

AGENDA
BOARD OF CITY COMMISSIONERS
May 16, 2016 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 13.
 - b. Minutes from the May 2, 2016 regular meeting.
 - c. Acknowledge the following reports and minutes:
 - License Payment Report for April 2016
 - Project Payment Report for April 2016
 - Planning Commission Minutes from April 6, 2016 meeting
 - d. Lake Lease Transfers:

TRANSFERS

- Lot 6 Belcher Tract, 15411 Nickens Rd
To: Carol Hopkins and Jacob Bamborough
From: Carol Hopkins
 - Lot 3 Damron Tract, 33707 Belcher Rd
To: Sandra Howard and Cameron Bentley
From: Sandra Howard
- e. Acceptance of installation of emergency power generator at North Radio Tower site and placing maintenance bond in effect.
 - f. Acceptance of Permanent Easement along Kickapoo Street granted by Elmer Smith Oil Company.

- g. Approve Collective Bargaining Agreement with International Union of Police Associations (IUPA) Local No. 3.
2. Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)
3. Presentation by City Manager to Employee of the Month, Angie Gray, Police Department Dispatch.
4. Mayor's Proclamation:

"Community Action Month"
May 2016

"National Law Enforcement Week"
May 15-21, 2016
5. Public hearing and consideration of an ordinance to rezone property located at 1500 East Independence Street from R-1; Single Family Residential to PUD; Planned Unit Development. Case No. P03-16; Applicant: The Landrun Group, LLC (*Deferred from the April 18, 2016 meeting*)
6. Consider a resolution to declare a 1989 Ford Shawnee Fire Department vehicle surplus property and authorizing the sale of said item at auction.
7. Consideration of a Preliminary Plat for Shawnee Park located east of Harrison on Transportation Parkway. Case No. S06-16. Application:Kaw Valley Engineering, Inc.
8. Consideration of a Preliminary Plat for Belmont Park Phase II located east of Acme Road and north of MacArthur Boulevard. Case No. S09-16. Application: Belmont Park, LLC
9. Consideration of a Final Plat for Rolling Hills Addition, Phase I, located at the northeast corner of Main Street and Bryan Avenue. Case No. S11-16. Application:Absentee Shawnee Housing Authority
10. Public hearing and consideration to approve an ordinance amending the Shawnee Zoning Code, Section 22-165.7 allowing Ground Floor Residential uses in the Central Business District (C-4).
11. Overview of preliminary Capital Budgets and miscellaneous funds for FY 2016-2017 budgets.
12. Acknowledge Sales Tax Report received May 2016.
13. Consider Bids:
 - a. FY15-16 Sidewalk/ADA Handicap Ramps Project (Various Locations), Contract No. COS-PW-15-03 (Open)

- b. FY15-16 Rehab Concrete Streets Project (Various Locations), Contract No. COS-PW-15-04 (Open)

14. New Business

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

15. Commissioners Comments

16. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

1. b.

Meeting Date: 05/16/2016

CC Minutes 05-02-2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 2, 2016 regular meeting.

Attachments

CC Minutes 05-02-2016

BOARD OF CITY COMMISSIONERS PROCEEDINGS
MAY 2, 2016 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, May 2, 2016 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord

Mayor

Vacant

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Absent

Commissioner Ward 4

Lesia Shaw

Commissioner Ward 5

Micheal Dykstra

Commissioner Ward 6

ABSENT: Hall

INVOCATION

The Lord's Prayer

FLAG SALUTE

Led by Mayor Mainord

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the April 18, 2016 regular meeting.
- b. Acknowledge the following minutes:
 - Community Service Contracts Review Minutes from November 23, 2015 and April 12, 2016 meetings.
- c. Request Authorization to advertise for bids the Rehab Asphalt Streets Maintenance Project FY15-16.

- d. Request Authorization to purchase the Centracs – Advanced Transportation Management System.
- e. Request Authorization to Purchase from the State Bid a Ford Explorer for the Engineering Department.
- f. Confirm and approve City Manager's hiring of Mason Wilson as Police Chief.
- g. Lake Lease Renewal:

RENEWAL

- Lot 16 Eckel Tract, 15001 Colson Lane
Lessees: Conrad Thompson
- h. Approve renewal of the following contracts with no changes from prior year for FY 2016-2017:
 - 1) Pottawatomie County Public Safety Center Jail Services Agreement.
 - 2) Visit Shawnee, Inc.

Regarding Agenda Item No. 1(b), Commissioner Shaw asked about the function of the Community Service Contracts Review Committee. City Attorney Joe Vorndran explained that Agenda Item No. 1(b) addresses acknowledgement of meeting minutes only. He further explained that recommendations made by the Community Service Contracts Review Committee will be presented to the City Commission for approval.

Regarding Agenda Item No. 1(d), Commissioner Shaw questioned if the Centracs System was taken before the Traffic Commission. Assistant City Engineer Michael Ludi responded that this had not gone before the Traffic Commission because the project was a budgeted item that had previously been approved by the City Commission through the budgeting process.

Regarding Agenda Item No. 1(h), Commissioner Shaw inquired about the date on the Pottawatomie County Public Safety Center Jail Services Agreement. City Manager Justin Erickson explained that the agreement had been scheduled to appear on a previous agenda and had been delayed until this meeting. The contract will be changed to reflect the correct date.

Regarding Agenda Item No. 1(f), Vice Mayor Harrod asked the City Manager to explain the Police Chief search/selection process that was used in selection of Mason Wilson as chief. Mr. Erickson explained that the process consisted of a nationwide search that provided twenty-three applicants, of which three were selected to go before a panel consisting of staff and law enforcement officers from other jurisdictions. The City also hosted an open house at the Community Center for citizens to meet the applicants.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to approve the Consent Agenda Item Nos. 1 (a-h). Motion carried 5-0.

AYE: Harrod, Dykstra, Agee, Mainord, Shaw

NAY: None

AGENDA ITEM NO. 2:

Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

Mr. Henry Davis, 1520 Eckel Road, spoke regarding his leased property at Shawnee Twin Lakes. He explained he is having a fence line dispute with his neighbor and does not feel the City has acted quickly enough to help settle the issue. Mayor Mainord advised that the City Manager is now aware of the issue and will be discussing it with the appropriate staff.

AGENDA ITEM NO. 3:

Mayor's Proclamations:

"National Travel and Tourism Week"

May 1-7, 2016

Danna Fowble and Randy Gilbert of Visit Shawnee, Inc. accepted the Mayor's Proclamation for "National Travel and Tourism Week" presented by Mayor Mainord.

"Better Hearing Month"

May 2016

Kurt Kalies accepted the Mayor's Proclamation for "Better Hearing Month" presented by Mayor Mainord.

AGENDA ITEM NO. 4:

Consider a resolution authorizing Wes Mainord, Mayor, to cast a ballot for the Oklahoma Municipal Assurance Group (OMAG) election of Mary Rupp, City Manager of Perry, Oklahoma as trustee.

Resolution No.6510 was introduced.

A RESOLUTION AUTHORIZING AND DIRECTING WES MAINORD, MAYOR, AN AUTHORIZED AGENT OF THE CITY OF SHAWNEE, OKLAHOMA, TO CAST VOTES FOR TRUSTEES OF THE OKLAHOMA MUNICIPAL ASSURANCE GROUP TO FILL EXPIRING TERMS OF TRUSTEES.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to approve a resolution authorizing Wes Mainord, Mayor, to cast a ballot for the Oklahoma Municipal Assurance Group (OMAG) election of Mary Rupp, City Manager of Perry, Oklahoma, as trustee. Motion carried 4-0-1.

AYE: Harrod, Dykstra, Agee, Shaw

NAY: None

ABSTAIN: Mainord

AGENDA ITEM NO. 5:

Overview of preliminary budget for FY 2016-2017.

