner or occupant who shall violate any subsection of this section shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by a fine in an amount as described in the city fee schedule, plus costs. Each day in which a violation takes place shall be a separate and distinct offense.

(Code 1986, §§ 7-330, 18-87(a)(1)—(8), (c), 18-88(a), 18-104; Code 2002, § 20-202; Ord. No. 2056NS, § 1, 5-20-2002)

State Law reference— Health nuisances, 63 O.S. § 1-1011.

To Shawnee City Clerk,

I am Jennifer Woolever I live at 809 w main in Shawnee OK. I had a hearing at action center for code enforcement on May 21, 2020. I was unsatisfied with the outcome by the issue not being resolved. I am requesting to be but on the city commission meeting on June 1st, 2020 and 6:00 P.M. To discuss the fence on my property that is past the build line due to the neighbors that have continue to cause issue before we put the fence in place.

Jennifer Woolever

809 w main street

Shawnee Ok 74801

To who this may concern,

My name is Jennifer Woolever, I live at 809 w main st Shawnee, OK 74801. I am writing this letter to discuss issues with the city commisioners. The issue is that we have put up a privacy fence around our property at 809 w main st. in order to keep peace between us and the neighbors at 807 w main st. these are the following issue that has been happening since March 2019.

1. The neighbors at 807 w main st. had been harrassing, threatening, and tormenting not only us but our dogs as well. I have a reported it to the authority on tormenting my animals and trying to make them bite them stomping at the fence, trying to hit my animals with bats. The neighbors at 807 w main st. having their dog charge the fence at ourselves and our animals. We have filed animal cruilty charges for tormenting my animals.

2. That have threatened my family and I life, say they are going to kill us and break in to our house. It was unsafe for us. The neighbors at 807 w main st was throwing bullets in to the fire pit while my kids and I are outside. The neighbors 807 w main st, has been caught taking pictures of my kids while they are outside playing. The neighbors do not care if we was in the front yard or the back yard with an adult present with the children.

3. At 807 w main st, there is a person living in a storage shed in the back yard that has been condimened by the city code inspector. We have assult charges against them for reaching over and punching my father in law in the face.

4. We also have the neighbors at 807 w main st for destruction of privete property. Reached over the dividing fence on our side to cut down trees and others bushes on our side of property.

I have several other police reports that have been made, but I am unable to get them at this time, due to the records needed a record request wasn't going to be done in time for the dead line. I do however have the call logs from both address 809 w main. And 807 w main to show the times the police have been out to the address before the fence and after the fence was put up. When we started putting up the fence the neighbor in 807 w main offered money to help put the fence up but we never received any money or help for the fence.

The only thing we got was the code enforment got called because they couldn't see what we was doing anymore. So Far we have not had any more issues with the neighbors at 807 w main st. Since we have put up the fence the police hasn't been called but a few times since April. The dog catcher hasn't come out at all due to the fence being put up. It has calmed down so much since April due to the fence being put up on the neighbor's side. The only thing we are trying to do is to keep the fence up on the side where the fence divides the neighbors at 807 w main st. to our house 809 w main st. to stay up to keep the confortation down. To keep the neighbor hood peacefull. So my kids to be able to play outside and not have to worry about them saying or doing anything to harm or scare my kids.

I have stressed to the Police about my neighbors activities. I do not fell very comfortable taking down the fence, and putting my children in harms way with my neighbor's activites and other issues. I feel it is our right for our safety to keep the side fence divding the addresses 809 w main st and 807 w main st fence up. I have attached the reports, and call logs that I have collected. Also a reciept of finishing the rest of our fence.

At this time I would like to thank you for allowing me to take this time to discusss the following issues with the city manager, city commisioners and other supporting staff during the meeting. Please

consider the safety of my family with this fence blocking it from our neighbors at 807 w main st. My family safety is number one priority in keeping the dividing fence up.

Jennifer Woolever, 809 w main st Shawneen, OK 74801

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

ADMINISTRATIVE ORDER

Now, on this 21 day of May, 2020 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Code Violation(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

X appeared Jennifer Woolever & Glenda Woolever

/ / represented by legal counsel or other representative. _____

/ / failed to appear.

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

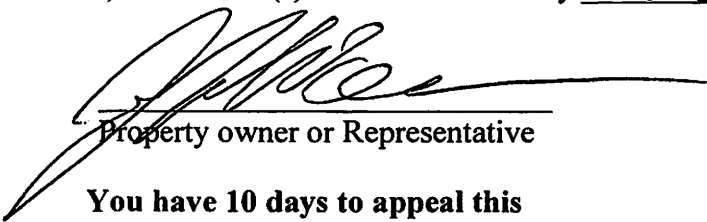
IT IS THEREFORE ORDERED that: (Address) 809 W. Main

1) The Respondent shall commence the:

(a) / / Removal of violation(s) Fence in front of build line

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

3) Violation(s) shall be removed by June 01, 2020



Property owner or Representative

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



Rebecca Blaine
Administrative Hearing Officer
City of Shawnee, Oklahoma

HBC WHITES ACE - SHAWNEE
603 E. INDEPENDENCE ST
SHAWNEE, OK 74804

PAGE NO: 1

PHONE: (405) 275-4900

Have a comment or concern?
 Customer Care Hotline (866) 461-2388

CUSTOMER NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	CREATED BY:	DATE / TIME:
470060	000		ORDR # 51394	4739	5/18/20 12:09

CUSTOMER:
 BEARDED CONSTRUCTION
 809 W MAIN

 SHAWNEE OK 74801
 405-432-7850

DELIVERY ADDRESS:
 809 WEST MAIN
 SHAWNEE, OKLA. 74801

SALESPERSON: SW STEVE WEBB
 TAX: T47 SHAWNEE TAXABLE

TERMINAL: 504

COD INVOICE: A52566/c

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
1	7	EA	1668TFP	1X6 P. 6'X8' TREATED PICKET PANE	45.99	7	45.07 /EA	315.49 C
2				FENCE PANEL				
3	15	EA	PT17	TREATED LANDSCAPE TIMBER 8'	3.99	15	3.69 /EA	55.35
4	10	EA	EZ60	60# CONCRETE MIX 60#	3.69	10	3.616 /EA	36.16 C
5				***DELIVER TUESDAY***				
6				***UNLOAD ON INSIDE OF FENCE***				
				DebitNetId:28				
				HostRef# Ref#:458523 AUTH#:830822				

DEBIT CARD	445.64	** PAID IN FULL **	445.64	TAXABLE	407.00
				NON-TAXABLE	0.00
				SUB-TOTAL	407.00
				TAX AMOUNT	38.64
				TOTAL AMOUNT	445.64

CREATED FOR: DANIEL WOOLEVER

X

ACCEPTED BY



City of Shawnee

Shawnee Police Department Records Division

16 W 9th St. Shawnee, Oklahoma 74801
Office (405) 878-1691
Fax (405) 878-1733



FAX TRANSMISSION COVER SHEET

OF PAGES 6 DATE 5-20 TIME _____

TO: Jennifer

REF: Call logs

MESSAGE: _____

FROM: CHLT

TEL # (405) 878-1689

Confidentiality Notice: This facsimile transmission is intended for only the addressee listed above. It may contain information that is privileged, confidential or otherwise protected from disclosure. Any review, dissemination or use of this transmission or any of its contents by persons other than the addressee is strictly prohibited. If you received this fax in error, please contact the Shawnee Police Department at 405-878-1691 immediately and destroy the documents.

SHAWNEE POLICE DEPARTMENT

Query Summary

16 W 9TH ST
SHAWNEE, OK 74801Module : Calls For Service Query Result
Record Count : 24

Event No	Incident	Call Type	Date Repo	Common Name	Location
1450846		P135D01	11/29/2019		809 W MAIN ST
1450823		P130D03	11/29/2019		809 W MAIN ST
1450816	19-06464	P130B03	11/29/2019		809 W MAIN ST
1450607		P128	11/27/2019		809 W MAIN ST
1450078		076	11/25/2019		809 W MAIN ST
1450057	19-06396	P130B03	11/25/2019		809 W MAIN ST
1445850		158	11/04/2019		809 W MAIN ST
1445460		P105	11/02/2019		809 W MAIN ST
1423217		P119D03	07/22/2019		809 W MAIN ST
1423021		P113N	07/22/2019		809 W MAIN ST
1422770		076	07/20/2019		809 W MAIN ST
1419492		042	07/06/2019		809 W MAIN ST
1419485		042	07/06/2019		809 W MAIN ST
1419022		076	07/04/2019		809 W MAIN ST
1418527		042	07/02/2019		809 W MAIN ST
1416370		P130D01	06/24/2019		809 W MAIN ST
1415715		P119D02	06/21/2019		809 W MAIN ST
1402698		076	05/01/2019		809 W MAIN ST
1399182		P119D02	04/17/2019		809 W MAIN ST
1395671		P119D03	04/03/2019		809 W MAIN ST
1394870	19-01713	P122	03/31/2019		809 W MAIN ST
1393932		P119D03	03/27/2019		809 W MAIN ST
1393661		076	03/26/2019		809 W MAIN ST
1393459	19-01586	P113N	03/25/2019		809 W MAIN ST

Before
fence

Call	Date	Call Type	Address	City
2007084	04/09/2020 18:58	RECKLESS ACTIVITY	809 W MAIN ST	SHAWNEE
2008532	04/08/2020 19:07	SUSPICIOUS PERSON	809 W MAIN ST	

EFORCE

Before
Fence

Printed 2020-5-20 13:58:5

SHAWNEE POLICE DEPARTMENT

Query Summary

16 W 9TH ST
SHAWNEE, OK 74801Module : Calls For Service Query Result
Record Count : 23

Event No	Incident	Call Type	Date Repo	Common Name	Location
1470050	20-01061	P105D	02/27/2020		807 W MAIN ST
1450849		076	11/29/2019		807 W MAIN ST
1450694		076	11/28/2019		807 W MAIN ST
1450626		P113D01	11/27/2019		807 W MAIN ST
1450502		076	11/27/2019		807 W MAIN ST
1450494		P119B03	11/27/2019		807 W MAIN ST
1450178		P119D03	11/25/2019		807 W MAIN ST
1450060		P130B03	11/25/2019		807 W MAIN ST
1422275		P113N	07/18/2019		807 W MAIN ST
1402700		076	05/01/2019		807 W MAIN ST
1402177	19-02352	P106	04/29/2019		807 W MAIN ST
1401058		P113C01	04/25/2019		807 W MAIN ST
1395851		P103	04/04/2019		807 W MAIN ST
1395815		P113C01	04/04/2019		807 W MAIN ST
1395529	19-01767	140	04/03/2019		807 W MAIN ST
1395428	19-01760	P135D01	04/02/2019		807 W MAIN ST
1395307		009	04/02/2019		807 W MAIN ST
1395137		P113D03	04/01/2019		807 W MAIN ST
1394860		076	03/31/2019		807 W MAIN ST
1394818		P119D03W	03/31/2019		807 W MAIN ST
1393218		P122	03/24/2019		807 W MAIN ST
1393094		P105D	03/24/2019		807 W MAIN ST
1381126		033	02/03/2019		807 W MAIN ST

Before
fence

Call	Date	Call Type	Address	City
2013195	05/18/2020 00:44	DISTURBANCE - PHYSICAL	807 W MAIN ST	SHAWNEE
2010772	05/04/2020 01:09	PATROL	807 W MAIN ST	SHAWNEE
2010770	05/04/2020 00:29	PATROL	807 W MAIN ST	SHAWNEE
2006866	04/01/2020 23:49	OTHER NOISE COMPLAINT	807 W MAIN ST	SHAWNEE
2005064	03/27/2020 14:08	THREAT	807 W MAIN ST. SHAWNEE, OK	SHAWNEE
2004813	03/25/2020 20:42	ANIMAL COMPLAINT	807 W MAIN ST	SHAWNEE
2004110	03/20/2020 13:08	THREAT	807 W MAIN ST	SHAWNEE

After
fence

Before
fence

EFORCE

Printed 2020-5-20 13:57:18

SHAWNEE POLICE DEPARTMENT						Page 1		Case No 19-01713				
						Beat		Rpt Dist C		Type Vandalism		
Crime / Incident SEC 20-24 (CITY) DESTRUCTION OF PRIVATE PROPERTY								Attempt ☐		Occurred Date Day On or From 03/31/2019 14:17:07 Sun		
Location of Incident LOC : 809 W MAIN ST, SHAWNEE, OK 74801								To		Reported 03/31/2019 14:17:07 Sun		
Disco VIC = Victim RP = Reporting Party WIT = Witness SUS = Suspect / Arrestee OTH = Other PRPO = Property Owner												
SUS	Name (A)	Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s			
	SANDERS, BRIAN NEAL	W	M	47	601	220	GRY	BRO	H : (405) 370-9310 W : (336) 558-1652			
Address 807 W MAIN ST		DOB 08/18/1971		DL Number				State OK				
City, State, Zip Code SHAWNEE OK 74801		SSN		Local ID #		State #		FBI #				
SUS	Name (A)	Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s			
	WOOLEVER, DANNY TROY	W	M	50	509	280	GRY	BLU	M : (405) 201-1772			
Address 809 W MAIN		DOB 11/09/1968		DL Number				State OK				
City, State, Zip Code SHAWNEE OK 74801		SSN		Local ID #		State #		FBI #				
SUS	Name (A)	Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s			
			M	17					H :			
Address		DOB /2001		DL Number				State				
City, State, Zip Code		SSN		Local ID #		State #		FBI #				
VIC	Name ()	Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s			
	SANDERS, FREDDY D	W	M	75	509	294	GRY	BRO	H : (405) 273-7813 M : (405) 370-9310			
Address 807 W MAIN ST		DOB 01/01/1944		DL Number				State OK				
City, State, Zip Code SHAWNEE OK 74801		SSN		Local ID #		State #		FBI #				
Synopsis :												
SOLVABILITY	any eye witnesses N				Continuation Attached ☒ X		Property List Attached ☐		Property Damage \$:			
	any video N				UCR : 14		Press Release ☐		Domestic Violence Case ☐			
	evidence left at scene N				Gang Related : N		Hate Crime ☐		Victim Senior Citizen ☐			
	fingerprints N				Pursuit ☐		Force Used ☐		Child Abuse ☐			
	suspects named N											
	statements obtained N											
	PHOTOS N											
	SUSPECT ARRESTED N				Disposition : CHAR							
	N				Solvability Point Total 0						Connecting Case #	
	N											
Assigned To : _____ Date : _____												
Officer ID CPL MICHAEL MYERS 0018						Reviewed By			Date			

SHAWNEE POLICE DEPARTMENT				Page 2		Case No. 19-01713					
						Type: Vandalism					
Crime / Incident SEC 20-24 (CITY) DESTRUCTION OF PRIVATE PROPERTY				Attempt ☐		Continuation Report					
Dispo "VIC" = Victim "RP" = Reporting Party "WIT" = Witness "SUS" = Suspect / Arrestee "OTH" = Other "PRPO" = Property Owner											
VIC	Name WOOLEVER, GLENDA FAYE			Race W	Sex F	Age 50	HT 502	WT 135	Hair	Eyes BRO	Telephone #s M : (405) 201-1445
Address 809 W MAIN ST				DOB 09/09/1968		DL Number			State OK		
City, State, Zip Code SHAWNEE OK 74801				SSN		Local ID #			State #		FBI #
	Name			Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s
Address				DOB		DL Number			State		
City, State, Zip Code				SSN		Local ID #			State #		FBI #
	Name			Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s
Address				DOB		DL Number			State		
City, State, Zip Code				SSN		Local ID #			State #		FBI #
	Name			Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s
Address				DOB		DL Number			State		
City, State, Zip Code				SSN		Local ID #			State #		FBI #
	Name			Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s
Address				DOB		DL Number			State		
City, State, Zip Code				SSN		Local ID #			State #		FBI #
	Name			Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s
Address				DOB		DL Number			State		
City, State, Zip Code				SSN		Local ID #			State #		FBI #
	Name			Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s
Address				DOB		DL Number			State		
City, State, Zip Code				SSN		Local ID #			State #		FBI #
Officer ID CPL MICHAEL MYERS				0018				Reviewed By		Date	