Finance Director Cindy Arnold presented an overview of the General Fund Budget for FY 2016-17. She also provided a Power Point presentation and a brief financial overview of the preliminary budget. She addressed estimated revenues and expenses for the coming year and the addition of three new employee positions. She concluded with an expense summary of each city department's proposed budget for the new fiscal year. Ms. Arnold also answered questions from the Commissioners.

AGENDA ITEM NO. 6:

Consider Bids:

- a. Union Street Sidewalk Projects, Contract No. COS-PW-15-01 (Award)

Assistant City Engineer Michael Ludi, announced that four (4) bids were received and after review and consideration it was staff's recommendation to

award the bid to Parathon Construction of Edmond, Oklahoma in the total amount of \$188,201.00.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to accept staff's recommendation and award the bid to Parathon Construction in the total amount of \$188,201.00. Motion carried 5-0.

AYE: Harrod, Agee, Mainor, Shaw, Dykstra
NAY: None

b. Auditorium HVAC Project (Award)

Director of Operations James Bryce, announced that two (2) bids were received and after review and consideration it was staff's recommendation to award the bid to Jim Cooley Construction, LLC of Oklahoma City, Oklahoma in the total amount of \$555,175.00. The bid includes new LED lighting and ceiling tiles, but does not include a brick screen wall for the heat/air units. Mr. Bryce noted that Jim Cooley Construction LLC has already completed asbestos testing and removal. The total estimated time of completion for this project will be approximately five months.

Commissioner Dykstra questioned the current condition of the roof on the Municipal Auditorium. Mr. Bryce stated that the roof has been partially replaced but is still in need of further work.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to accept staff's recommendation and award the bid to Jim Cooley Construction, LLC in the total amount of \$555,175.00. Motion carried 4-0-1.

AYE: Harrod, Dykstra, Agee, Mainord
NAY: None
ABSTAIN: Shaw

AGENDA ITEM NO. 7:

City Manager Report

City Manager Justin Erickson provided Commissioners with his monthly report for April. Regarding mosquito spraying, he noted that right now crews are spraying on a complaint only basis, however, he expects crews will be spraying four evenings per week when the need increases. Commissioner Shaw noted that she recently attended a Tribal Self Governance Conference where the mosquito borne Zika virus was discussed. She requested Mr. Erickson look into obtaining

funds from the Centers of Disease Control to help with prevention and control of the virus.

AGENDA ITEM NO. 8: New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 9: Commissioners Comments

Commissioner Dykstra congratulated Police Chief Mason Wilson on his appointment as chief.

Commissioner Shaw also congratulated Chief Wilson.

Commissioner Shaw encouraged citizens to visit the Shawnee Public Library for their book sale on May 6th, 7th, and 8th.

Vice Mayor Harrod stated that the Downtown Streetscape progress was looking nice.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (7:24 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (8:04 P.M.)

AGENDA ITEM NO. 10: Discussion, consideration and possible action to go into Executive Session to discuss potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to enter into Executive Session for discussion of potential claims,

litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City. Motion carried 5-0.

AYE: Harrod, Dykstra, Agee, Mainord, Shaw

NAY: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 8:05 P.M. WITH ALL MEMBERS PRESENT

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 8:32 P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 11:

Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).

No action taken.

AGENDA ITEM NO. 12:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:33 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

Meeting Date: 05/16/2016

Acknowledge Reports & Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for April 2016
 - Project Payment Report for April 2016
 - Planning Commission Minutes from April 6, 2016 meeting
-

Attachments

License Rpt 04-2016

Project Rpt 04-2016

Planning Minutes 04-06-2016

5/04/2016 4:10 PM
LICENSES: THRU ZZZZZZZZZZ

L I C E N S E P A Y M E N T R E P O R T
SORTED BY: CODE

PAGE:
PAYMENT DATES: 4/01/2016 TO 4/30/2016

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION		FEE	PENALTY	PAYMENT DISTRIBUTION	TOTAL PAI
					TAX INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	11	275.00CR			275.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	21	315.00CR			315.00
BOATDEALER	BOAT DEALER ANNUAL FEE	1	25.00CR			25.00
BOATREG	BOAT REGULAR PERMIT	73	1,898.00CR			1,898.00
DEMOL	DEMOLITION LICENSE FEE	1	75.00CR			75.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	2	200.00CR			200.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	10	750.00CR			750.00
EXT	EXTERMINATOR LICENSE FEE	1	25.00CR			25.00
FISHANNUAL	FISHING ANNUAL FEE	59	885.00CR			885.00
FISHDAILY	FISHING DAILY FEE	7	21.00CR			21.00
HUNT1	DOVES/QUAIL/SQUIIREL/RABBIT	1	8.00CR			8.00
IMERC	ITINERANT MERCHANT FEE	2	100.00CR			100.00
LAKELEASE	LAKE LEASE	9	6,070.00CR			6,070.00
MECH1	MECHANICAL CONTRACTOR INTIAL	4	400.00CR			400.00
MECH2	MECHANICAL CONTRACTOR RENEW	10	750.00CR			750.00
MIXER	MIXED BEVERAGE RENEWAL	1	900.00CR			900.00
PLUM1	PLUMBING CONTRACTOR INITIAL	2	200.00CR			200.00
PLUM2	PLUMBING CONTRACTOR RENEW	8	600.00CR			600.00
RESAL	RESIDENTIAL SALE	83	830.00CR			830.00
SIGN	SIGN HANGERS LICENSE FEE	2	150.00CR			150.00
SNOWC	SNOW CONE STAND LICENSE FEE	1	25.00CR			25.00
SOLIC	SOLICITOR ANNUAL LICENSE	3	150.00CR			150.00
SOLID	SOLICITOR DAILY LICENSE	1	3.00CR			3.00
STORM	STORM CELLAR LICENSE FEE	1	75.00CR			75.00
TOTAL			14,730.00CR			14,730.00

05/04/2016 2:15 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE:
PROJECTS: THRU zzzzzzzzzzz
PAYMENT DATES: 4/01/2016 TO 4/30/
SORTED BY: PRO

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	240.00CR
001-4202	BUILDING PERMITS	3,329.22CR
001-4203	PLUMBING PERMITS	580.00CR
001-4204	ELECTRICAL PERMITS	60.00CR
001-4205	ZONING PERMITS & APPLICATIONS	305.00CR
001-4206	HEATING & A/C PERMITS	730.00CR
001-4249	OTHER PERMITS	825.00CR
001-4822	OTHER MISC. REVENUE	30.00CR
101-4249	OTHER PERMITS	125.00CR
501-4510	WATER TAPS	300.00CR
799-1023	BANCFIRST GENERAL	6,524.22

05/04/2016 2:15 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 4/01/2016 TO 4/30/
SORTED BY: PRO

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	1,111.88CR
B3-REMODEL	BUILDING CONSTRUCTION REM	1,383.96CR
B4-CARPORT	BUILDING CARPORT	59.00CR
B4-SHELTER	BUILDING SHELTER	324.50CR
B4-STORAGE	BUILDING STORAGE SHED	821.38CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	73.50CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	779.50CR
P3-REMODEL	PLUMBING REMODEL	695.50CR
P5-SEPTIC	SEPTIC PERMIT	20.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	100.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	25.00CR
X-DEMO	DEMOLITION PERMIT	200.00CR
X-SIGN	SIGN PERMIT	475.00CR
Z-CONDUSE	CONDITIONAL USE PERMIT	280.00CR
Z-OCCUP	OCCUPANCY PERMIT	150.00CR
Z-REZONING	REZONING REQUEST	25.00CR
TOTAL		6,524.22CR

PLANNING COMMISSION MINUTES

DATE: APRIL 6TH, 2016

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, April 6th, 2016 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1:

Roll Call

Upon roll call the following members were present:

Present: Morton, Clinard, Kerbs, Bergsten, Cowen, Kienzle, Affentranger

Absent:

Meeting was called to Order.

AGENDA ITEM NO. 2:

Consideration of Approval of the minutes from the March 2nd, 2016 Planning Commission Meeting

Chairman Bergsten asked if the Board had time to review the minutes and if there were any questions or comments. There were none and Commissioner Affentranger made a motion to approve, seconded by Commissioner Kerbs.

Motion passed:

AYE: Clinard, Kerbs, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN: Morton

AGENDA ITEM NO. 3:

Citizen's Participation

Chairman Bergsten opened the public portion of the meeting and announced that this is an open time for discussion for those with questions on topics not on the Agenda and asked if anyone would like to come forward. City Commissioner Lesa Shaw came forward and asked the Board to look into the proximity of homes near tornado sirens and place on Agenda for consideration. Chairman Bergsten asked if there was any one else that would like to speak. There were none and Chairman Bergsten closed the public portion of the meeting.

AGENDA ITEM NO. 4:

**Case #S07-16 – Consideration of approval of a Preliminary Plat for
Timbers Park, a Re-Plat of Block 12, The Timbers Addition to the
City of Shawnee, located at Oaktree Ct. and Bent Tree Rd.,
Shawnee, OK**

Applicant: The Landrun Group, LLC

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin stated there would be a dual staff report for both the Preliminary and Final Plats on Timbers Park. Justin Debruin explained that the applicant requested a re-plat on a small section of the original Final Plat for Timbers Addition and the intent was to take the site of the private park and separate four lots for additional housing. Mr. Debruin mentioned that the detention utility easement would run on the southern side of the park area. Sewer, water and storm water drainage documents look ok. Mr. Debruin informed

the Commissioners that due to City Standards, there was no requirement for the applicant to put in parks and therefore staff has no objection to the Preliminary Plat with four conditions listed. Most construction documentation has been turned in. Staff also has no objection to the Final Plat with an additional four conditions listed. Mr. Debruin mentioned requiring the applicant to show the common areas on the Final Plat. Commissioner Kerbs asked if the current developer is the same developer for the full development. Justin Debruin stated he believed there are different owners. Commissioner Kerbs stated his concerns for work already being completed prior to approval on site and for altering the original plot for a private park. Mr. Debruin stated that any work that is done on the site is at the risk of the developer and staff does not have to approve it. The lines could be ordered to be dug up and inspected if needed. Commissioner Clinard asked if there was flooding in this subdivision earlier in the spring. Justin Debruin mentioned hearing of some complaints and Commissioner Clinard asked if taking away the parks would increase the amount of flooding and water issues. Mr. Debruin believed the flooding issues were more towards the entrance of development and storm water drainage plans have to prove to staff that it will contain all the runoff for the development. Commissioner Affentranger asked if the park was platted as such but never used for that purpose and Justin Debruin agreed. Commissioner Affentranger also asked if the street would go in between the two houses on each side and Mr. Debruin stated it would go around with entrances on side. Commissioner Kerbs discussed the park being kept up by the developer and could fall back onto the Parks Department. Justin Debruin agreed and stated it is an issue that has been persistent in Shawnee for some time and needs to be corrected. Commissioner Kienzle asked if developer still owned the development, why staff would not use code enforcement for issues. Mr. Debruin stated once the developer completes project that is when it becomes an issue with ownership. Commissioner Kienzle asked if there were any drawings given about the parks in the past and Justin Debruin stated he did not find any. Chairman Bergsten asked if there were any more questions. Commissioner Kienzle asked if the developer would own the land if the request was approved. Justin Debruin agreed. Commissioner Kienzle asked if houses were built then developer may or may not maintain the area around it. Mr. Debruin agreed. Commissioner Kienzle also asked if the City hired groups like neighborhood alliance to come where an HOA was not involved and would be beneficial to help. Justin Debruin stated there wasn't enough capacity to handle that but would explore that more. Chairman Bergsten opened the public portion of the meeting and asked if anyone against the item would like to come forward. No one came forward. Chairman Bergsten asked if anyone in favor of the item would like to come forward. Steve Landes came forward to discuss some issues brought up. Vice-Chairman Cowen asked if the triangle left would be usable and Steve Landes said it would be a detention swale area but would be more of a green site. Commissioner Kerbs asked how long that area has been there. Steve Landes stated it was just completed. Commissioner Kerbs also asked if the area would have the same developer and Steve Landes stated it would be Mike Little. Chairman Bergsten asked if there was anyone else that would like to speak in opposition of the case. There were none and Chairman Bergsten closed the public portion of the meeting and asked if the Commissioners had any comments or a motion. Justin Debruin stated they would be voting on the Preliminary Plat. Commissioner Affentranger made a motion to approve with the conditions listed, there was no second.

Died due to lack of a motion:

AYE:

NAY:

ABSTAIN:

AGENDA ITEM NO. 5:

Case #S08-16 –Consideration of approval of a Final Plat for Timbers Park, a Re-Plat of Block 12, The Timbers Addition to the City of Shawnee, located at Oaktree Ct. and Bent Tree Rd., Shawnee, OK

Applicant: The Landrun Group, LLC

Combined staff report with Case #S07-16.

No Action Taken:

AYE:

NAY:

ABSTAIN:

AGENDA ITEM NO. 6:

Case #P03-16 –A public hearing for consideration of approval of a Planned Unit Development located at 1500 E. Independence St., Shawnee, OK

Applicant: The Landrun Group, LLC

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Commissioners that the subject site is zoned R-1; Single Family Residential. Justin Debruin described the engineer requesting a buffer between the single family residential next door and the duplex development. The intent would be to provide single family housing along the eastern side of the property with fifteen lots and half of the site would have an allowance for duplexes. Mr. Debruin discussed driveways, various accommodations and general concepts. Justin Debruin stated staff has issues with the design statement including the provisions to supersede city code listed, allowance for C-1 office space, four foot sidewalk requirement listed instead of six foot and the terminology listed in statement. Mr. Debruin stated that staff recommends deferral. Commissioner Affentranger asked if the statement listed is abnormal and Justin Debruin stated it was not but the applicant has to alleviate any questions from statement. Commissioner Kerbs asked if staff requires applications thirty days prior and Justin Debruin agreed. Commissioner Kerbs also discussed complications arising from revisions turned in at a later notice and Mr. Debruin briefly went over those topics. Chairman Bergsten asked about potential for item being brought to meeting with approval or denial and Commissioner Kerbs discussed wording on PUD. Commissioner Affentranger asked if the PUD purpose was to take questions out and Justin Debruin agreed. Vice-Chairman Cowen mentioned having questions answered. Commissioner Kienzle asked how the PUD worked and Mr. Debruin went over process. Commissioner Clinard asked if the letters from homeowners will move forward to City Commission and Justin Debruin agreed. Commissioner Clinard also asked about Section Eight housing. Commissioner Affentranger asked if revised documents were turned in a week ago and Mr. Debruin agreed. Commissioner Kerbs discussed recommendations and Commissioner Clinard asked how Section Eight worked. Vice-Chairman Cowen discussed Section Eight processes. Chairman Bergsten stated the importance of understanding the potential for Section Eight or rentals to be developed without coming before the board. Chairman Bergsten asked if there were any other questions, there were not and Chairman Bergsten mentioned considering not having public comment if the vote was to defer. City Commissioner Lesa Shaw asked to have the public comment for the public hearing and Justin Debruin agreed. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition of the item would like to come forward. Roger Henson, Christopher Aston, Charles Hill and City Commissioner Lesa Shaw came forward. Their discussions included, but were not limited to, the number of petitions, incorporation of a cul-de-sac, duplexes, flooding issues, state of Elm Street, master plan for City and response from citizens. Chairman Bergsten asked if anyone in favor of the item would like to come forward. Kara Coley, Jared Marical and Steve Landes came forward. Their discussions included, but were not limited to number of driveways, single family buffer zone, drainage issues, demand for higher end rentals, platting stages and language adjustments. Justin Debruin stated application fee was met. Commissioner Kerbs discussed receiving a proper PUD. Mr. Debruin spoke on PUD details. Commissioner Affentranger asked about façade treatments. Chairman Bergsten stated he was concerned with all the questions and asked if there were any other questions or a motion. Commissioner Kerbs made a motion to defer, seconded by Vice-Chairman Cowen.