SHAWNEE POLICE DEPARTMENT				Page 1		Case No. 19-01760					
				Beat	Rpt Dist C	Type: Threats					
Crime / Incident ALL OTHER MISDEMEANO ALL OTHER MISDEMEANOR (STA				Attempt ☐	Occurred On or From	Date 04/02/2019 18:13:00		Day Tue			
Location of Incident LOC : 807 W MAIN ST, SHAWNEE, OK				To		Reported 04/02/2019 18:13:00		Tue			
Dispo "VIC" = Victim "RP" = Reporting Party "WIT" = Witness "SUS" = Suspect / Arrestee "OTH" = Other "PRPO" = Property Owner											
SUS	Name (S) WOOLEVER, DANNY TROY			Race W	Sex M	Age 50	HT 509	WT 280	Hair GRY	Eyes BLU	Telephone #s M : (405) 201-1772
	Address 809 W MAIN			DOB 11/09/1968		DL Number			State OK		
	City, State, Zip Code SHAWNEE OK 74801			SSN		Local ID #		State #		FBI #	
VIC	Name ()			Race	Sex M	Age 17	HT	WT	Hair	Eyes	Telephone #s H :
	Address			DOB 2001		DL Number			State		
	City, State, Zip Code			SSN		Local ID #		State #		FBI #	
WIT	Name () BYUS, TASHIA RENEE			Race W	Sex F	Age 29	HT 504	WT 192	Hair RED	Eyes HAZ	Telephone #s H : (405) 446-0192 M : (405) 435-9916
	Address 803 W MAIN ST			DOB 06/12/1989		DL Number			State OK		
	City, State, Zip Code SHAWNEE OK 74801			SSN		Local ID #		State #		FBI #	
	Name ()			Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s
	Address			DOB		DL Number			State		
	City, State, Zip Code			SSN		Local ID #		State #		FBI #	
Synopsis : Threats Report											
SOLVABILITY	any eye witnesses N				Continuation Attached : ☐		Property List Attached : ☐		Property Damage \$:		
	any video N				UCR : 26		Press Release : ☐		Domestic Violence Case : ☐		
	evidence left at scene N				Gang Related : N		Hate Crime : ☐		Victim Senior Citizen : ☐		
	fingerprints N				Pursuit : ☐		Force Used : ☐		Child Abuse : ☐		
	suspects named N										
	statements obtained N										
	PHOTOS N										
	SUSPECT ARRESTED N										
				Disposition : OPEN							
				Solvability Point Total : 0 Connecting Case #							
Assigned To : _____ Date : _____											
Officer ID CPL DENNIS RAINS 0048						Reviewed By _____ Date _____					



SHAWNEE POLICE DEPARTMENT 16 W 9TH ST SHAWNEE, OK 74801	Page 1	Incident Supplement
	Case No. 19-01760	Supp No. 19-01760-001
	Supp Reported 04/03/2019 18:19:00 Wednesday	

Inc Date Range 04/02/2019 18:13:00 -	Inc Primary Violation ALL OTHER MISDEMEANO - ALL OTHER MISDEMEANOR (STATE)
Location LOC : 807 W MAIN ST, SHAWNEE, OK	

Title: DISORDERLY CONDUCT

On 04/03/2019, at approx. 1819 hours, I responded to 809 W. Main St. in reference to a disturbance. Lt. Goss arrived first and made contact with Danny and Glenda Woolever.

Danny told Lt. Goss he was visiting the neighbor at 804 W. Main St. When he was walking back across the road to his home, chased after him in the street.

Upon arrival I made contact with and Fred Sanders at 807 W. Main St. said he was standing in the driveway, next to Fred's SUV. Danny walked from 804 W. Main St. into the street, and told he better stay where he was. walked to the end of the driveway and Danny was in the road by the mailboxes (approx. 30 feet away). said Danny started yelling for his wife to grab his gun and shoot. Fred heard the yelling and came outside. Fred advised he wanted to sign a complaint (ticket) against Danny for threatening

I made contact with Tashia Byus (803 W. Main St.). Tashia said she was inside her home when her kids ran inside and told her the neighbors were threatening to kill each other. Tashia walked outside and saw in his yard, and Danny in his yard, and both were yelling at each other. was threatening to kill Danny.

Fred signed a Disorderly Conduct citation against Danny (citation # 184029). Danny was issued the citation with a court date of 05/03/2019, without further incident.

Supplement Officer ID CPL DENNIS RAINS	0048	Agency SPD	Supplement Reviewed By	Date
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THE UNIVERSITY OF CHICAGO

SHAWNEE POLICE DEPARTMENT				Page 2		Case No. 19-01625			
						Type: Information only			
Crime / Incident INFORMATION ONLY INFORMATION REPORT						Attempt ☐		Continuation Report	
Dispo = Disposition "VIC" = Victim "RP" = Reporting Party "WIT" = Witness "SUS" = Suspect / Arrestee "OTH" = Other "PRPO" = Property Owner									
OTH	Name MONROE, PAMELA S	Race I	Sex F	Age 60	HT 501	WT 110	Hair BRO	Eyes BRO	Telephone #s H : (405) 273-9693
Address 804 W MAIN ST		DOB 04/16/1958		DL Number			State OK		
City, State, Zip Code SHAWNEE OK 74801-		SSN		Local ID #		State #		FBI #	
OTH	Name BYUS, TASHIA RENEE	Race W	Sex F	Age 29	HT 504	WT 192	Hair RED	Eyes HAZ	Telephone #s H : (405) 617-4687 M : (405) 435-9916
Address 803 W MAIN ST		DOB 06/12/1989		DL Number			State OK		
City, State, Zip Code SHAWNEE OK 74801		SSN		Local ID #		State #		FBI #	
OTH	Name BYUS, DAVID JAMES	Race W	Sex M	Age 36	HT 510	WT 175	Hair BRO	Eyes HAZ	Telephone #s H : (405) 617-4323 M : (405) 432-0704
Address 803 W MAIN ST		DOB 04/24/1982		DL Number			State OK		
City, State, Zip Code SHAWNEE OT 74801		SSN		Local ID #		State #		FBI #	
OTH	Name WOOLEVER, DANNY TROY	Race W	Sex M	Age 50	HT 509	WT 280	Hair GRY	Eyes BLU	Telephone #s M : (405) 201-1772
Address 809 W MAIN		DOB 11/09/1968		DL Number			State OK		
City, State, Zip Code SHAWNEE OK 74801		SSN		Local ID #		State #		FBI #	
	Name	Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s
Address		DOB		DL Number			State		
City, State, Zip Code		SSN		Local ID #		State #		FBI #	
	Name	Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s
Address		DOB		DL Number			State		
City, State, Zip Code		SSN		Local ID #		State #		FBI #	
	Name	Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s
Address		DOB		DL Number			State		
City, State, Zip Code		SSN		Local ID #		State #		FBI #	
Officer ID OFF WILL RYCROFT		0720		Reviewed By			Date		



SHAWNEE POLICE DEPARTMENT	Page 3	Case No. 19-01625
		Type: Information only
Crime / Incident INFORMATION ONLY INFORMATION REPORT	Attempt ☐	Narrative Report

On 3/27/2019 at approximately 2100 hours, I responded to the area of 804 W. Main Street, in reference to a fight in the streets.

Upon my arrival I made contact with Fred Sanders.

Fred Sanders stated the following - said he was inside his house when he heard yelling. He went outside his house and observed Brian, and several of his neighbors arguing in his driveway. He went out and calmed down the group.

I then made contact with Brian Sanders who stated the following - said he walked across the street to 804 W. Main to the gate and yelled to Jimmy "on you all's next doctor's appointments it will be different". Said he turned around and walked back to his house and Jimmy came after him as well as some of the neighbors.

I then made contact with who stated the following - said he was in the house and heard yelling. Said he looked outside the house and saw Brian walking back from Jimmy's house and saw people running towards Brian. Said Danny was in his driveway acting like he wanted to actively fight him.

I then made contact with Jimmy McBride who stated the following - said he and Pamela were sitting outside on the front porch of their residence at 804 W. Main. Said Brian walked up to the gate to his property and said "you better watch out when you go to see your doctor". Says he got up and went across the street to ask what Brian meant by that.

I then made contact with Pamela Monroe who stated the following - said she and Jimmy were sitting outside of their residence at 804 W. Main and Brian came over to the fence on their driveway. Said Brian leaned over the fence and said the next time you went to the doctor you better watch it. Said Jimmy became angry and went after Brian and yelled "shut your fucking mouth".

I then made contact with Tashia Byus who stated the following - said Brian ran down the driveway towards Jimmy's house and said "ya'll better watch yourself cause all hell is gonna break loose". Said Jimmy yelled "don't you threaten me".

I then made contact with David Byus who stated the following - said Brian was in his driveway and yelled something at Jimmy. Said Brian walked over to Jimmy's fence and yelled something to Jimmy. Said Jimmy followed Brian back over to his driveway. Said was trying to bait people to hit him cause he was a minor.

I then made contact with Danny Wollever who stated the following - said Brian and went across the road to Jimmy's fence. Said Brian leaned over the fence and yelled something to Jimmy. Jimmy then followed Brian and back to their driveway and everyone went over and started yelling.

Officer ID OFF WILL RYCROFT	0720	Reviewed By	Date
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SHAWNEE POLICE DEPARTMENT	Page 3	Case No. 19-01713
Crime / Incident SEC 20-24 (CITY) DESTRUCTION OF PRIVATE PROPERTY	Attempt ☐	Type: Vandalism Narrative Report

On 3-31-19 at about 1458, I responded to the area of 809 W. Main in reference to a disturbance. Upon my arrival, I made contact with Glenda (V1) and Danny Woolever (S3) who are married and live at the residence. Glenda explained that her neighbors at 807 W. Main, Brian (S1) and (S2), cut her bushes/trees down that are in her yard by reaching over the fence. Glenda explained that this is an ongoing feud between the two. Glenda advised that she wanted to press charges on Brian and for destruction of private property and agreed to sign a citation.

I spoke with Brian, and Freddy Sanders (V2) who all live at 807 W. Main. and Brian admitted to cutting the bushes/trees but did not know it was wrong. Brian stated that he was just cleaning up the fence line. Freddy advised that Danny has been threatening his household for a while now. Freddy told me that Danny has threatened to kill them and has even walked around his home with a shotgun in his hand and "racked" it but never actually pointed or threatened them with the gun. Freddy also stated that Danny carried a handgun on his hip. Freddy wanted to press charges on Danny for disorderly conduct and agreed to sign a citation.

I observed that the bushes/trees on the Woolever's property had been recently cut. Danny was cited for disorderly conduct (#179914) and Freddy signed it. Brian and were cited for destruction of private property (#179912 and 179913) and Glenda signed them.

Officer ID CPL MICHAEL MYERS 0018	Reviewed By Date
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SHAWNEE POLICE DEPARTMENT	Page 2	Case No. 19-01760
Crime / Incident ALL OTHER MISDEMEANO ALL OTHER MISDEMEANOR (STA	Attempt ☐	Type: Threats Narrative Report

On 04/02/2019, at approx. 1813 hours, I responded to 807 W. Main St. in reference to threats. Upon arrival I made contact with _____ and Fred Sanders.

_____ stated the following:

He was working in his backyard, cleaning up tools off a table outside his grandfather's shed. Danny Woolever was inside his shed at 809 W. Main. Danny tapped on the shed window with a black gun and pointed it at _____

I spoke to Danny at 809 W. Main, who advised the following:

Around 1600 hours, _____ was stomping the ground near a clothes hanging pole in his backyard, next to the property line. _____ was causing Danny's dogs to bark. Danny came out of his shed and had his gun in his hand, but never pointed it at _____. He told _____ to stop harassing his dogs. He and _____ started yelling at each other. Tashia Byus (803 W. Main) was outside and saw what was going on. She told them to stop yelling at each other because they were upsetting her children.

I spoke to Tashia Byus at 803 W. Main, who advised the following:

Around 1600 hours, she saw _____ in his backyard near the fence, and it sounded like he was kicking it. Danny came out of his shed with his gun on his hip. Danny and _____ were yelling at each other, upsetting her children. She yelled at them to stop or she would call the police, and they stopped.

I spoke to _____ again and he confirmed the incident that occurred at 1600 hours. He was near the fence line, picking things up out of his yard and Danny's dogs were barking at him. Danny came out of his shed, but never pointed it at him. They yelled at each other.

Danny denied tapping on the shed window with a gun as _____ alleged.

Officer ID CPL DENNIS RAINS 0048	Reviewed By Date
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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

SHAWNEE POLICE DEPARTMENT	Page 3	Case No. 19-02352
Crime / Incident SEC 20-7 (CITY) ASSAULT AND BATTERY	Attempt ☐	Type: Assault and Battery Narrative Report

On 4/29/19 at approximately 1931 hours, I was dispatched to 807 W Main St for a reported disturbance/assault and battery.

Upon my arrival I observed the residents of both 807 and 809 W Main in the street yelling. The resident of 807 W Main, identified as Brian Sanders, was yelling about Danny Woolever from 809 spitting in his face. Woolever was yelling about Sanders hitting him in the face. I observed Sanders had some busted knuckles on his right hand, and Woolever had some swelling near his mouth.

Sanders advised that they were arguing, Woolever spit in his face, so he punched him in the face. Sanders then advised that Woolever went into his residence and came back out with a gun, but Woolever's wife took it from him. Woolever denied spitting in Sanders' face, and admitted he went in and grabbed a gun after being punched in the face. He stated his wife took the gun from him and he only had it pointed at the ground.

I spoke to Tashia Byus and Joshua Edwards, who both stay at 803 W Main, and advised they witnessed most of the incident. They advised the gun was never pointed at anybody. They also advised that Sanders and Woolever are constantly arguing/yelling with eachother.

I verified with my dispatch that in March and April alone this year, the Shawnee Police Department has been called out to 807 W Main 14 times, and 809 W Main 7 times.

Tashia Byus was able to show me video of the incident on her cell phone. I observed on the video that Woolever appeared to rear back then move his head forward in a spitting motion two times before Sanders reached over the fence and punched him in the face. I asked both subjects if they would like to press charges for Assault and Battery, and they both stated they would. Witness statements were left at the scene for neighbors and family to complete. Byus was provided my email address to send the video of the incident.

I placed both Sanders and Woolever under arrest for Disorderly House, and completed citations for them. They signed eachother's citations for Assault and Battery. Ofc Williams 84 and I transported them out to the PCPSC where they were booked in for A&B and Disorderly House.

At the time of this report, the video had not been sent, and no body had called in to have their statement picked up.

These events occurred in the City of Shawnee, in Pottawatomie County.