Motion to defer to May 4th, 2016 Meeting:

AYE: Morton, Clinard, Kerbs, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 7:

Downtown Ground Floor Residential Ordinance Presentation

Justin Debruin discussed the Downtown Ground Floor Ordinance proposal with points including but not limited to wayfinding efforts, parking availability, off-street parking, residential allowances up floor and in back and Conditional Use Permits for Commercial uses. Commissioner Kerbs asked about permits for parking spaces and Commissioner Clinard mentioned limiting the parking area. Commissioner Kerbs mentioned storing and warehousing uses. Mr. Debruin spoke about research from other towns and cities. Chairman Bergsten asked about the application process. Commissioner Clinard asked about the process to consider market ready properties. Commissioner Kienzle brought up helping to make downtown thrive. Commissioner Clinard mentioned idea of student housing. Commissioner Kerbs asked if Conditional Use Permit stays with property or home owner. Justin Debruin stated it historically stays with property but will explore the area more. Brad Carter came forward to speak in favor of Ordinance. Vice-Chairman Cowen asked about the code enforcement process.

AGENDA ITEM NO. 8:

Planning Director's Report

No report.

AGENDA ITEM NO. 9:

Commissioners Comments and/or New Business

Commissioner Kerbs asked if Justin Debruin would keep in mind the homeowners and green spaces regarding the subdivision codes and congratulated Mr. Debruin on expecting his first child. Vice-Chairman Cowen discussed the costs to develop, standards by engineering department and amenities resulting in the decrease in home purchases here. Chairman Bergsten asked if the tornado sirens fell in the Planning area and Mr. Debruin stated it could.

AGENDA ITEM NO. 10:

Adjournment

Meeting was adjourned.


Chairman/Vice-Chairman

Cheyenne Lincoln
Planning Commission Secretary

Regular Board of Commissioners

1. d.

Meeting Date: 05/16/2016

Lake Leases

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfers:

TRANSFERS

- Lot 6 Belcher Tract, 15411 Nickens Rd
To: Carol Hopkins and Jacob Bamborough
From: Carol Hopkins
- Lot 3 Damron Tract, 33707 Belcher Rd
To: Sandra Howard and Cameron Bentley
From: Sandra Howard

Attachments

Lake Lease Hopkins

Lake Lease Howard



City of Shawnee
Community Development Department
222 N. Broadway
Shawnee, OK 74801
(405) 878-1665 Fax (405) 878-1587
www.ShawneeOK.org

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

Date	05-10-2016	License No. #028909
Type	☐ Renewal ☒ Transfer (FAMILY)	
Commission Meeting Date	05-16-2016	
Property Address	15411 NICKENS RD	
Lake Site Location	LOT 6 BELCHER TRACT	
Lease Dates	04/28/2016 – 04/28/2046	
Lease Fee (changes annually)	\$676.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	CAROL HOPKINS AND JACOB BAMBOROUGH	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	CAROL HOPKINS	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No (if no, due: 07/30/2018)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	07/30/2013	
Misc. Comments	Total Charges Paid: \$676.00	

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# 028909**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of APRIL 28th, 2016 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

CAROL HOPKINS
of 5905 N HARVARD AVE OKLAHOMA CITY OK 73122 ,
JACOB BAMBOROUGH
of 4225 NW 56th OKLAHOMA CITY OK 73112,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 676.00 dollars for **2016**, 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:

**15411 NICKENS RD
LOT 6 BELCHER TRACT**

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

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

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

That 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 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 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

Carol Kaye Hopkins

PARTY OF THE SECOND PART
Mike Ben

PARTY OF THE SECOND PART



City of Shawnee
Community Development Department
222 N. Broadway
Shawnee, OK 74801
(405) 878-1665 Fax (405) 878-1587
www.ShawneeOK.org

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

Date	04/28/2016	License No. #028288
Type	☐ Renewal ☒ Transfer	
Commission Meeting Date	05/16/16	
Property Address	33707 Belcher Rd	
Lake Site Location	Lot 3 Damron Tract	
Lease Dates	06/07/15 – 06/06/45	
Lease Fee (changes annually)	\$662.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	SANDRA HOWARD & CAMERON BENTLEY	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	SANDRA HOWARD	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No (due: 07-16-17)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	07-16-12	
Misc. Comments	Total Charges Paid: \$662.00	

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# 028288**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of October 29th, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

SANDRA HOWARD
of 3732 ROLLING LANE CIR OKLAHOMA CITY OK 73110 ,
CAMERON BENTLEY
of 14396 GLENVIEW DR CHOCTAW OK 73020,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 662.00** dollars for **2015**, 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:

**33707 BELCHER RD
LOT 3 DAMRON TRACT**

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

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

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

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

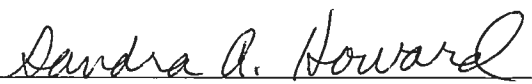
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

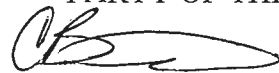
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK


PARTY OF THE SECOND PART


PARTY OF THE SECOND PART

Regular Board of Commissioners

1. e.

Meeting Date: 05/16/2016

Accept Emerg Generator

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of installation of emergency power generator at North Radio Tower site and placing maintenance bond in effect.

Attachments

Accept Generator

City of Shawnee Memorandum

To: Honorable Mayor and City Commissioners
Through: Justin Erickson, City Manager
From: Donald D. Lynch, Emergency Management Director
Date: May 10, 2016
Re: Acceptance of Work on Generator for North Tower Site



NATURE OF THE REQUEST:

I am writing to request the Commission's acceptance of the work on providing and installing the emergency power generator at the North Radio Tower Site.

STAFF ANALYSIS/ CONSIDERATIONS:

On October 5, 2015, the City Commission awarded a contract to Imajenus, Inc. of Broken Arrow, Oklahoma for the provision and installation of an emergency power generator for our North Radio Tower Site. I hereby certify that the scope of work for this project has been completed according to the contract requirements and checked for compliance.

A Performance Bond in the amount of \$31,465.00 has been filed with the City to insure that the contractor truly and faithfully performs its duties and shall satisfy all claims and duties incurred under our contract.

A five year warranty on the generator is included in the bid price agreed to in our contract.

BUDGET CONSIDERATIONS:

Funding for this project comes from the E-9-1-1 fund.

STAFF RECOMMENDATION:

Staff recommends acceptance of the project and placing the performance bond into effect.

Thank you for your favorable attention to this request.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that Imajenus, Incorporated, a corporation, hereinafter called Principal, and

Oklahoma Surety Company

hereinafter called Surety, are held and firmly bound into The City of Shawnee Oklahoma, a Municipal Corporation hereinafter called the City, in the penal sum of \$31,465.00 in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the City, dated the 27th day of October, 2015, a copy of which is hereto attached and made a part hereof for the construction of an emergency power generator and transfer switch at the Shawnee North Radio Tower Site.

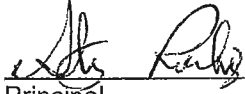
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the City with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PERFORMANCE BOND PAGE 2

IN WITNESS WHEREOF, this instrument is executed this 19th day of
October 2015 by


Principal


Witness as to Principal

(SURETY COMPANY SEAL)

Oklahoma Surety Company
Surety


Witness as to Surety

OKLAHOMA SURETY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Timothy W. Driskill, Sylvia M. Hyde, William L. Johnson, Barry W. Tims and Robert Turner, individually of TULSA, OK

IN WITNESS WHEREOF, the **OKLAHOMA SURETY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 05 day of September, 2013



ATTEST:

OKLAHOMA SURETY COMPANY

SHARON HACKL

SECRETARY

TODD BAZATA

VICE PRESIDENT

On this 05 day of September, 2013 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Tulsa, Oklahoma, that s/he is a Vice President of **Oklahoma Surety Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA }

SS



Commission # 11008253

My Commission expires: 09-08-15

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Oklahoma Surety Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Oklahoma Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of October, 2015.



SHARON HACKL

Secretary

VOID IF BOX IS EMPTY

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clem F. Lesch, Steven W. Lewis, Allen Sparks, Eric Lesch, Roger Bales, Jennifer Picchi, Melissa Lesch, Trenae Donovan, Tonie Petranek its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

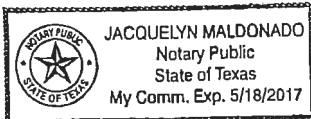
By: John Knox Jr., President

State of Texas
County of Harris

SS:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 22nd day of October, 2015, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Regular Board of Commissioners**1. f.**

Meeting Date: 05/16/2016

Accept Easement from Elmer Smith Oil

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of Permanent Easement along Kickapoo Street granted by Elmer Smith Oil Company.

AttachmentsAccept Easement



Date: May 12, 2016

To: Justin Erickson, City Manager

From: John Krywicki, P.E., City Engineer

A handwritten signature in blue ink, appearing to be "JK", is placed over the name "John Krywicki" in the "From:" line.

RE: Acceptance of Easement along Kickapoo Street

The new proposed Domino's convenient store and gas station, to be located on the southwest corner of the Kickapoo Spur & Kickapoo St is being required to grant an easement along the frontage of their property with Kickapoo Street. Currently, the City has 33' of right-of-way on the west side, and we will be needing additional right-of-way (7' easement strip) in order to construct the required six foot sidewalk along Kickapoo.

The easement being granted to the City is attached, along with an exhibit showing the exact location. At the May 16, 2016 City Commission meeting we will recommend acceptance of the easement, and then have it recorded at the Court House upon approval.

If you have any questions or need additional information, please advise.

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT ELMER SMITH OIL CO. its successors, and assigns (collectively "Grantor") for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF SHAWNEE, a municipal corporation, and its public trusts (collectively "Grantees") this Permanent Easement over, under, across, through and to the following described property situated in Pottawatomie County, Oklahoma, shown on Attachment "A" ("Subject Property") for the use of the Grantees for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing public facilities including streets, sidewalks, storm sewer, paving, drainage, and traffic control and Shawnee water and wastewater systems and associated facilities, connections, utilities, and appurtenances thereto (collectively "Street and Utility Systems") and including the right of ingress and egress through Grantor's property to and from the Subject Property and all right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of this Permanent Easement.

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantor agrees that no building or other similar structure shall be erected on, over or under the Subject Property.
2. Grantor agrees that Grantees will not maintain, repair or replace Grantor's improvements, including but not limited to fencing, landscaping, driveways and parking areas whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Street and Utility Systems.
3. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand or repair these Street and Utility Systems, or provide services or functions.
4. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property and are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.

This Permanent Easement shall be perpetual and exclusive to Grantees and shall run in favor of the respective parties, hereto, their successors and assigns.

Dated this 4th day of May, 2016.

Elmer Smith Oil Co.

By: Martin Smith, Manager

STATE OF Arkansas, COUNTY OF Washington, SS.

This instrument was acknowledged before me on this 4 day of May, 2016 by Martin Smith, as Manager of Elmer Smith Oil Co.

My Commission Expires: May 5, 2019
My Commission No. 12371097

MeLOdie Hampton
Notary Public



ACCEPTED by The City of Shawnee
this _____ day of _____, 20____.

REVIEWED for form and legality

City Clerk

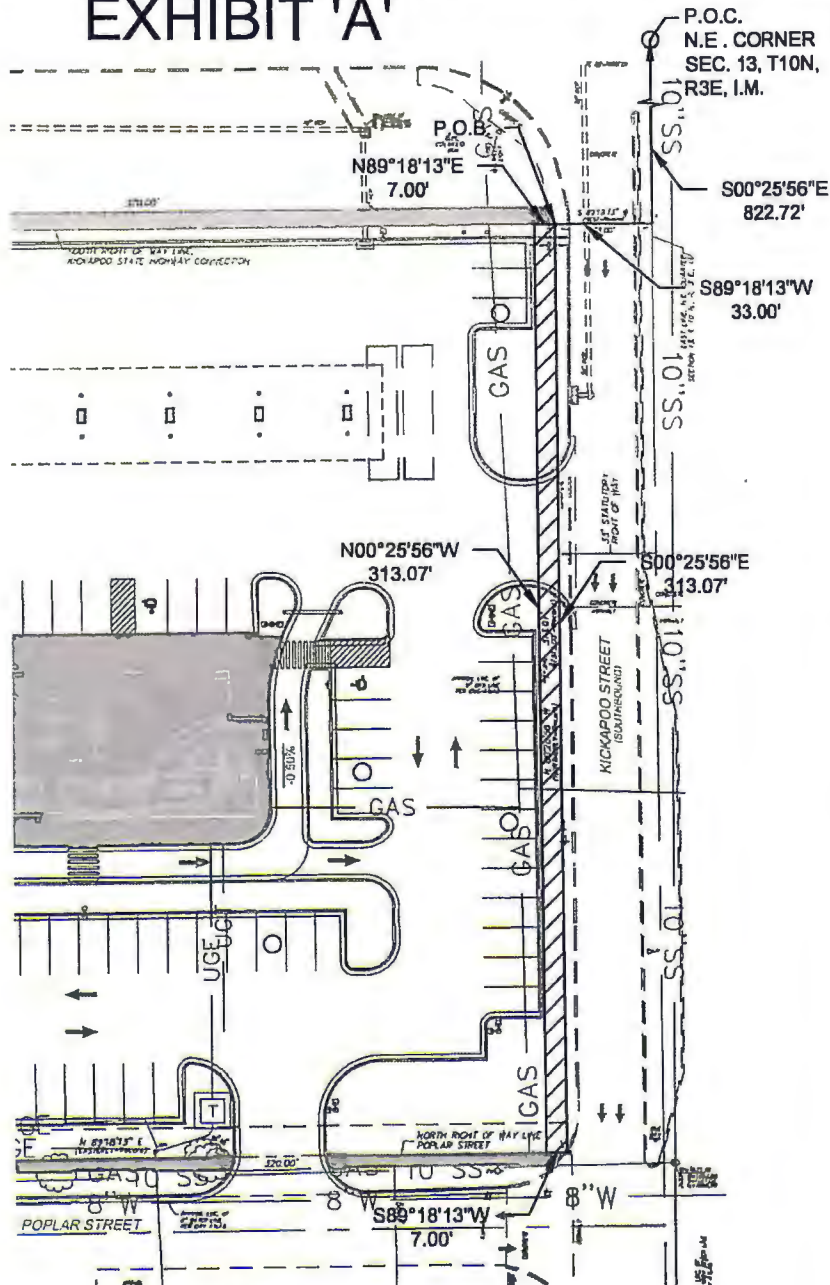
Assistant Municipal Counselor

EXHIBIT 'A'

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 3 EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

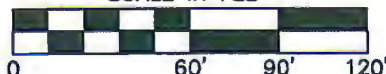
COMMENCING AT THE NE CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 13;
 THENCE S 00°25'56" E A DISTANCE OF 822.72 FEET;
 THENCE S 89°18'13" W A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;
 THENCE S 00°25'56" E A DISTANCE OF 313.07 FEET;
 THENCE S 89°18'13" W A DISTANCE OF 7.00 FEET;
 THENCE N 00°25'56" W A DISTANCE OF 313.07 FEET;
 THENCE N 89°18'13" E A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.