Officer ID OFF ZACH ANDREWS 0087	Reviewed By Date
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SHAWNEE POLICE DEPARTMENT					Page 2		Case No 19-02352				
							Type: Assault and Battery				
Crime / Incident SEC 20-7 (CITY) ASSAULT AND BATTERY							Attempt ☐		Continuation Report		
Dispo "VIC" = Victim "RP" = Reporting Party "WIT" = Witness "SUS" = Suspect / Arrestee "OTH" = Other "PRPO" = Property Owner											
WIT	Name BYUS, TASHIA RENEE	Race W	Sex F	Age 29	HT 504	WT 192	Hair RED	Eyes HAZ	Telephone #s H : (405) 446-0192 M : (405) 435-9916		
Address 803 W MAIN ST		DOB 06/12/1989		DL Number				State OK			
City, State, Zip Code SHAWNEE OK 74801		SSN		Local ID #			State #		FBI #		
	Name	Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s		
Address		DOB		DL Number				State			
City, State, Zip Code		SSN		Local ID #			State #		FBI #		
	Name	Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s		
Address		DOB		DL Number				State			
City, State, Zip Code		SSN		Local ID #			State #		FBI #		
	Name	Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s		
Address		DOB		DL Number				State			
City, State, Zip Code		SSN		Local ID #			State #		FBI #		
	Name	Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s		
Address		DOB		DL Number				State			
City, State, Zip Code		SSN		Local ID #			State #		FBI #		
	Name	Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s		
Address		DOB		DL Number				State			
City, State, Zip Code		SSN		Local ID #			State #		FBI #		
	Name	Race	Sex	Age	HT	WT	Hair	Eyes	Telephone #s		
Address		DOB		DL Number				State			
City, State, Zip Code		SSN		Local ID #			State #		FBI #		
Officer ID OFF ZACH ANDREWS					Reviewed By		Date				
0087											













Regular Board of Commissioners

6.

Meeting Date: 06/01/2020

S03-20

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a replat of Shawnee Auto Mall Lot 2 Block 1 and Common Area 'A', a 10.33-acre property, located on Shawnee Mall Drive east of Kickapoo Street and west of Harrison Avenue. Case No. S03-20, Applicant: CEC, Inc.

Attachments

S03-20 Recommendations

Staff Report

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: CEC, Inc. on behalf of Cooper Shawnee Investments, LLC

FOR: Replat of Shawnee Auto Mall Lot 2 Block 1 and Common Area A

LOCATION: Shawnee Mall Drive, West of the BNSF Railroad tracks

CASE# S03-20

PLANNING COMMISSION MEETING DATE: Friday, May 29th, 2020

PLANNING COMMISSION RECOMMENDATION: Approve (conditions have been met)

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			
KIENZLE (VICECHAIRMAN)			X			
ROWELL						Absent
MELOT	X		X			

RESPECTFULLY SUBMITTED,

Rebecca Blaine

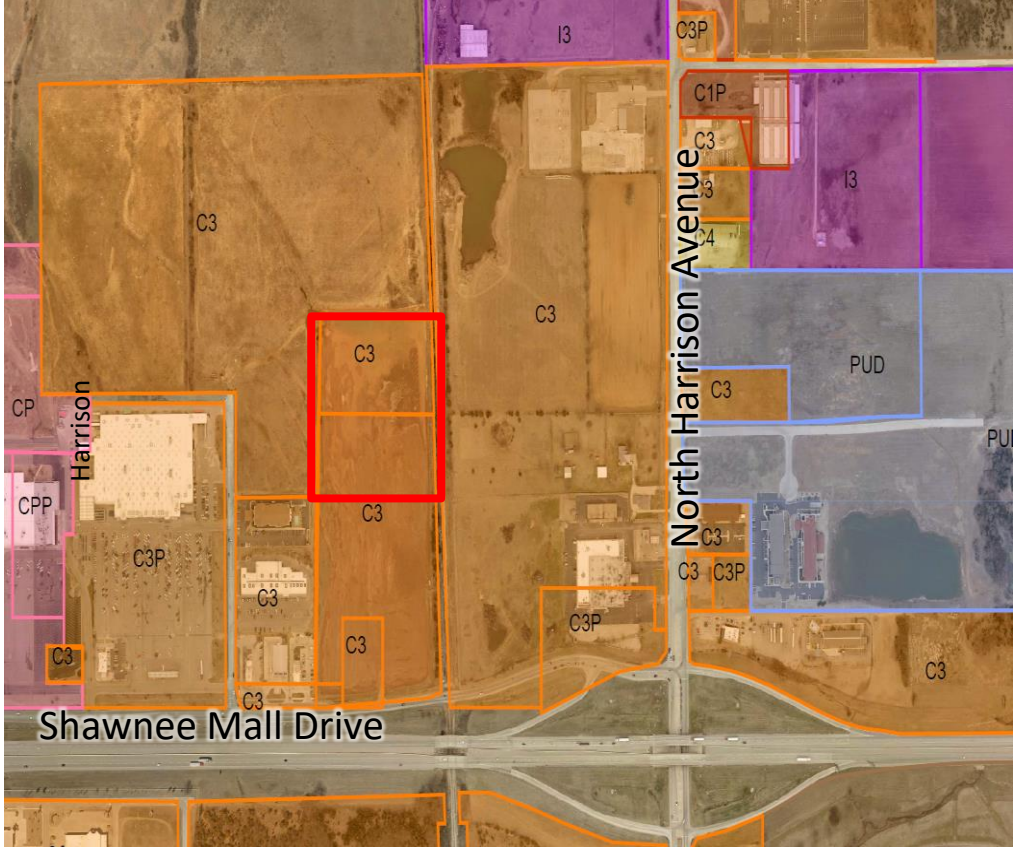
PLANNING DIRECTOR

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			CASE # S03-20 MEETING DATE: May 29th, 2020 CITY COMMISSION DATE: June 1st, 2020	
APPLICANT: Tim Smith		32 Northwest 144th Circle, Suite A Edmond, Oklahoma, 73013		tsmith@okcproperties.com
PROPERTY ADDRESS/LOCATION: NE/4 of Section 31, Township 11 North, Range 4 East; West of Harrison Avenue, North of Shawnee Mall Drive				
The applicant, Tim Smith, is requesting final replat approval for Shawnee Auto Mall, Block 1, Lot 2, a replat of Lots 2-3, Block 1, and Common Area A of Shawnee Auto Mall, a 10.33-acre property.				
EXISTING ZONING: C-3	EXISTING LAND USE: Vacant	SURROUNDING ZONING & LAND USE: C-3 (Highway Commercial)	LOTS: 2	PROPERTY SIZE: 10.33 acres

STAFF RECOMMENDATION

Being a development in a C-3 district, the lots to be replatted by this proposal are required to abide by the dimensional standards of Table 22-160.4.1, "Density and Dimensional Standards by [Commercial] Zone":

- Minimum lot size for each lot is 10,000 square feet – Each proposed lot meets this requirement;
- Minimum lot width for each lot is 100 feet – Each proposed lot meets this requirement;
- Minimum street frontage is 100 feet – Each proposed lot meets this requirement;
- Front yard setbacks are required to be 25 feet – Each proposed lot meets this requirement; and

Final plats are required to abide by the standards of the City of Shawnee Subdivision Regulations. Article VIII, Platting Procedures, Section 3, General Requirements [of Final Plat], Subsection 5, Contents of Final Plat, provides a list of information that must be submitted on the Final Plat for a Final Plat to be approved. The following corrections need to be made:

- Identify type of 10' easement along west side of plat;
- Change "County" to City Planning Commission and use City of Shawnee versus Oklahoma County;
- Change "County" to City Commission, Mayor and City Clerk for signature lines;
- Add certificates of City Clerk; and
- Replace instances of "Oklahoma County" to "Pottawatomie County" or "City of Shawnee" where applicable.

The 2020 Comprehensive Plan intends for the future land use of this area to be high intensity commercial. The submitted plat aligns with the intent and purpose of the Comprehensive Plan.

The Planning Department has received the following feedback from the following agencies:

Engineering:

Engineering has approved of the submitted final replat.

Shawnee Municipal Authority:

Shawnee Municipal Authority has approved of the submitted final replat.

Fire Department:

Fire has approved of the submitted final replat.

Staff recommends approval upon the following conditions:

1. The required corrections listed above are made prior to City Commission approval.

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		



FINAL PLAT APPLICATION

Planning Department

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

For Office Use Only	
Case Number:	<u>503-2.0</u>
Project Number:	<u>200242</u>
Date Filed:	<u>2/28/2020</u>
Amount Paid:	<u>\$228.00</u>
Receipt No.:	<u>02394680</u>

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 (405) 878-1616 with any questions.

APPLICANT Tim Smith
APPLICANT ADDRESS 32 NW 144th Circle, Suite A, Edmond OK 73013
APPLICANT PHONE NUMBERS 405-919-0282
EMAIL ADDRESS tsmith@okcproperties.com
NAME OF PLAT Final Plat of Lot 2, Block 1 of Shawnee Auto Mall, a Re-Plat of Lots 2 and 3, Block 1, and Common Area "A" of Shawnee Auto Mall
LOCATION NE/4 of Section 31, T11N, R4W; West of Harrison Avenue, North of Shawnee Mall Drive
NUMBER OF ACRES 10.33 NUMBER OF LOTS 1

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00
PLUS **\$3.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 1 \$3.00
PLUS **\$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS
TOTAL COST \$228.00

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 LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS
TOTAL COST

OWNER/DEVELOPER INFORMATION:

NAME Vintage Dwellings, LLC
ADDRESS 32 NW 144th Circle, Suite A, Edmond OK 73013
CONTACT NUMBERS 405-919-0282
EMAIL ADDRESS tsmith@okcproperties.com

PROJECT ENGINEER INFORMATION:

NAME Dean Koleada, P.E.; Civil and Environmental Consultants, Inc
ADDRESS 4045 NW 64th Street, OKC, OK 73116
CONTACT NUMBERS 405-246-9411
EMAIL ADDRESS dkoleada@cecinc.com

APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS

MEETING

OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

That Cooper Shawnee Investments, LLC, an Oklahoma limited liability company, hereby certifies that it is the owner of and the only persons, firm or corporation having any right, title, or interest in and to the land shown on the annexed plat of Lot 2 Block 1 of Shawnee Auto Mall, being a part of the Northeast Quarter (NE/4), Section 8, Township 11 North, Range 1 East of the Indian Meridian in Pottawatomie County, Oklahoma. That it has caused the same to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, which said annexed plat (consisting of one sheet) represents a correct survey of all property included therein under the name of Lot 2 Block 1 of Shawnee Auto Mall.

The undersigned do hereby further certify that they are the owners 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 do 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.

In witness whereof the undersigned have caused this instrument to be executed on this ____ day of _____, 2020.

Cooper Shawnee Investments, LLC, an Oklahoma limited liability company,

By: _____
Joseph R. Cooper
Manager

STATE OF OKLAHOMA)
COUNTY OF _____) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2020, personally appeared Joseph R. Cooper to me known to be the identical person who subscribed, as Manager of Cooper Shawnee Investments, LLC, an Oklahoma limited liability company, 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.

My Commission Expires: _____

Notary Public

LICENSED PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, Darin L. Raibourn, do hereby certify that I am a Licensed Professional Land Surveyor within the State of Oklahoma, and the annexed plat of Lot 2 Block 1 of Shawnee Auto Mall, consisting of one (1) sheet, represents a survey made under my supervision on this ____ day of _____, 2020.

This Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors; and said Final Plat complies with the requirements of Title 11 (Eleven) Section 41-108 of the Oklahoma State Statutes.

STATE OF OKLAHOMA)
COUNTY OF _____) SS
Darin L. Raibourn
Professional Land Surveyor #1637

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2020, personally appeared Darin L. Raibourn to me known to be the identical person who executed as a License Professional Land Surveyor 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

CERTIFICATE OF DEPARTMENT OF ENVIRONMENTAL QUALITY

I certify that I have approved the application and plan for a plat of residential development which is on file at _____ of the department of environmental quality, and hereby approve this plat for the use of "private water systems and private sewage systems."

Note: once plat approval has been obtained from the department of environmental quality, no major soil modification may occur in an area designated for septic system demand.

DATE: _____
DEPARTMENT OF ENVIRONMENTAL QUALITY

OVERALL LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE/4);

THENCE NORTH 89°08'32" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 1275.01 FEET; THENCE SOUTH 02°43'48" EAST A DISTANCE OF 878.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02°43'48" EAST A DISTANCE OF 742.27 FEET; THENCE SOUTH 88°45'09" WEST A DISTANCE OF 290.96 FEET; THENCE NORTH 01°14'39" WEST A DISTANCE OF 5.92 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 36.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 22°02'22" EAST, A CHORD DISTANCE OF 28.46 FEET; FOR AN ARC LENGTH OF 29.26 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 60.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 88°45'21" WEST, A CHORD DISTANCE OF 82.50 FEET, FOR AN ARC LENGTH OF 286.03 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 36.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 24°31'41" EAST, A CHORD DISTANCE OF 28.46 FEET; FOR AN ARC LENGTH OF 29.26 FEET; THENCE SOUTH 01°14'39" EAST A DISTANCE OF 5.92 FEET; THENCE SOUTH 88°45'09" WEST A DISTANCE OF 288.51 FEET; THENCE NORTH 02°25'46" EAST A DISTANCE OF 753.26 FEET; THENCE NORTH 89°47'52" EAST A DISTANCE OF 598.32 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT OF LAND CONTAINS AN AREA OF 450,101 SQUARE FEET OR 10.329 ACRES, MORE OR LESS.

THE BEARINGS DESCRIBED HEREON REFLECT THE OKLAHOMA STATE PLANE - SOUTH ZONE (NAD 83) COORDINATE SYSTEM. STATE PLANE BEARINGS WERE DERIVED FROM GPS OBSERVATIONS. THE BEARINGS DESCRIBED HEREON REFLECT THE SAME ANGULAR GEOMETRY AS ORIGINALLY SHOWN ON FINAL PLAT OF SHAWNEE AUTO MALL RECORDED IN INSTRUMENT #201700005937.

NOTES:

- 2" IRON RODS WITH A PLASTIC CAP HAVE BEEN PLACED AT ALL PROPERTY CORNERS.
- MAINTENANCE OF COMMON AREAS, PRIVATE DRAINAGE EASEMENTS AND ISLANDS/MEDIANS IN STREET RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION AND/OR PROPERTY OWNERS WITHIN THIS PLAT.