NOT TO SCALE
 VICINITY MAP



SCALE IN FEET



CIVIL ENGINEERING • PLANNING • CONSULTING
 P.O. Box 14534 Oklahoma City, OK 73113
 Phone 405.466.5787

OK CA 5864

Regular Board of Commissioners

1. g.

Meeting Date: 05/16/2016

IUPA Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

IUPA Memo

IUPA Agreement



Date: May 12, 2016
To: Honorable Mayor and Members of the City Commission
From: Justin Erickson, City Manager
RE: Collective Bargaining Agreement with the IUPA Local #3

The IUPA Collecting Bargaining Agreement runs July 1-June 30 in accordance with our fiscal year and runs one year unless otherwise bargained for. The contract this year will be for one fiscal year starting July 1, 2016 and ending June 30, 2017.

The agreement for the union increases the pay scale 2% effective July 1, 2016 (same as non-union employees) and adds one additional step at the top of the range which will go into effect January 1, 2017. The new step will help Shawnee get closer to the average market pay for our area. When looking at this we looked at 5 cities larger than Shawnee and 5 smaller.

There is an MOU dated February 10, 2016, which allowed for the officers to go to 10 hours shifts. The contract now includes this MOU with a provision for going back to 8 hours shifts should staffing levels fall below 10 employees per shift for an extended period of time. This change has decreased overtime and allows for an overlap of officers.

In the past, the longevity incentive has been different between the union and non-union. Last year, we adjusted the non-union longevity incentive scale and for this contract we are adjusting the police union scale to match the non-union scale. The cost of this change was \$20,508.

The police officers get an annual clothing allowance in the amount of \$1,000. That amount has remained the same since 2005. This year, we negotiated this item and have increased the annual clothing allowance to \$1,200. We are increasing FTO (Field Training Officer) incentive from ½ hour per shift to 1 hour per shift. This will only be paid when the officer has a trainee with them. Along with the FTO incentive, we are also increasing the firearm incentive from \$.25 and \$.15 to \$.30 and \$.20 cents with a budget impact of \$5,400.

There was some housekeeping language that both parties agreed needed to be changed so the corrections are reflected in the new contract.

The Police Union will also receive the adjusted insurance contribution rates that the commission approved for non-union employees.

The bargaining team consisted of Cindy Arnold and Tamera Johnson.

I recommend approval of the 2016-2017 IUPA Collective Bargaining Agreement.

SHAWNEE POLICE ASSOCIATION

LOCAL #3
AFL-CIO



2016-2017
COLLECTIVE BARGAINING AGREEMENT
WITH THE
CITY OF SHAWNEE

Table of Contents

ARTICLE 1 PREAMBLE	2
ARTICLE 2 RECOGNITION.....	3
ARTICLE 3 AUTHORITY AND TERM	4
ARTICLE 4 MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	4
ARTICLE 5 MAINTENANCE OF STANDARDS.....	5
ARTICLE 6 POLICE OFFICERS' BILL OF RIGHTS	6
ARTICLE 7 DEPARTMENTAL RULES AND REGULATIONS.....	11
ARTICLE 8 SENIORITY.....	12
ARTICLE 9 I.U.P.A. RIGHTS AND RESPONSIBILITIES	13
ARTICLE 10 AUTHORITY OF OFFICERS	14
ARTICLE 11 OVERTIME AND HOURS OF WORK.....	15
ARTICLE 12 TRAVEL ALLOWANCE.....	17
ARTICLE 13 UNIFORMS, EQUIPMENT, AND REPLACEMENT POLICIES AND ALLOWANCES	18
ARTICLE 14 GRIEVANCE PROCEDURE	19
ARTICLE 15 HOLIDAYS	22
ARTICLE 16 VACATIONS.....	23
ARTICLE 17 SICK AND EMERGENCY LEAVE	24
ARTICLE 18 MILITARY LEAVE	26
ARTICLE 19 INJURY AND WORKERS' COMPENSATION.....	27
ARTICLE 20 HEALTH AND LIFE INSURANCE	29
ARTICLE 21 EDUCATIONAL INCENTIVE AND TUITION ASSISTANCE	30
ARTICLE 22 INCENTIVE PAY	31
ARTICLE 23 LONGEVITY	32
ARTICLE 24 WAGES.....	33
ARTICLE 25 PROHIBITION OF STRIKES	34
ARTICLE 26 SAVINGS CLAUSE	35
ARTICLE 27 ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES.....	36
ARTICLE 28 POSITION OF CORPORAL	41
ARTICLE 29 PROMOTION POLICY	42
ARTICLE 30 INDIVIDUALLY ASSIGNED VEHICLE PROGRAM	46
ARTICLE 31 SENIORITY SHIFT SELECTION	49
APPENDIX A HOURLY BASE RATE	50

ARTICLE 1

PREAMBLE

Section 1.1 This Agreement is entered into by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the City, and the Shawnee Police Association, Local Number 3, AFL/CIO of the International Union of Police Associations, hereinafter referred to as the I.U.P.A. It is the purpose of this Agreement to achieve and maintain a harmonious relationship between the City and the I.U.P.A., to provide for equitable and peaceful adjustment of grievances which may arise, and to establish wages, hours, and other conditions of employment which are deemed to be in the best interest of the public welfare and safety.

ARTICLE 2

RECOGNITION

Section 2.1 The City recognizes the I.U.P.A. as the sole and exclusive bargaining agent for the permanent, full-time commissioned officers employed by the Shawnee Police Department, except the Police Chief and one designated administrative assistant, for the purpose of negotiating wages, hours and other conditions of employment.

Section 2.2 The I.U.P.A. recognizes the City Manager or his designated representative or representatives as the sole representative of the City of Shawnee for the purpose of collective bargaining. The I.U.P.A. agrees to bargain in good faith with the City Manager or his designees in all matters relating to wages, hours, and other conditions of employment. The City agrees to bargain in good faith with the I.U.P.A. in all matters relating to wages, hours, and other conditions of employment.

Section 2.3 Officers shall be on employment probation for a period of twelve (12) months from the date of completion of the FTO Program. Officers on employment probation shall be considered "employees at will" during the probation period, and will not be covered under Article 6 or Article 14 of this agreement during the probationary period. For the purposes of wages and benefits, probationary officers will be covered under the provisions of this Collective Bargaining Agreement.

Section 2.4 Officers on probation as a result of promotion, which shall be a period of six (6) months from the day of promotion, shall be covered by this Agreement, including grievance rights, provided, however, they shall have no grievance rights in the event they are demoted to the classification from which they were promoted, unless such demotion is for disciplinary reasons.

Section 2.5 Officers on disciplinary probation shall be covered by this Agreement, including grievance rights.

ARTICLE 3

AUTHORITY AND TERM

Section 3.1 The City and the I.U.P.A. have, by these agreements, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the I.U.P.A.

Section 3.2 This Agreement shall be effective as of the 1st day of July, 2016, and shall remain in full force and effect until the 30th day of June, 2017, in accordance with the provisions of the Fire and Police Arbitration Act.

Section 3.3 Whenever wages, rates of pay, or any other matters requiring appropriation of moneys by the City are to be included as matters of collective bargaining, it is the obligation of the I.U.P.A. to serve written notice for request of collective bargaining on the corporate authorities at least one hundred twenty (120) days before June 23rd, which is the last day on which moneys can be appropriated by the City to cover the contract period which is the subject of the collective bargaining procedure.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The City expressly reserves the right to plan, direct, and control all operations not covered by this Agreement relating to the Police Department; and to hire, promote, assign, suspend, or discharge for cause shown, any officer, subject to the Constitution and the Statutes of the State of Oklahoma, the United States Constitution, and the grievance procedures as set forth in this Agreement.

Section 4.2 The City shall have the right to determine the source or sources from which new applicants for work in the Police Department shall be secured and shall be the sole judge of the requirements and qualifications of the officers hired during the term of this Agreement.

Section 4.3 Except as specifically abridged, delegated, granted, or modified by this Agreement, or any supplementary agreements that may hereinafter be made, all rights, power, and authority the City had before the signing of this Agreement are retained by the City, and remain exclusively and without limitations within the rights of the City.

ARTICLE 5

MAINTENANCE OF STANDARDS

Section 5.1 All rights, privileges, and benefits of the employees covered by this Agreement or existing prior to this Agreement shall be retained in full force and effect, with the exception of those rights, privileges, or benefits abridged or modified by this Agreement.

ARTICLE 6

POLICE OFFICERS' BILL OF RIGHTS

Section 6.1. Whenever a police officer is under formal investigation the officer shall be advised of his/her right to counsel prior to any interrogation and, absent an intelligent waiver of such rights, the officer shall be entitled to representation by legal counsel during interrogation, and all other proceedings in connection with the investigation, if it is a criminal investigation. The accused officer shall be responsible for his/her own legal fees.

Section 6.2 No officer shall be required to submit to a polygraph examination without his/her express written consent. No disciplinary action or recrimination whatsoever shall be taken against an officer for refusing to submit to a polygraph examination.

Section 6.3 Where an officer is or may be subjected to disciplinary action which may be placed in his/her personnel file, the officer shall have the right to have the I.U.P.A. President, or his/her designee, present during any such disciplinary action.

Section 6.4 Officers shall have the opportunity to review any documentation intended to be placed in their personnel file. Officers shall have the right to review their personnel file at the personnel office during regular business hours.

Section 6.5 All allegations of wrongdoing on the part of an officer shall be submitted, in writing, to the Chief of Police for consideration, along with any supporting evidence.

Section 6.6 An officer shall have the right to a review board on any charge that may result in suspension without pay, demotion or termination. An officer may also waive his/her right to a review board.

Section 6.7 Review boards shall function under the authority of the Chief of Police.

Section 6.8 Review board authority shall be limited to review of the allegations presented to the review board, and the examination of witnesses and evidence directly related to the allegation(s). Review board findings shall be strictly limited to the validity of the allegations. The review board shall be strictly advisory in nature.

Section 6.9 The review board's findings as to the validity of the allegations before the board shall be submitted to the Chief of Police in writing at the conclusion of the board's business. The review board shall report their findings without delay.

Section 6.10 Upon authorization by the Chief of Police, the accused officer shall be notified of the allegations that shall be presented to the review board.

Section 6.11 The accused officer shall receive advance notice a minimum of three business days prior to convening the review board. The accused officer shall be provided in writing of the date, time, and location of the review board.

Section 6.12 The accused officer shall be granted an extension of up to three business days upon written request presented to the Chief of Police, or his/her designee.

Section 6.13 The accused officer shall receive a copy of the allegations, list of potential witnesses, written statements, and other pertinent information concerning the allegations at the time he/she is notified of the pending review board.

Section 6.14 The Chief of Police shall designate his/her representative(s) to present the allegation(s) to the review board.

Section 6.15 The accused officer shall designate his/her representative(s) to challenge the allegation(s) before the review board. The officer shall have the option of I.U.P.A. representation, and or any other representation the officer chooses. The accused officer shall be responsible for all representation costs for any representation not provided by the I.U.P.A.. If the accused officer is not a member of the I.U.P.A., the accused officer shall be responsible for the cost of any representation provided by the I.U.P.A.

Section 6.16 The review board shall be composed of 5 officers. The Chief of Police shall provide the accused officer with a list of 5 names. The accused officer may strike one name and add 1 name of his/her choice. The accused officer shall receive the list of officers, in writing, at the time he/she is notified of the review board. The accused officer shall take his/her desired action regarding the list, and return the list with the noted action to the Chief of Police, or his/her designee, within 24 hours of receiving the list.

Section 6.17 No officer that is currently under investigation, that is the subject of a pending review board, that is on suspension, administrative leave, disciplinary probation, or workers' compensation shall be eligible to serve on a review board.

Section 6.18 The Chief of Police, or his representative(s), may remove any member of a review board, for cause. The Chief of Police, or his representative(s), shall replace the board member with an officer of his/her choice. However, if the removed board member was selected by the accused officer, the accused officer shall be allowed to select the replacement board member.

Section 6.19 The Chief of Police shall designate the chairperson for the review board.

Section 6.20 The accused officer shall be present, along with his/her designated representative(s), during all phases of the review board process, except for executive sessions of the board, and deliberations of the board.

Section 6.21 The review board process shall be conducted under Robert's Rules of Order.

Section 6.22 The representative(s) of the Chief of Police shall present the allegations to the review board, along with any witness testimony, or other evidence.

Section 6.23 All testimony presented to the review board shall be taken under oath and audio recorded. Either party may elect to have the proceeding recorded by a court reporter. The scheduling and expense of the court reporter will be the sole responsibility of the requesting party.

Section 6.24 The accused officer, or his/her representative, shall have the right to call witnesses on behalf of the accused officer, to question witnesses, and to cross examine witnesses, provided that there is no disruption of the proceedings, and the questioning is performed in a relevant and reasonable manner, as determined by the review board.

Section 6.25 The representative(s) of the Chief of Police shall have the right to cross-examine any witness presented by the accused officer.

Section 6.26 The Chief of Police shall order any officer, or member of the Police Department, to appear before the review board on behalf of the Police Department.

Section 6.27 The accused officer shall submit a list of officers, or other department personnel, that the accused officer wishes to call to testify in his/her behalf, to the Chief of Police, or his/her designee. The list of potential witnesses requested by the accused officer must be submitted to the Chief of Police, or his/her designee, a minimum of 24 hours prior to convening the review board.

The Police Department shall not be responsible for compensation of witnesses called by the accused officer.

Testimony on behalf of the accused officer shall be strictly voluntary.

It shall be the responsibility of the calling party to have their witnesses available to the review board when needed.

Section 6.28 The review board shall have the authority to inquire of any witness testifying before the board.

Section 6.29 The review board shall have the authority to inquire of the accused officer, or the representative(s) of the Chief of Police, concerning the issue(s) before the review board.

Section 6.30 At the conclusion of the presentation, by both parties, the review board, by majority vote, shall recess to conclude the findings of the review board.

Section 6.31 All actions of the review board shall be determined by majority vote.

Section 6.32 Three review board members must be present to establish a quorum, and convene the board.

Section 6.33 After the review board has made their findings concerning the validity of the allegation(s) before the review board, the review board shall reduce their findings to writing, and shall submit their findings to the Chief of Police, or his/her designee. The review board shall reconvene to announce that a finding has been reached, and shall hand those findings to the Chief of Police, or his/her designee. The review board shall be adjourned at that time.

Section 6.34 The final decision concerning all disciplinary issues shall rest exclusively with the Chief of Police.

Section 6.35 The Chief of Police shall submit the findings of the review board to the accused officer, including any disciplinary action to be imposed, within five business days (excluding weekends and holidays) of the review board's adjournment.

Section 6.36 No officer shall be subject to a review board more than one time, or punished more than one time, for the same alleged action.

Section 6.37 All officers, regardless of rank, age, sex, or assignment, shall be subject to disciplinary action in accordance with the provisions of this agreement; and according to the nature and seriousness of the offense, for failure, either willfully or through negligence or incompetence, to perform the duties of their rank or assignment; or for violation of any departmental policy or procedure, violation of any general order or rule, violation of any municipal ordinance, or any state or federal law, or for failure to obey any lawful instruction, order, or command of a superior officer, or upon conviction in a court having criminal jurisdiction for any criminal offense, and for any other form of officer misconduct.