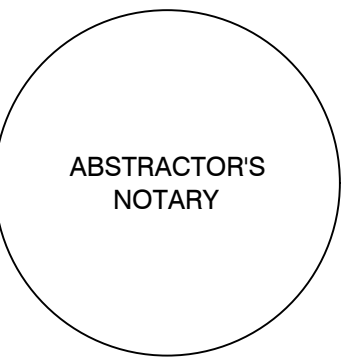
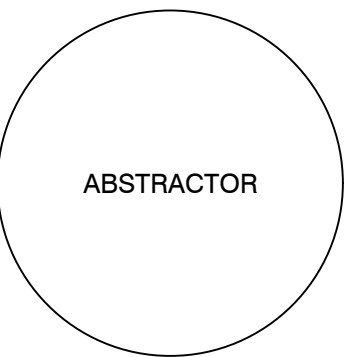
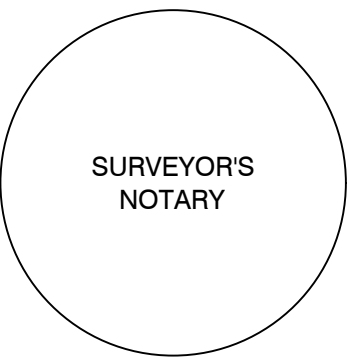
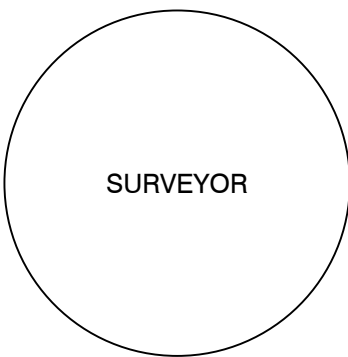
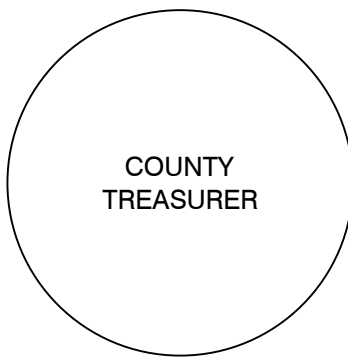
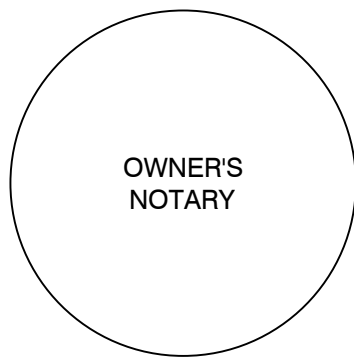
LEGEND

- PERIMETER PROPERTY LINE
- PROPERTY LOT LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED EASEMENT
- PROPOSED BUILDING SET BACK
- SET IRON PIN
- UTILITY EASEMENT
- DRAINAGE EASEMENT

CURVE TABLE						
CURVE #	DELTA	TANGENT	RADIUS	LENGTH	CHL	CHB
C1	46°34'03"	15.49'	36.00'	29.26'	28.46'	S 24°31'41" E
C2	273°08'06"	56.80'	60.00'	286.03'	82.50'	S 88°45'21" W
C3	46°34'03"	15.49'	36.00'	29.26'	28.46'	N 22°02'22" E
C4	19°11'18"	10.14'	60.00'	20.09'	20.00'	N 88°42'44" E

LEGEND

- PERIMETER PROPERTY LINE
- PROPERTY LOT LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED EASEMENT
- PROPOSED BUILDING SET BACK
- SET IRON PIN
- UTILITY EASEMENT
- DRAINAGE EASEMENT

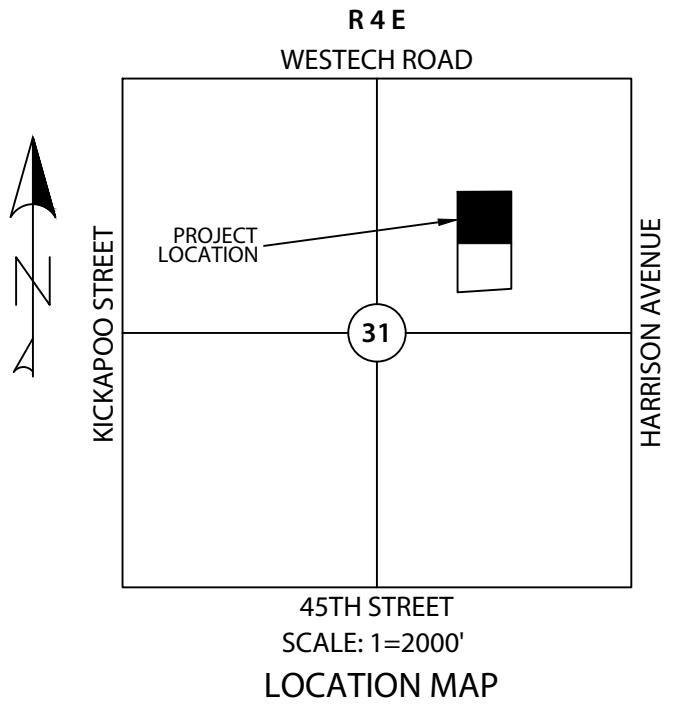
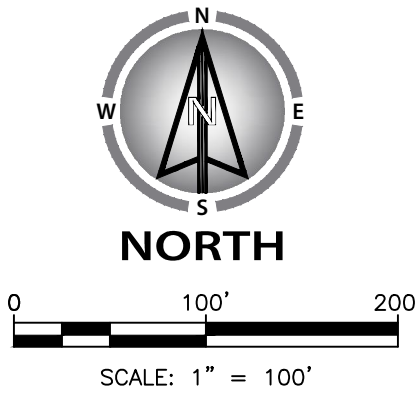


OWNER
COOPER SHAWNEE INVESTMENTS, LLC
CONTACT: JOSEPH R. COOPER
32 NW 144 CIRCLE, SUITE A
EDMOND, OKLAHOMA 73013

Civil & Environmental Consultants, Inc.
4045 NW 64th Street · Suite 415 · Oklahoma City, OK 73116
Ph: 405.246.9411
www.ccecinc.com C.A. #6429 EXP. 6/30/20

FINAL PLAT OF LOT 2 BLOCK 1 OF SHAWNEE AUTO MALL

A RE-PLAT OF LOTS 2 AND 3, BLOCK 1, AND COMMON AREA "A" OF SHAWNEE AUTO MALL
A PART OF THE (NE/4) OF SECTION 31
T 11 N, R 4 E, I.M., POTTAWATOMIE COUNTY, OKLAHOMA



BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Pottawatomie County, Oklahoma, hereby certifies that the records of said county show that the title to the land shown on the annexed plat of Lot 2 Block 1 of Shawnee Auto Mall, is vested in Cooper Shawnee Investments, LLC, an Oklahoma limited liability company, and on this ____ day of _____, 2020, 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 2019 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 _____, 2020.

By: First American Title

Ken McDowell
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 _____, 2020, personally appeared Ken McDowell to me known to be the identical person who executed as Vice President 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 for the year 2019 and prior years are paid on the annexed plat of Lot 2 Block 1 of Shawnee Auto Mall, 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 _____, 2020.

County Treasurer

COUNTY PLANNING COMMISSION APPROVAL

I, _____, Chairman of the Oklahoma County Planning Commission, hereby certify that the Oklahoma County Planning Commission duly approved the final plat of Lot 2 Block 1 of Shawnee Auto Mall.

Chairman

COUNTY COMMISSIONER'S APPROVAL

I, _____, Chairman of the BOARD OF County Commissioners of Oklahoma County, Oklahoma, hereby certify that the said County Commissioners duly approved this plat in Oklahoma County, Oklahoma on the ____ day of _____, 2020.

ATTEST:

Chairman

LOT 2 BLOCK 1 OF SHAWNEE
AUTO MALL

SHEET 1 OF 1

Regular Board of Commissioners

7.

Meeting Date: 06/01/2020

S04-20

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a replat of the Preliminary Plat of Belmont Park Commercial II, a 0.87-acre property, located 630 feet east of the northeast corner of West MacArthur Street and Acme Road. Case No. S04-20, Applicant: J. Bentley Developments, LP.

Attachments

S04-20 Recommendations

Staff Report

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: J. Bentley Developments, LP
FOR: Preliminary Plat of Belmont Park Commercial II
LOCATION: 630' east of the northeast corner of W.
MacArthur Street & Acme Road

CASE# S04-20

PLANNING COMMISSION MEETING DATE: Friday, May 29th, 2020

PLANNING COMMISSION RECOMMENDATION: Approve

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			
KIENZLE (VICECHAIRMAN)			X			
ROWELL						Absent
MELOT		X	X			

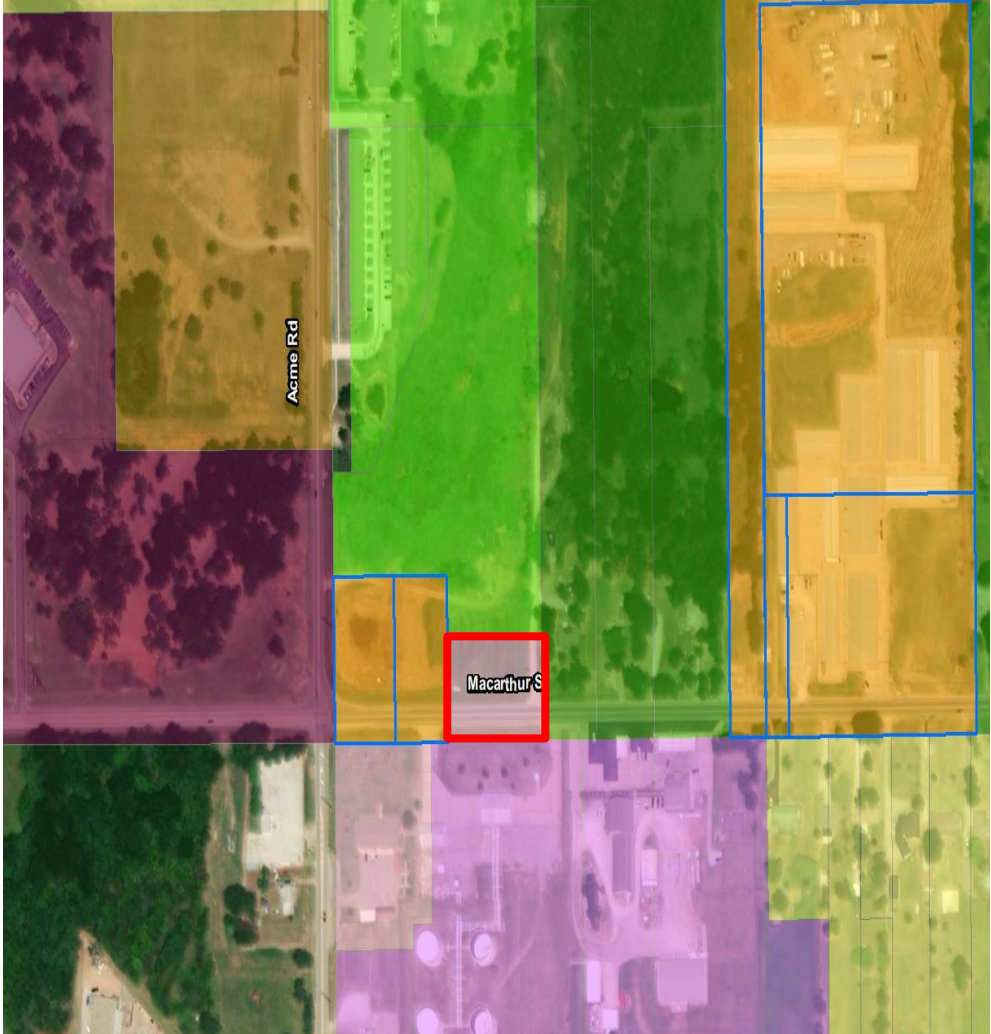
RESPECTFULLY SUBMITTED,
Rebecca Blaine
PLANNING DIRECTOR

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			CASE # S04-20 MEETING DATE: May 29th, 2020 CITY COMMISSION DATE: June 1st, 2020	
APPLICANT: J. Bentley Developments, LP		39004 West MacArthur Street, Suite 100 Shawnee, Oklahoma, 74804		justin@jbentleyinc.com
PROPERTY ADDRESS/LOCATION: East of Acme Road on the north side of MacArthur Street				
The applicant, J. Bentley Developments, LP, is requesting preliminary plat approval for Belmont Park Commercial II, a 0.87-acre property.				
EXISTING ZONING: C-2	EXISTING LAND USE: Vacant	SURROUNDING ZONING & LAND USE: RE (Residential Estate) R-3 (Multi-Family Residential) C-3 (Highway Commercial) I-2 (Light Industrial)	LOTS: 2	PROPERTY SIZE: 0.87-acres

STAFF RECOMMENDATION

Being a development in a C-2 district, the lots to be platted by this proposal are required to abide by the dimensional standards of Table 22-160.4.1, "Density and Dimensional Standards by [Commercial] Zone":

- Minimum lot size for each lot is 5000 square feet – Each proposed lot meets this requirement;
- Minimum lot width for each lot is 50 feet – Each proposed lot meets this requirement;
- Minimum street frontage is 50 feet – Each proposed lot meets this requirement;
- Front yard setbacks are required to be 25 feet – Each proposed lot meets this requirement; and

Preliminary plats are required to abide by the standards of the City of Shawnee Subdivision Regulations. Article VIII, Platting Procedures, Section 2, Preliminary Plat Preparation and Approval Procedure provides a list of documents and information that must be submitted in order for a preliminary plat to be approved.

Subsection 2, Certification of Design, requires a preliminary plat to be accompanied by a statement signed by the professional engineer preparing the plat that they have, to the best of their ability, designed the subdivision in accordance with the Comprehensive Plan with which they are completely familiar, and in accordance with the ordinances and regulations governing the subdivision of land. **The certification of design is absent.**

Subsection 3, General Requirements, lists basic requirements of a submitted preliminary plat. The submitted preliminary plat meets these requirements. The following is missing:

- **The legal description is incomplete; and**
- **The name, address, zip code, and telephone number of the owner of this property is not on the submitted plat**

Subsection 4, Contents of Preliminary Plat, provides a list of information required to be shown on any submitted preliminary plat. The following is missing:

- **Benchmarks for contours are absent.**

Subsection 5, Statistical Data, lists required statistical data to be provided by the applicant. The submitted plat contains all the required statistical information.

Chapter 40, Design, Section 2, Subdivision Design Standards, Subsection 3, Easements and Utilities lists requirements of preliminary plats regarding easements and utilities. The submitted plat meets these requirements.

The 2020 Comprehensive Plan intends for the future land use of this area to be mixed use. The submitted plat aligns with the intent and purpose of the Comprehensive Plan.

The Planning Department has received the following feedback from the following agencies:

Engineering:

Shawnee Municipal Authority:

- They would prefer that the project explore the possibilities around tying the sewer line in just north of the lift station wet well.

- There are approved plans for the “Belmont Park Addition Phase II” currently on file (residential). They need to know the status of that project prior to approval on this project. If it is deemed absolutely necessary to connect directly to our lift station that will be the last such connection made to the lift station.
- They do not see any proposal concerning water line connections on either the preliminary of the final plat under review.

Fire Department:

Fire has approved of the submitted final replat.

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	



PRELIMINARY PLAT APPLICATION

Planning Department

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

For Office Use Only	
Case Number:	504-20
Project Number:	200256
Date Filed:	3/12/2010
Amount Paid:	8229
Receipt No.:	02395576

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 J. Bentley Developments LP
APPLICANT ADDRESS 39004 W. MacArthur St., Suite 100, Shawnee, OK 74804
APPLICANT PHONE NUMBERS 405-641-8578
EMAIL ADDRESS justin@jbentleyinc.com
NAME OF PLAT Belmont Park Commercial II
LOCATION East of Acme Road on the North side of MacArthur Street
NUMBER OF ACRES 0.87 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 _____
PLUS \$1.00 PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____
TOTAL COST _____

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00
PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 2 4.00
PLUS \$1.00 PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____
TOTAL COST \$229

OWNER/DEVELOPER INFORMATION:

NAME J. Bentley Developments LP
ADDRESS 39004 W. MacArthur St., Suite 100, Shawnee, OK 74804
CONTACT NUMBERS 405-641-8578
EMAIL ADDRESS justin@jbentleyinc.com

PROJECT ENGINEER INFORMATION:

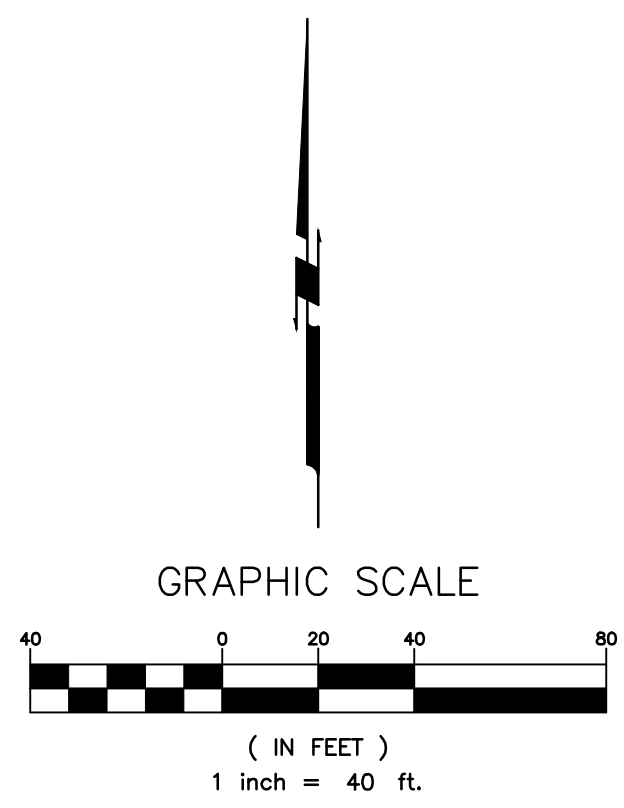
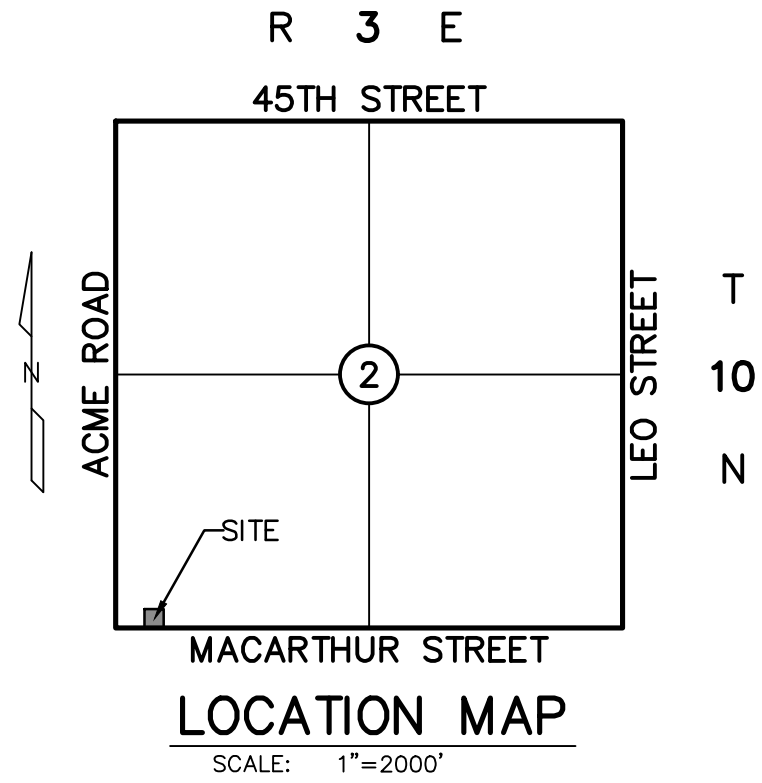
NAME Grubbs Consulting LLC c/o Mark Grubbs
ADDRESS 1800 S. Sara Road, Yukon, OK 73099
CONTACT NUMBERS 405-265-0641
EMAIL ADDRESS mark.grubbs@gc-okc.com

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

PRELIMINARY PLAT
of
BELMONT PARK COMMERCIAL II

BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2),
TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN,
AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

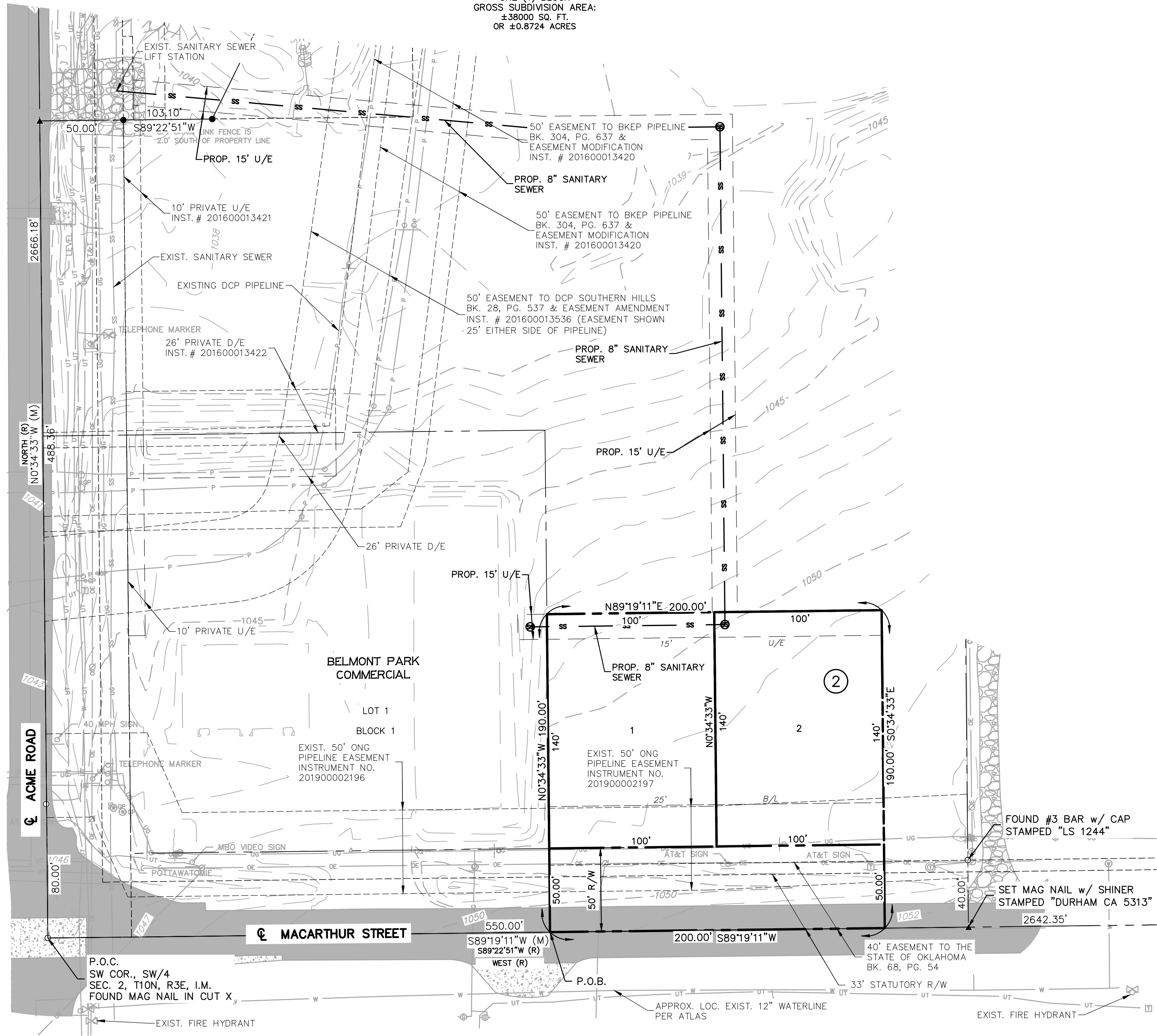
SUBDIVISION CONTAINS:
TWO (2) LOTS IN
ONE (1) BLOCK
GROSS SUBDIVISION AREA:
±38000 SQ. FT.
OR ±0.8724 ACRES



THE BASIS OF BEARING FOR THE
TRACT OF LAND IS A RECORD
BEARING OF NORTH 89°19'11" EAST
ALONG THE SOUTH LINE OF THE
SOUTHWEST QUARTER (SW/4).

- B/L = BUILDING LINE
- U/E = PUBLIC UTILITY EASEMENT
- D/E = PUBLIC DRAINAGE EASEMENT
- D&U/E = PUBLIC DRAINAGE & UTILITY EASEMENT
- R/W = RIGHT-OF-WAY
- ESMT = EASEMENT
- o = FOUND #3 BAR W/ CAP UNLESS OTHERWISE NOTED
- = SET #3 BAR W/ CAP STAMPED "DURHAM CA 5313" UNLESS OTHERWISE NOTED
- ▲ = SET MAG NAIL W/ SHINER STAMPED "DURHAM CA5313" UNLESS OTHERWISE NOTED

SE COR., SW/4
SEC. 2, T10N, R3E, I.M.
FOUND MAG NAIL w/ SHINER
STAMPED "CA 2260"



DURHAM SURVEYING, INC.
1800 SOUTH SARA ROAD, YUKON, OKLAHOMA 73099
Ph: (405) 265-3404 Fax: (405) 265-0649 CERTIFICATE OF AUTHORIZATION NO. 5313 EXPIRATION DATE: JUNE 30, 2020

GRUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 S. Sara Road
Yukon, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649
GRUBBS CONSULTING, LLC CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 06/30/20

PARTIAL VACATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to the provisions of Title 11 O.S. 42-106, the undersigned party, being the owner of the lot and of the land embraced in the plat of Belmont Park Commercial, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, being a part of the Southwest Quarter of Section 2, Township 10 North, Range 3 East of the Indian Meridian, said plat recorded in Book _____, Page _____, in the Plat of Records in the office of the County Clerk, Pottawatomie County, Oklahoma, do hereby revoke, cancel, annul and forever vacate the fifteen foot building limit line (15' B/L) along the entire east boundary of Lot 1, Block 1, Belmont Park Commercial, and thereby destroy the force and effect of the fifteen foot building limit line (15' B/L) of said lot and block, and further divest any and all public and private rights which may exist in and to said vacated portion of the plat of Belmont Park Commercial, to wit:

Executed as of the _____ day of _____, 20____.


Justin Ramer, General Partner
J. Bentley Developments, LP
an Oklahoma Limited Liability Partnership

APPROVED by the Council of the City of Shawnee on this _____ day of _____,
20_____.

SIGNED by the Mayor of the City of Shawnee on this _____ day of _____,
20_____.

MAYOR

ATTEST:

CITY CLERK

REVIEWED for form and legality.

Assistant Municipal Counselor

§11-42-106. Vacation of plat by written agreement of owners.

A. Any plat of a municipality or addition thereto or any subdivision of land may be vacated by the owners thereof at any time before the sale of any lots therein by a written instrument declaring the same to be vacated, duly executed, acknowledged or proved and recorded in the same office with the plat to be vacated. The executing and recording of the written instrument, bearing the approval or consent of the municipality in which the plat is situated, shall operate to destroy the force and effect of the recording of the plat so vacated, and to divest all public rights in the public ways, commons, and public grounds laid out as described in the plat.

B. Where any lots in the plat sought to be vacated have been sold, the plat or a portion thereof may be vacated as provided in subsection A of this section, provided that the owners of sixty percent (60%) of the lots in the plat and all of the owners in the area to be vacated join in the execution of the written instrument, the instrument bears the approval of the municipality in which the plat is situated, and such action is not prohibited by any restrictive covenants encumbering the lots in plat.

C. Notwithstanding the foregoing provisions, any plat of record in the office of the county clerk in the county in which the real property is situated, for a period of not less than ten (10) years, which bears the approval of the municipality in which the real property is situated, which replats an existing plat, or a portion thereof, shall be deemed a lawful replatting of any plat, or portion thereof, thereby vacating the plat, or a portion thereof, which is replatted.

D. This section shall not be construed as applying to any of the territory included within the limits of any incorporated municipality created and organized under and by virtue of a special act of the Legislature.

Added by Laws 1977, c. 256, § 42-106, eff. July 1, 1978. Amended by Laws 1993, c. 241, § 2, eff. Sept. 1, 1993; Laws 2002, c. 74, § 1, emerg. eff. April 15, 2002.

§11-42-106.1. Amendment of restrictive covenant on property in residential addition - Creation of neighborhood association.

A. Any restrictive covenant on property contained in a residential addition may be amended if:

1. The restrictive covenant has been in existence for at least ten (10) years and the amendment is approved by the owners of at least seventy percent (70%) of the parcels contained in the addition or the amount specified in the restrictive covenant, whichever is less; or

2. The restrictive covenant has been in existence for at least fifteen (15) years and the amendment is approved by the owners of at least sixty percent (60%) of the parcels contained in the addition or the amount specified in the restrictive covenant, whichever is less.

B. Where a preliminary plat has been filed for a residential addition, the requirements of paragraphs 1 and 2 of subsection A of this section shall include all the parcels contained in the preliminary plat.

C. In the absence of a provision providing for the amendment of the restrictive covenants of a residential addition the requirements of paragraphs 1 and 2 of subsection A of this section shall apply. A thirty-day notice of any meeting called to amend the

restrictive covenants shall be provided to the owners of every parcel contained in the addition. Each parcel shall be entitled to one vote.

D. The recorded restrictive covenants on property contained in a residential addition may be amended by the addition of a new covenant creating a neighborhood association for the addition that would require the mandatory participation of the successors-in-interest of all record owners of parcels within the addition at the time the amendment is recorded. The amendment must be approved by the record owners of at least sixty percent (60%) of the parcels contained in the addition and shall be subject to the following:

1. The amendment shall provide that participation in the neighborhood association created by the amendment shall not be mandatory for persons who are record owners of parcels within the residential addition at the time the amendment is filed of record, but such participation shall be mandatory for all successors-in-interest of the record owners;

2. The amendment must provide that the concurring vote of not less than sixty percent (60%) of the record owners of parcels contained in the addition shall be necessary for the establishment or change of dues for the neighborhood association; and

3. Following approval, the amendment shall be filed of record in the office of the county clerk of the county wherein the residential addition is located against all parcels within the addition. The term amendment may apply to an existing covenant or to a new subject not addressed in existing covenants.

A thirty-day written notice of any meeting called to approve any such amendment shall be provided to the owners of every parcel contained in the residential addition. The notice of such meeting shall be published in a newspaper in the county at least fourteen (14) days before the meeting. The notice shall also be given by publication in the neighborhood newsletter. Each parcel within the addition shall be entitled to one vote. Any amendment approved and recorded pursuant to this subsection may thereafter be revoked by approval of sixty percent (60%) of the record owners of parcels within the addition.

Added by Laws 1995, c. 154, § 1, eff. Nov. 1, 1995. Amended by Laws 2002, c. 82, § 1, eff. Nov. 1, 2002.

§11-42-107. Record of vacation.

Any decree or written instrument vacating a plat or portion thereof shall be filed and recorded in the office of the county clerk in the county where the land is situated and shall include a metes and bounds legal description of the area being vacated and a separate metes and bounds legal description of the area, if any, remaining platted. The clerk shall write in plain, legible letters across that part of the plat so vacated the word "Vacated". The county clerk shall provide a copy of the metes and bounds legal description of the property being vacated as furnished by the petitioner to the county assessor. The clerk shall also note on the original plat a reference to the decree or instrument and the volume and page where recorded.

Added by Laws 1977, c. 256, § 42-107, eff. July 1, 1978. Amended by Laws 2005, c. 116, § 1, eff. Nov. 1, 2005.

§11-42-108. Vacating part of a plat - Closing highways.

Any part of a plat may be vacated in accordance with the procedures and subject to the conditions of Sections 42-101 through 42-115 of this title, provided that such vacating

does not abridge or destroy any of the rights and privileges of other owners in the plat.
Nothing contained in this section shall authorize the closing or obstructing of any public
highway laid out according to law.
Laws 1977, c. 256, § 42-108, eff. July 1, 1978.

Regular Board of Commissioners

8.

Meeting Date: 06/01/2020

S05-20

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a replat of the Final Plat of Belmont Park Commercial II, a 0.87-acre property, located 630 feet east of the northeast corner of West MacArthur Street and Acme Road. Case No. S05-20, Applicant: J. Bentley Developments, LP.

Attachments

S05-20 Recommendations

Staff Report

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: J. Bentley Developments, LP
FOR: Final Plat of Belmont Park Commercial II
LOCATION: 630' east of the northeast corner of W.
MacArthur Street & Acme Road

CASE# S05-20

PLANNING COMMISSION MEETING DATE: Friday, May 29th, 2020

PLANNING COMMISSION RECOMMENDATION: Approve

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			
KIENZLE (VICECHAIRMAN)			X			
ROWELL						Absent
MELOT			X			

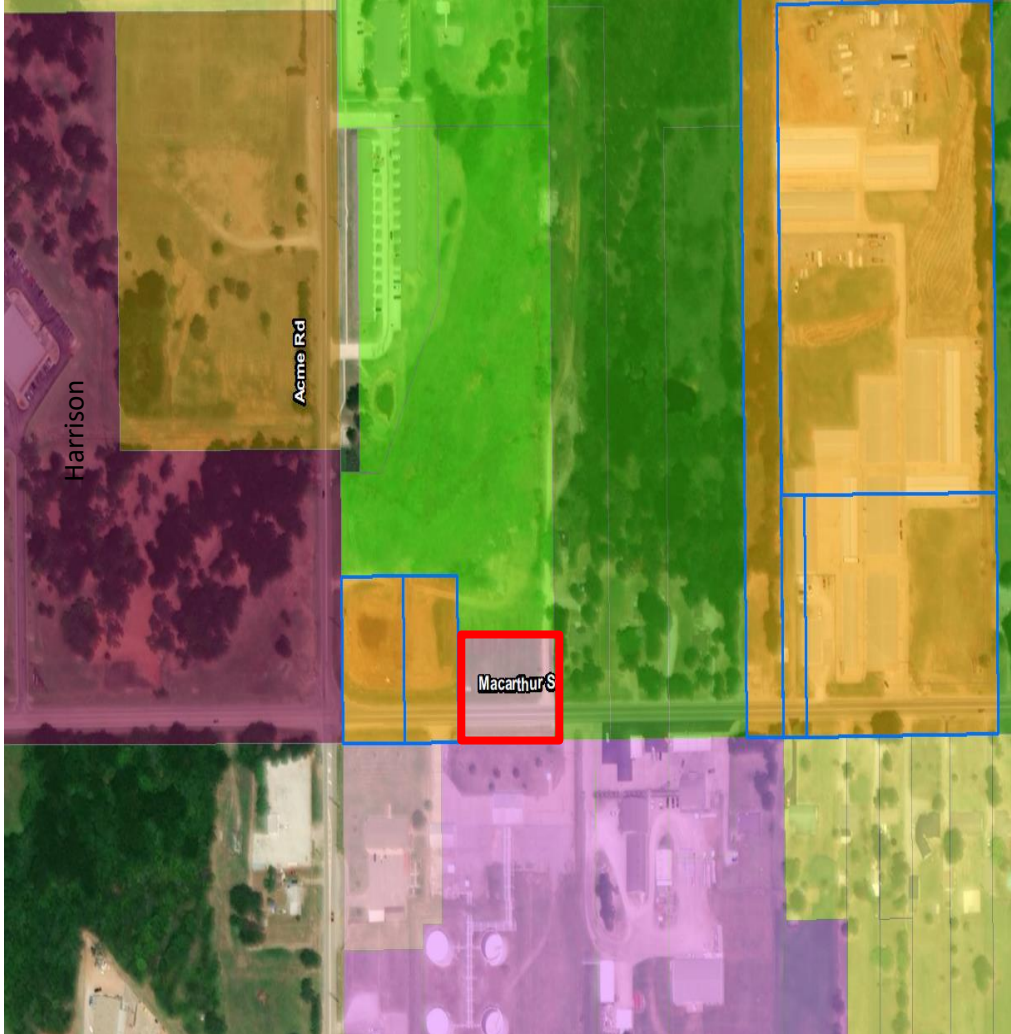
RESPECTFULLY SUBMITTED,
Rebecca Blaine
PLANNING DIRECTOR

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			CASE # S05-20 MEETING DATE: May 29th, 2020 CITY COMMISSION DATE: June 1st, 2020	
APPLICANT: J. Bentley Developments, LP		39004 West MacArthur Street, Suite 100 Shawnee, Oklahoma, 74804		justin@jbentleyinc.com
PROPERTY ADDRESS/LOCATION: East of Acme Road on the north side of MacArthur Street				
The applicant, J. Bentley Developments, LP, is requesting final plat approval for Belmont Park Commercial II, a 0.87-acre property.				
EXISTING ZONING: C-2	EXISTING LAND USE: Vacant	SURROUNDING ZONING & LAND USE: RE (Residential Estate) R-3 (Multi-Family Residential) C-3 (Highway Commercial) I-2 (Light Industrial)	LOTS: 2	PROPERTY SIZE: 0.87-acres

STAFF RECOMMENDATION

Being a development in a C-2 district, the lots to be platted by this proposal are required to abide by the dimensional standards of Table 22-160.4.1, "Density and Dimensional Standards by [Commercial] Zone":

- Minimum lot size for each lot is 5000 square feet – Each proposed lot meets this requirement;
- Minimum lot width for reach lot is 50 feet – Each proposed lot meets this requirement;
- Minimum street frontage is 50 feet – Each proposed lot meets this requirement;
- Front yard setbacks are required to be 25 feet – Each proposed lot meets this requirement; and

Final plats are required to abide by the standards of the City of Shawnee Subdivision Regulations. Article VIII, Platting Procedures, Section 3, General Requirements [of Final Plat], Subsection 5, Contents of Final Plat, provides a list of information that must be submitted on the Final Plat for a Final Plat to be approved. The following corrections need to be made:

- **The legal description is incomplete;**

Chapter 40, Design, Section 2, Subdivision Design Standards, Subsection 3, Easements and Utilities lists requirements of preliminary plats regarding easements and utilities. The submitted plat meets these requirements.

The 2020 Comprehensive Plan intends for the future land use of this area to be mixed use. The submitted plat aligns with the intent and purpose of the Comprehensive Plan.

The Planning Department has received the following feedback from the following agencies:

Engineering:

Shawnee Municipal Authority:

Shawnee Municipal Authority has approved of the submitted final replat.

Fire Department:

Fire has approved of the submitted final replat.

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



FINAL PLAT APPLICATION

Planning Department

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

For Office Use Only	
Case Number:	505-20
Project Number:	2002.59
Date Filed:	3/4/2025
Amount Paid:	\$229
Receipt No.:	02395576

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 (405) 878-1616 with any questions.

APPLICANT J. Bentley Developments LP
APPLICANT ADDRESS 39004 West MacArthur St., Suite 100, Shawnee, OK 74804
APPLICANT PHONE NUMBERS 405-641-8578
EMAIL ADDRESS justin@jbentleyinc.com
NAME OF PLAT Belmont Park Commercial II
LOCATION East of Acme Road on the North side of MacArthur Street
NUMBER OF ACRES 0.87 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 _____
PLUS \$1.00 PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____
TOTAL COST _____

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00
PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 2 4.00
PLUS \$1.00 PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____
TOTAL COST \$229

OWNER/DEVELOPER INFORMATION:

NAME J. Bentley Developments LP
ADDRESS 39004 W. MacArthur St, Suite 100, Shawnee
CONTACT NUMBERS 405-641-8578
EMAIL ADDRESS justin@jbentleyinc.com

PROJECT ENGINEER INFORMATION:

NAME Mark Grubbs, PE
ADDRESS 1800 S. Sara Road, Yukon, OK 73099
CONTACT NUMBERS 405-265-0641
EMAIL ADDRESS mark.grubbs@gc-okc.com

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

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS:

THAT J. BENTLEY DEVELOPMENTS, LP, AN OKLAHOMA LIMITED LIABILITY PARTNERSHIP, AS TO ALL OF THE LAND SHOWN HEREON, HEREBY CERTIFIES THAT THEY ARE THE OWNER OF, AND THE ONLY PERSON, FIRM OR CORPORATION HAVING TITLE OR INTEREST IN AND TO THE LAND SHOWN ON THE FINAL PLAT OF BELMONT PARK COMMERCIAL II, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, IT HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN ON SAID FINAL PLAT, WHICH SAID FINAL PLAT REPRESENTS A CAREFUL SURVEY OF ALL PROPERTY INCLUDED THEREIN UNDER THE FINAL PLAT OF BELMONT PARK COMMERCIAL II, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA.

THEY FURTHER CERTIFY THAT THEY ARE THE OWNERS OF AND THE ONLY PERSONS, FIRMS OR CORPORATIONS WHO HAS ANY RIGHT, TITLE OR INTEREST TO THE LAND INCLUDED IN THE ABOVE MENTIONED FINAL PLAT, AND THEY DO HEREBY DEDICATE ALL STREETS AND EASEMENTS AS SHOWN ON SAID FINAL PLAT TO THE USE OF THE PUBLIC, FOR STREETS, DRAINAGE AND UTILITY EASEMENTS FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES.

SIGNED BY THE OWNER THIS ____ DAY OF _____, 2020.

J. BENTLEY DEVELOPMENTS, LP, AN OKLAHOMA LIMITED LIABILITY PARTNERSHIP

JUSTIN RAMER, GENERAL PARTNER

STATE OF OKLAHOMA }
COUNTY OF _____ } SS:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS ____ DAY OF _____, 2020, PERSONALLY APPEARED JUSTIN RAMER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS GENERAL PARTNER, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THE DAY YEAR LAST ABOVE WRITTEN.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2020.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

MY COMMISSION NO.: _____

CERTIFICATION OF PLANNING COMMISSION:

I, _____, OF THE CITY PLANNING COMMISSION, OF THE CITY OF SHAWNEE, OKLAHOMA, HEREBY CERTIFY THAT THE SAID PLANNING COMMISSION DULY APPROVED THE FINAL PLAT OF BELMONT PARK COMMERCIAL II, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA AT A MEETING THE ____ DAY OF _____, 2020.

SIGNED BY THE CHAIRMAN THIS ____ DAY OF _____, 2020.

CHAIR

CERTIFICATE OF CITY CLERK:

I, _____, CITY CLERK OF THE CITY OF SHAWNEE, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID CITY AND FIND THAT ALL DEFERRED PAYMENTS ON UN-MATURED INSTALLMENTS UPON SPECIAL ASSESSMENT HAVE BEEN PAID IN FULL AND THAT THERE ARE NO SPECIAL ASSESSMENT PROCEDURES NOW PENDING AGAINST THE LAND SHOWN ON THE FINAL PLAT OF BELMONT PARK COMMERCIAL II, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA.

SIGNED BY THE CITY CLERK THIS ____ DAY OF _____, 2020.

CITY CLERK

ACCEPTANCE OF DEDICATION BY CITY COMMISSION:

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE THAT THE DEDICATIONS SHOWN ON THE FINAL PLAT OF BELMONT PARK COMMERCIAL II, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, IS HEREBY ACCEPTED.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE THIS ____ DAY OF _____, 2020.

CITY CLERK

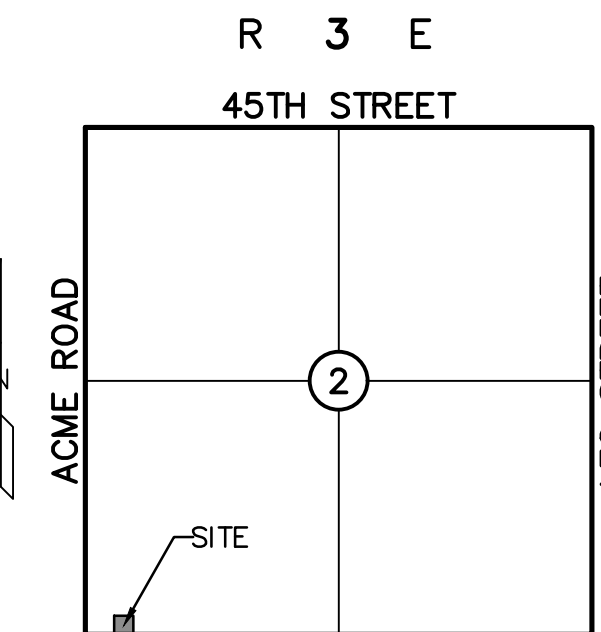
MAYOR

COUNTY TREASURER'S CERTIFICATE:

I, _____, DO HEREBY CERTIFY THAT I AM THE DULY QUALIFIED AND ACTING COUNTY TREASURER OF POTTAWATOMIE COUNTY AND THAT THE TAX RECORDS OF SAID COUNTY SHOW THAT ALL TAXES FOR THE YEAR 2019 AND PRIOR YEARS ARE PAID ON THE FINAL PLAT OF BELMONT PARK COMMERCIAL II, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICES OF THE COUNTY TREASURER GUARANTEEING THE CURRENT YEAR'S TAXES.

IN WITNESS THEREOF SAID COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS ____ DAY OF _____, 2020.

COUNTY TREASURER



MACARTHUR STREET
LOCATION MAP
SCALE: 1"=2000'

DURHAM SURVEYING, INC.

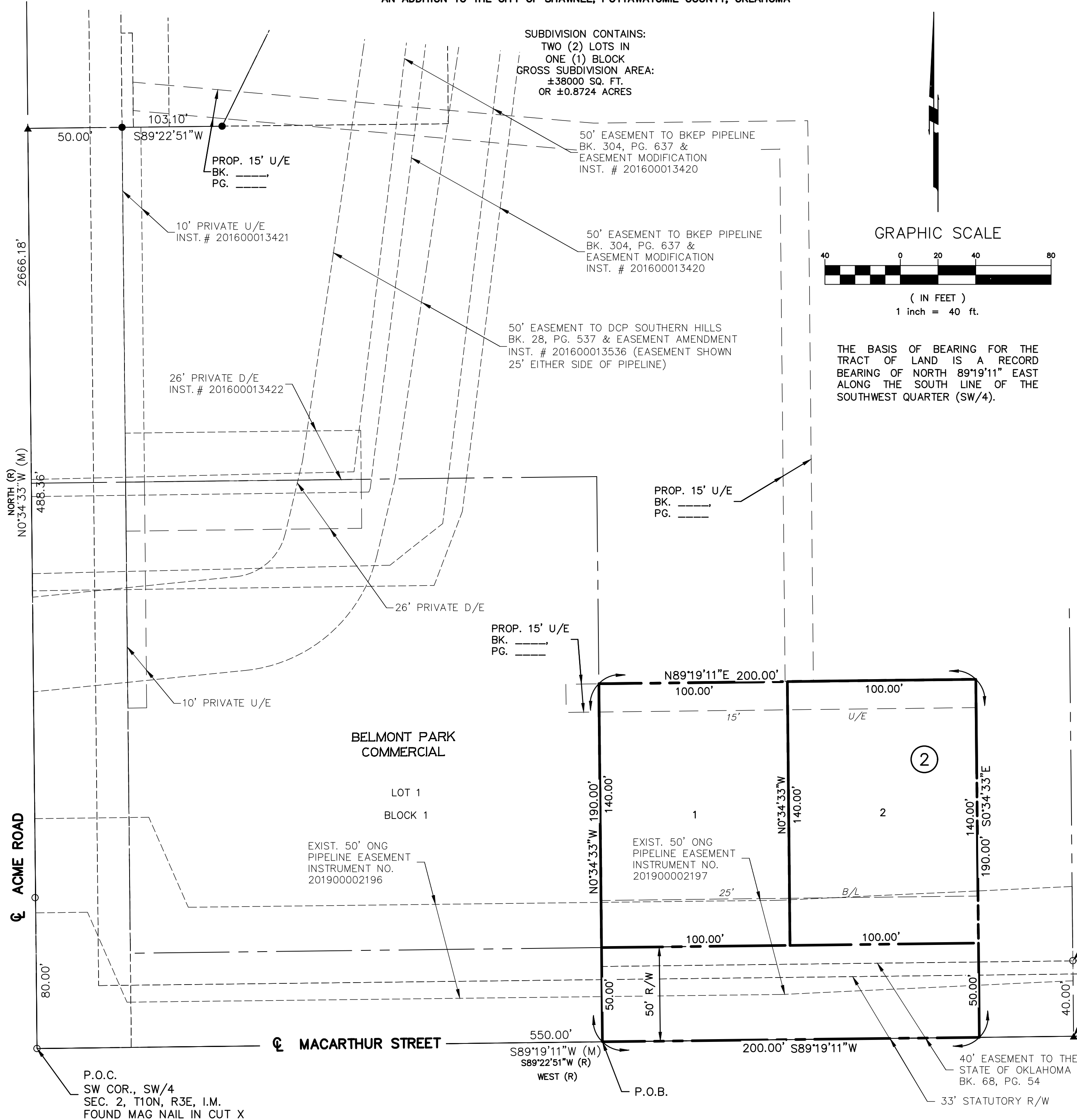
1800 SOUTH SARA ROAD, YUKON, OKLAHOMA 73099

Ph: (405) 265-3404 Fax: (405) 265-0649 CERTIFICATE OF AUTHORIZATION NO. 5313 EXPIRATION DATE: JUNE 30, 2020

Final Plat Draft

BELMONT PARK COMMERCIAL II

BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA



BONDED ABTRACTOR'S CERTIFICATE:

THE UNDERSIGNED, A DULY QUALIFIED AND LAWFULLY BONDED ABTRACTOR OF TITLES IN AND FOR POTTAWATOMIE COUNTY AND STATE OF OKLAHOMA, HEREBY CERTIFY THAT THE RECORDS OF SAID COUNTY SHOW THAT THE TITLE TO THE LAND SHOWN ON THE FINAL PLAT OF BELMONT PARK COMMERCIAL II, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, IS VESTED IN J. BENTLEY DEVELOPMENTS, LP, AN OKLAHOMA LIMITED LIABILITY PARTNERSHIP, AS TO ALL OF THE LAND SHOWN HEREON. THERE ARE NO ACTIONS PENDING OR JUDGMENTS OF ANY NATURE IN ANY COURT OR ON FILE WITH THE CLERK THEREOF, THAT THE TAXES ARE PAID FOR THE YEAR 2019 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, OR OTHER ENCUMBRANCES OF ANY KIND AGAINST THE LAND INCLUDED IN THE FINAL PLAT, EXCEPT MORTGAGES, RIGHTS-OF-WAY, EASEMENTS, AND MINERAL CONVEYANCES OF RECORD.

IN WITNESS THEREOF, SAID BONDED ABTRACTOR HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS ____ DAY OF _____, 2020.

FIRST AMERICAN TITLE INSURANCE COMPANY

STATE OF OKLAHOMA

COUNTY OF POTTAWATOMIE

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS ____ DAY OF _____, 2020, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS _____ PRESIDENT AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THE DAY YEAR LAST ABOVE WRITTEN.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2020.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

MY COMMISSION NO.: _____

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, DAMON K. DURHAM, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE FINAL PLAT OF BELMONT PARK COMMERCIAL II, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, CONSISTING OF 1 SHEET, REPRESENTS A CAREFUL SURVEY MADE UNDER MY SUPERVISION ON THE ____ DAY OF _____, 20____, AND THAT THE PLAT OF SURVEY IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXISTS.

I FURTHER CERTIFY THAT THIS PLAT OF 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; AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2020.

DAMON K. DURHAM, P.L.S. NO. 1521

DURHAM SURVEYING, INC.

STATE OF OKLAHOMA

COUNTY OF CANADIAN

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DAMON K. DURHAM, 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.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2020.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

MY COMMISSION NO.: _____

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4);

THENCE NORTH 89°19'11" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°34'33" WEST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 190.00 FEET;

THENCE NORTH 89°19'11" EAST, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 00°34'33" EAST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 190.00 FEET TO A POINT ON SAID SOUTH LINE;

THENCE SOUTH 89°19'11" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.00 FEET TO THE TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 38,000 SQUARE FEET OR 0.8724 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THE ABOVE-DESCRIBED TRACT OF LAND IS A RECORD BEARING OF NORTH 89°19'11" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4).

FOUND #3 BAR w/ CAP
STAMPED "LS 1244"

SET MAG NAIL w/ SHINER
STAMPED "DURHAM CA 5313"

2642.35'

40' EASEMENT TO THE
STATE OF OKLAHOMA
BK. 68, PG. 54

- B/L = BUILDING LINE
U/E = PUBLIC UTILITY EASEMENT
D/E = PUBLIC DRAINAGE EASEMENT
D&U/E = PUBLIC DRAINAGE & UTILITY EASEMENT
R/W = RIGHT-OF-WAY
ESMT = EASEMENT
○ = FOUND #3 BAR w/ CAP UNLESS OTHERWISE NOTED
● = SET #3 BAR w/ CAP STAMPED "DURHAM CA 5313" UNLESS OTHERWISE NOTED
▲ = SET MAG NAIL w/ SHINER STAMPED "DURHAM CA5313" UNLESS OTHERWISE NOTED

GRUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 S. Sara Road
Yukon, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649

GRUBBS CONSULTING, LLC CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 06/30/20

DATE OF PREPARATION: 02-28-2020

BELMONT PARK COMMERCIAL II SHEET 1 OF 1

Regular Board of Commissioners

9.

Meeting Date: 06/01/2020

S06-20

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Case No. S06-20, Applicant: Salazar Homes.

Attachments

S06-20 Recommendations

Staff Report

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Salazar Homes
FOR: Preliminary Plat for Wildwood Addition
LOCATION: North of E. 45th Street east of Harrison Ave.
and west of Bryan Street.

CASE# S06-20

PLANNING COMMISSION MEETING DATE: Friday, May 29th, 2020

PLANNING COMMISSION RECOMMENDATION: Approve

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
DEEM			X			
MATTHEWS	X		X			
WALKER		X	X			
BERGSTEN (CHAIRMAN)			X			
KIENZLE (VICECHAIRMAN)			X			
ROWELL						Absent
MELOT			X			

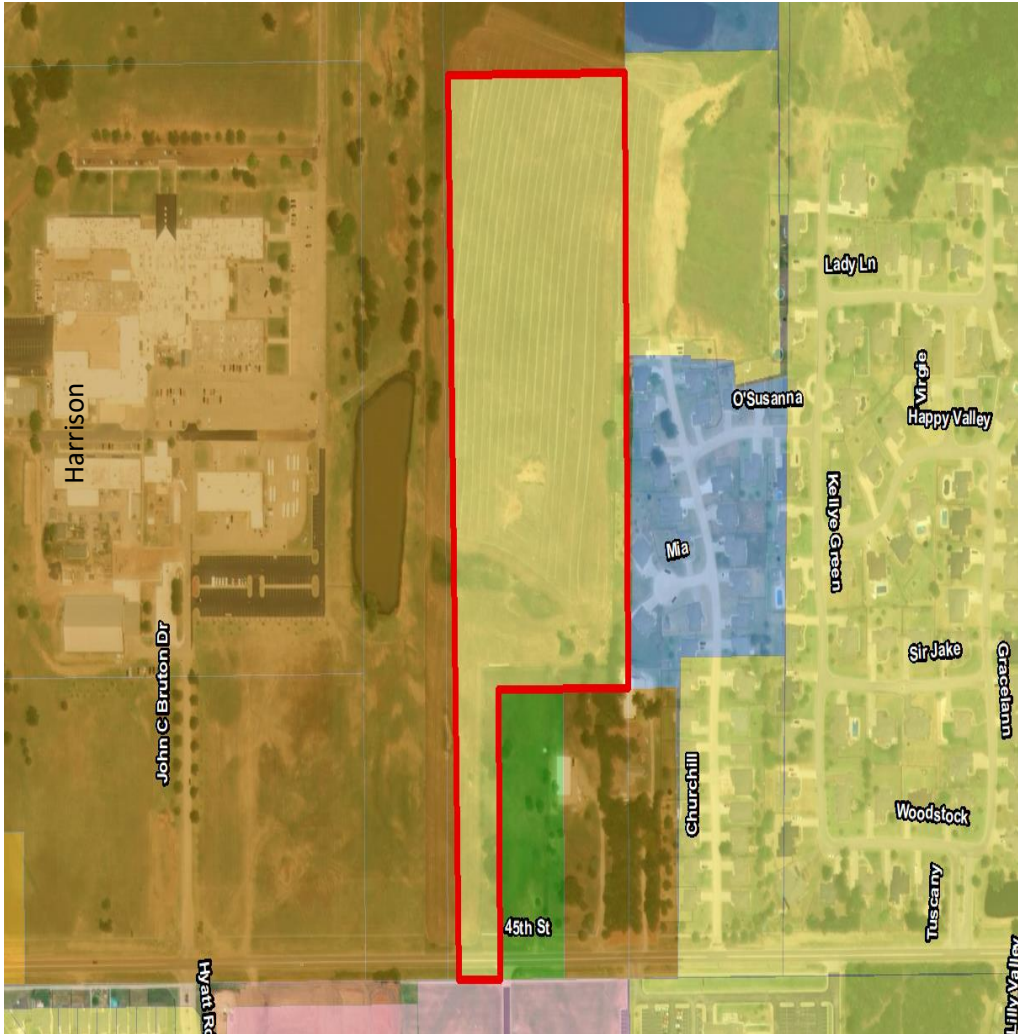
RESPECTFULLY SUBMITTED,
Rebecca Blaine
PLANNING DIRECTOR

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			CASE # S06-20 MEETING DATE: May 29th, 2020 CITY COMMISSION DATE: June 1st, 2020	
APPLICANT: Crafton Tull on behalf of Salazar Homes		300 Pointe Parkway Blvd Yukon, OK 73099		joel.harrison@craftontull.com
PROPERTY ADDRESS/LOCATION: East of Harrison Ave. on northside of 45th Street				
The applicant, CraftonTull on behalf of Salazar Homes, Inc., is requesting preliminary plat approval for Wildwood Addition, a 23.88-acre property.				
EXISTING ZONING: R-1	EXISTING LAND USE: Vacant	SURROUNDING ZONING & LAND USE: A1 (Rural Agricultural) RE (Residential Estate) R-1 (Multi-Family Residential) C-2 (Limited Office) PUD (Planned Unit Development)	LOTS: 84	PROPERTY SIZE: 23.88-acres

STAFF RECOMMENDATION

The subject property is formerly known as Woodsong Addition, Phase III. Because the applicant has elected to change the name of the plat, it has been required, for clarity, that a preliminary plat for the renamed Wildwood Addition be submitted.

Being a development in an R-1 district, the lots to be platted by this proposal are required to abide by the dimensional standards of Table 22-160.4.1, "Density and Dimensional Standards by [Residential] Zone":

- Minimum lot size for each lot is 6,000 square feet – Each proposed lot meets this requirement;
- Minimum lot width for each lot is 60 feet – Each proposed lot meets this requirement;
- Minimum street frontage is 35 feet – Each proposed lot meets this requirement;
- Front yard setbacks are required to be 25 feet (20 feet if a cul-de-sac lot) – Each proposed lot meets this requirement; and
- Side yard setbacks for corner lots are required to be 15 feet – Each proposed lot meets this requirement.

Preliminary plats are required to abide by the standards of the City of Shawnee Subdivision Regulations. Article VIII, Platting Procedures, Section 2, Preliminary Plat Preparation and Approval Procedure provides a list of documents and information that must be submitted in order for a preliminary plat to be approved.

Subsection 2, Certification of Design, requires a preliminary plat to be accompanied by a statement signed by the professional engineer preparing the plat that they have, to the best of their ability, designed the subdivision in accordance with the Comprehensive Plan with which they are completely familiar, and in accordance with the ordinances and regulations governing the subdivision of land.

Subsection 3, General Requirements, lists basic requirements of a submitted preliminary plat. The submitted preliminary plat meets these requirements.

Subsection 4, Contents of Preliminary Plat, provides a list of information required to be shown on any submitted preliminary plat.

Subsection 5, Statistical Data, lists required statistical data to be provided by the applicant. The submitted plat contains all the required statistical information.

Chapter 40, Design, Section 2, Subdivision Design Standards, Subsection 3, Easements and Utilities lists requirements of preliminary plats regarding easements and utilities. The submitted plat meets these requirements.

The 2020 Comprehensive Plan intends for the future land use of this area to be low density residential. The submitted plat aligns with the intent and purpose of the Comprehensive Plan.

The Planning Department has received the following feedback from the following agencies:

Engineering:

Engineering has approved of the submitted preliminary plat.

Shawnee Municipal Authority:

The domestic service lines will need to be sized to accommodate 3/4" or 5/8" inch water meters.

Fire Department:

Fire has approved of the submitted preliminary plat.

The subject request is in conformance with the City Zoning Code and Subdivision Code; therefore, Staff hereby recommends approval of the requested 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	



FINAL PLAT APPLICATION

Planning Department

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

For Office Use Only	
Case Number:	<u>506-20</u>
Project Number:	<u>200279</u>
Date Filed:	<u>3/4/2020</u>
Amount Paid:	<u>8358</u>
Receipt No.:	<u>02397580</u>

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 (405) 878-1616 with any questions.

APPLICANT Salazar Homes, Inc. c/o Joel Harrison, El, Crafton Tull
APPLICANT ADDRESS 300 Pointe Parkway Blvd, Yukon, OK 73099
APPLICANT PHONE NUMBERS 405-787-6270
EMAIL ADDRESS joel.harrison@craftontull.com june.young@craftontull.com
NAME OF PLAT Wildwood Addition
LOCATION NE of Harrison & E. 45th Street
NUMBER OF ACRES 23.88 NUMBER OF LOTS 83

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

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00
PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 50 \$100.00
PLUS \$1.00 PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS 33 33.00
TOTAL COST \$358.00

OWNER/DEVELOPER INFORMATION:

NAME Salazar Homes, Inc. Brenda Wyatt or Miguel Salazar
ADDRESS 209 E Main Street, Yukon, OK 73099
CONTACT NUMBERS Ofc: 405-265-4235
EMAIL ADDRESS bwyatt@salazarroofing.com

PROJECT ENGINEER INFORMATION:

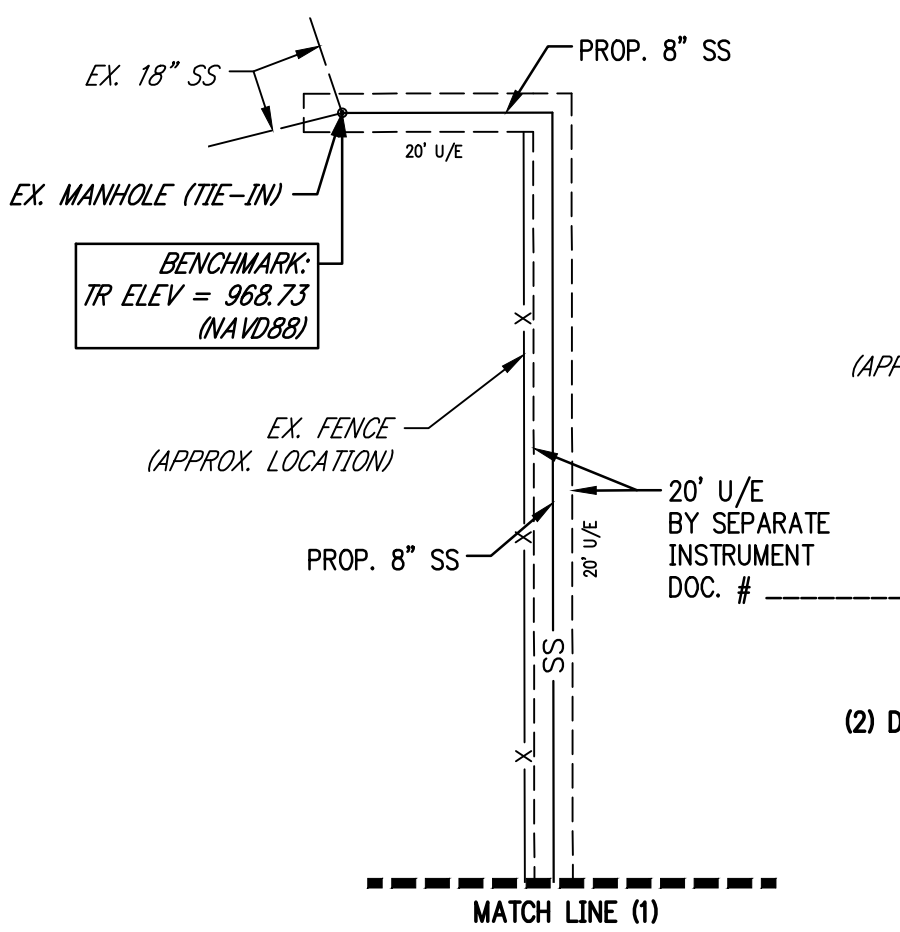
NAME Joel Harrison, El, Crafton Tull
ADDRESS 300 Pointe Parkway Blvd, Yukon, OK 73099
CONTACT NUMBERS (405) 787-6270
EMAIL ADDRESS Joel.Harrison@craftontull.com june.young@craftontull.com

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

PROJECT OWNER AND DEVELOPER:

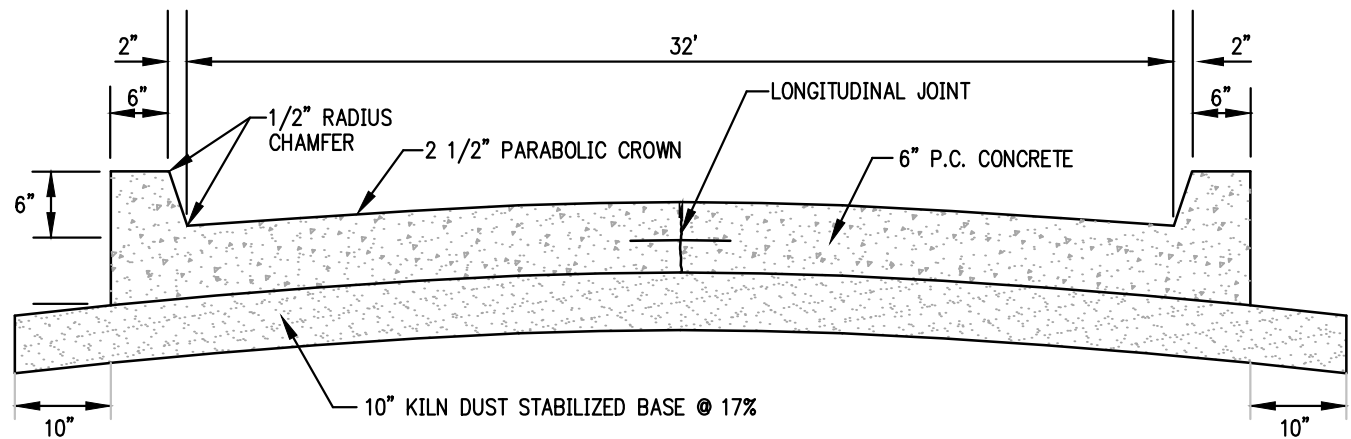
SALAZAR HOMES, INC
209 E MAIN
YUKON, OK 73009

PH: (405) 265-4235

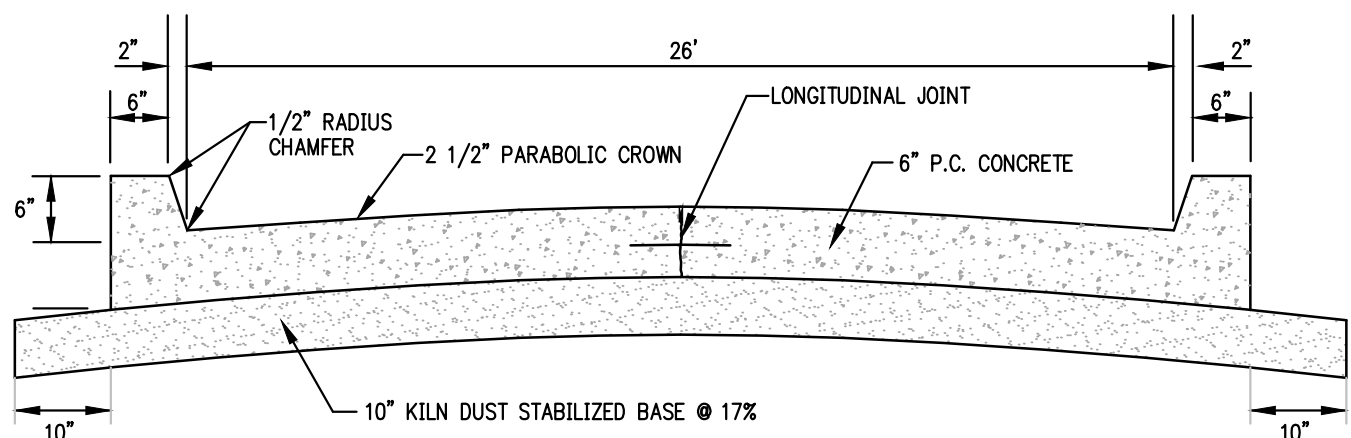


LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	45.94'	N00° 34' 34"E
L2	61.38'	N07° 35' 41"W

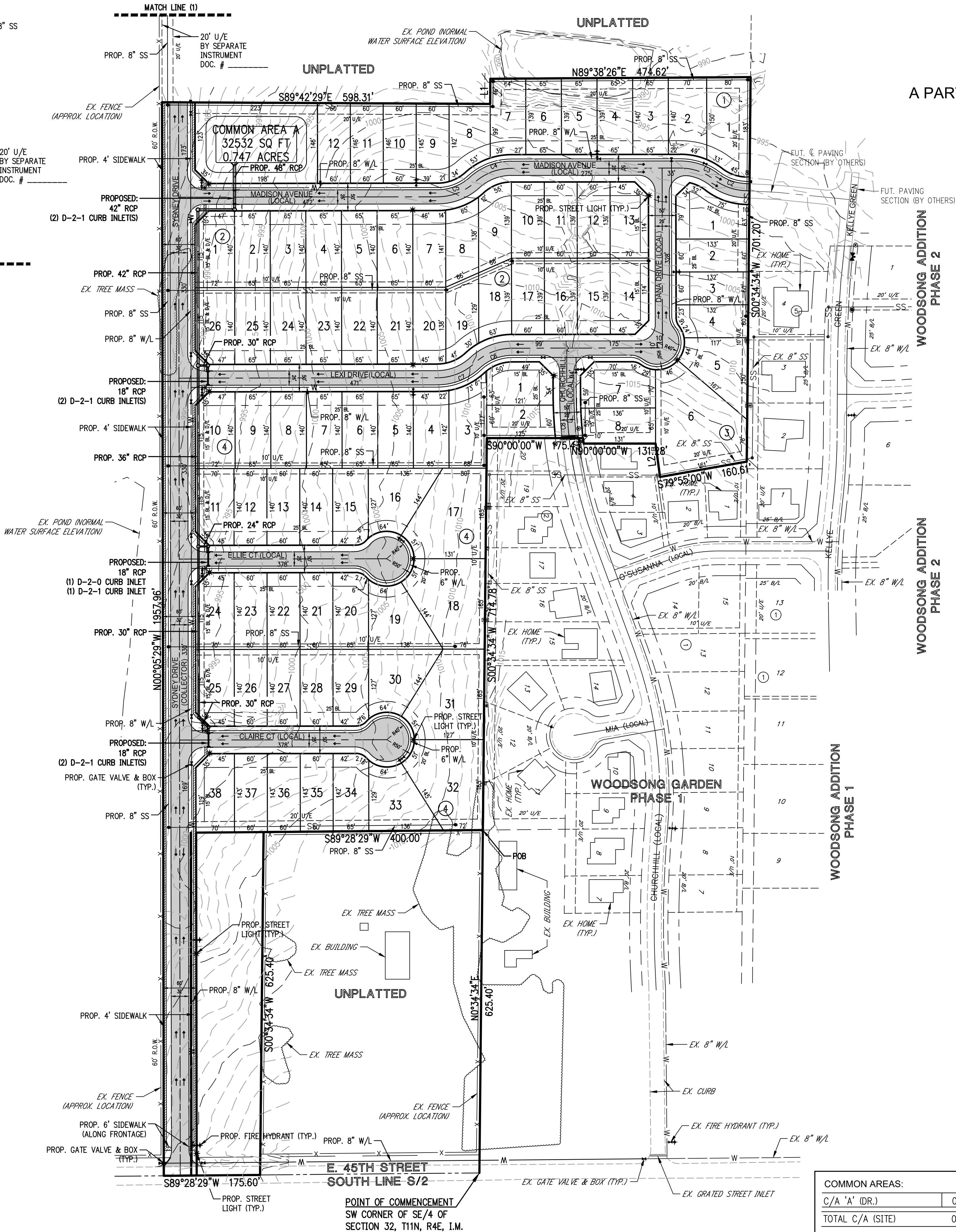
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	10.08'	728.77'	000°47'32"	N06° 49' 55"W	10.08'
C2	60.18'	100.00'	034°28'55"	S69° 45' 55"E	59.28'
C3	65.57'	100.00'	037°34'01"	S71° 18' 28"E	64.40'
C4	73.57'	100.00'	042°09'02"	N68° 50' 00"E	71.92'
C5	73.57'	100.00'	042°09'02"	N68° 50' 00"E	71.92'
C6	75.04'	100.00'	042°59'51"	S68° 24' 36"W	73.30'
C7	75.04'	100.00'	042°59'51"	S68° 24' 36"W	73.30'
C8	69.85'	751.50'	005°19'32"	N03° 33' 04"W	69.83'



·TYPICAL COLLECTOR SECTION·
32' P.C. CONCRETE PAVING
(STABILIZED SOIL BASE)



·TYPICAL LOCAL SECTION·
26' P.C. CONCRETE PAVING
(STABILIZED SOIL BASE)

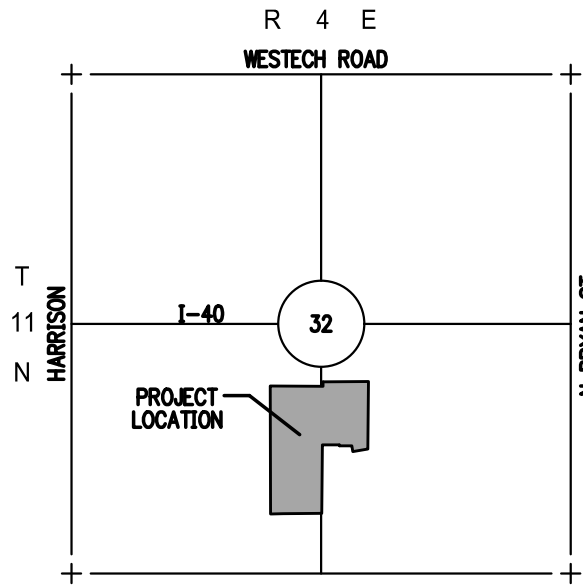
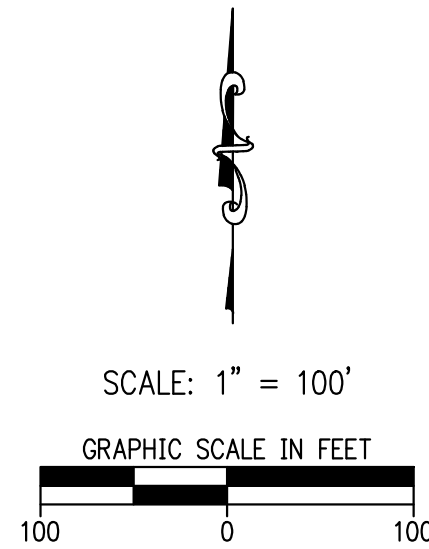


POINT OF COMMENCEMENT
SW CORNER OF SE/4 OF
SECTION 32, T11N, R4E, I.M.

COMMON AREAS:	
C/A "A" (DR.)	0.747 ACRES
TOTAL C/A (SITE)	0.747 ACRES

PRELIMINARY PLAT OF WILDWOOD ADDITION

A PART OF THE SE/4 & SW/4 OF SECTION 32, T-11-N, R-4-E, I.M.
SHAWNEE, POTTOWATOMIE COUNTY, OKLAHOMA



LOCATION MAP
SCALE: 1" = 2000'

LEGEND	
BL	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX.	EXISTING
L.N.A.	LIMITS OF NO ACCESS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
DR.	DRAINAGE RELATED COMMON AREA

LOT COUNT:

SINGLE-FAMILY RESIDENTIAL	84 LOTS
SINGLE-FAMILY RESIDENTIAL	27.986 ACRES
RESIDENTIAL DENSITY	3.002 (DU/AC.) - 0.333 (AC./DU)
MULTI-FAMILY	0 LOT
MULTI-FAMILY	0 ACRES
COMMERCIAL	0 LOT
COMMERCIAL	0 ACRES

NOTES

1. MAINTENANCE OF THE COMMON AREAS AND ISLANDS/MEDIANS IN PUBLIC RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL, OR OTHER OBSTRUCTIONS, EITHER TEMPORARY OR PERMANENT SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR DRAINAGE AREAS SHOWN. CERTAIN AMENITIES SUCH AS, BUT NOT LIMITED TO, WALKS, BENCHES, PIERS, AND DOCKS, SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.

LEGAL DESCRIPTION

A tract of land situate within a portion of the Southeast (SE/4) Quarter & Southwest (SW/4) Quarter of Section Thirty-Two (32), Township Eleven North (T11N), Range Four East (R4E) of the Indian Meridian (I.M.) in SHAWNEE, POTTOWATOMIE COUNTY, OKLAHOMA, being more particularly described as follows:

COMMENCING at the Southwest Corner of said SE/4; thence

N0°34'34"E along the West line of said SE/4 a distance of 625.40 feet to the POINT OF BEGINNING; thence

S89°28'29"W a distance of 400.00 feet; thence

S00°34'34"W a distance of 625.40 feet; thence

S89°28'29"W a distance of 175.60 feet; thence

N00°05'29"W a distance of 1957.96 feet; thence

S89°42'29"E a distance of 598.31 feet; thence

N00°34'34"E a distance of 45.94 feet; thence

N89°38'26"E a distance of 474.62 feet; thence

S00°34'34"W a distance of 701.20 feet; thence

S79°55'00"W a distance of 160.61 feet; thence

N07°35'41"W a distance of 61.38 feet; thence

N90°00'00"W a distance of 131.28 feet to a point on a non-tangent curve to the right; thence

10.08 feet along the arc of said curve having a radius of 728.77 feet, subtended by a

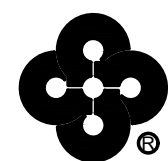
chord of 10.08 feet which bears N06°49'55"W; thence

S90°00'00"W a distance of 175.43 feet; thence

S00°34'34"W a distance of 714.78 feet to the POINT OF BEGINNING.

Said tract contains 1219.05 Sq Ft or 27.986 Acres, more or less.

PRELIMINARY PLAT TO SERVE WILDWOOD ADDITION



Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6276
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CA-973 (P.E.) EXPIRES 6/30/2020

SHEET NO.: 1 of 1

DATE: 05/08/20

PROJECT NO.: 18610200