Disciplinary action in all cases shall be decided on the merits of the individual case.

Types of disciplinary action - At the discretion of the Chief of Police, and in accordance with the provisions, rules and regulations described herein, officers are subject to the following types of disciplinary actions:

- Oral Reprimand
- Written Reprimand
- Suspension from duty without pay
- Demotion in Rank
- Reassignment of Duties (Specified as a disciplinary action)
- Dismissal

Officers may be placed on administrative leave with pay, at the discretion of the Chief of Police, while an officer is under investigation, while pending a review board action, or for any other reason deemed appropriate by the Chief of Police.

Administrative leave with pay shall not be considered a disciplinary action.

Officers on administrative leave, or suspension shall not be authorized to invoke police powers or perform any law enforcement duties.

Officers on administrative leave or suspension may be required to turn in all police department property upon the direction of the Chief of Police.

Section 6.38 Any officer subjected to a review board, or disciplinary action, shall maintain his/her grievance rights provided under Article 14 of the Collective Bargaining Agreement.

Section 6.39 The I.U.P.A. shall maintain the grievance rights provided for under Article 14 of the Collective Bargaining Agreement, as it pertains to any and all aspects of the disciplinary process, and or, disciplinary actions, and all other provisions of the Collective Bargaining Agreement.

ARTICLE 7

DEPARTMENTAL RULES AND REGULATIONS

Section 7.1 All departmental rules and regulations of the Policies and Procedures Manual of the Shawnee Police Department are incorporated into and made a part of this Agreement with the following exceptions:

- a. Those departmental rules and regulations abridged or modified by this Agreement;
- b. Those departmental rules and regulations held to be invalid or unconstitutional by a court of competent jurisdiction;
- c. Those departmental rules and regulations which are inconsistent or in conflict with any provision of this Agreement, in which case this Agreement shall prevail.

Section 7.2 When it becomes necessary to upgrade or modify the Policies and Procedures Manual of the Shawnee Police Department, the four (4) elected officers of the I.U.P.A. shall meet with administrative police department personnel to review and make recommendations concerning the new changes within fourteen (14) days.

ARTICLE 8

SENIORITY

Section 8.1 Seniority shall be determined as between two or more officers of the same rank by the years of unbroken service within that rank. As between two or more officers with the same length of unbroken service within the same rank, their seniority shall be determined by their unbroken service as a commissioned officer in the Shawnee Police Department. As between two or more officers with the same length of unbroken service within the same rank, and who are initially employed as commissioned officers on the same date, their seniority shall be determined by the date of their employment application.

Section 8.2 Seniority will be an important factor to be considered by the City and administrative police department personnel in determining the priority of each officer to the following:

- a. Time when annual vacation or any other excused paid leave is taken; and
- b. Hours of work, transfers, and regular days off.

With reference to requests for time off, supervisors will approve or deny leave when submitted. Leave will be considered on a first come, first serve basis. However, should two officers simultaneously request the same days off for vacation or other excused paid leave, the employee with the most seniority will prevail.

Section 8.3 With regard to layoff and recall of officers of the Shawnee Police Department, said actions shall be determined solely on the years of unbroken service as a commissioned police officer within the Shawnee Police Department.

Section 8.4 Seniority shall not be lost by absences due to vacation, illness, injury, authorized leave of absences, or military duty. Seniority shall not accrue during involuntary leave of absences or leave without pay.

Section 8.5 In the event an officer is reclassified to a lower rank, the seniority status held just prior to, and any time accumulated, shall be credited to said lower rank.

Section 8.6 All seniority rights shall be forfeited by:

- a. Resignation;
- b. Discharge unless reinstated after appeal;
- c. Failure to respond to the City within three (3) working days and failure to report within ten (10) working days' notice of recall from layoff, unless time is extended by the City; and
- d. Service or medical retirement.

Section 8.7. The I.U.P.A. and individual officers of the Shawnee Police Department shall have access to a current seniority list.

ARTICLE 9

I.U.P.A. RIGHTS AND RESPONSIBILITIES

Section 9.1 This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, or annexation, transfer or assignment of party hereto, or affected, modified, altered, exchanged in any respect whatsoever by change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

Section 9.2 After written notice to the Police Chief, I.U.P.A. representatives may be granted time off without loss of pay to conduct union business (including without limitation the processing of grievances, attendance at arbitrations, or appearing with members at hearings or interviews). I.U.P.A. representatives may be granted time off without loss of pay to attend union seminars, workshops or conventions, up to an accumulative maximum of eighty (80) hours per contract year. No more than two (2) members per shift may be absent on I.U.P.A. business. A log will be maintained in the office of the Police Chief to record the use of I.U.P.A. business time, and time used shall be initialed by the Police Chief and the I.U.P.A. President or their designees. Time off shall be granted so long as it does not impede the operation of the Police Department as determined by the Police Chief.

Section 9.3 After written notice to the Police Chief, on duty officers will be allowed to attend I.U.P.A. meetings. Attendance of the meeting shall be limited to one (1) hour per month. Attendance of the meetings shall not impede the operation of the department and officers must respond immediately to emergencies.

Section 9.4 After written notice to the Police Chief, union representatives may be granted time off without loss of pay to attend negotiations with the City from fifteen (15) minutes before the meeting, throughout the meeting, and fifteen (15) minutes after. The parties will schedule meetings so as not to impede the operation of the Police Department.

Section 9.5 The City agrees not to discriminate against any officer for his/her activity on behalf of, or membership in the I.U.P.A., or its affiliate organizations.

Section 9.6 The City agrees that I.U.P.A. membership dues shall be deducted from each member's biweekly pay check, and forwarded to the treasurer of the I.U.P.A.. The I.U.P.A. agrees to pay a collection fee of twenty five (25) cents per member, per month.

Section 9.7 The City agrees to provide space located in the police department squad room for an I.U.P.A. bulletin board to be used for posting I.U.P.A. informational notices and business. I.U.P.A. bulletins, notices, and notes may be placed on this I.U.P.A. bulletin board and in officers' mail slots only.

ARTICLE 10

AUTHORITY OF OFFICERS

Section 10.1 The City recognizes that police officers are police officers twenty-four (24) hours a day, seven (7) days a week, with full arrest powers, consistent with the Statutes of the State of Oklahoma, and the Ordinances of the City of Shawnee. As such, officers shall be held to the same standards of conduct off duty as on duty when invoking police powers.

Section 10.2 Cross Commissions:

- a. The City of Shawnee may enter into standard cross-commission relationships with other law enforcement entities with jurisdiction in Pottawatomie County, with the exception of Tribal Law Enforcement entities.
- b. That agreement will reflect that except in case of emergency, other agencies must get approval from supervisors on duty before calling in Shawnee Police Department Employees.
- c. That agreement will reflect that Shawnee Police Department Policies and Procedures control in case there is a conflict with the Policies and Procedures of any other agencies.
- d. The City and IUPA agree that:
 - (i). Holding commissions of another agency is not a requirement to be an SPD officer, and the loss of other commissions does not affect the City of Shawnee commission, although it may result in a reassignment away from a joint task force. Should the City determine that the revocation of commission by the other agency is as a result of conduct which violates the City's policies and procedures (after following provisions of its investigation and discipline policies), the City may impose discipline in accordance with its policies. Loss of an outside agency commission may result in a reassignment away from any joint task force.
 - (ii). The City of Shawnee will provide workers' compensation and liability coverage to officers when they are exercising duties under the cross-commission.

ARTICLE 11

OVERTIME AND HOURS OF WORK

Section 11.1 All officers of the Shawnee Police Department shall be eligible for overtime. Overtime shall be computed on one-quarter (1/4) hour increments for all time in excess of forty (40) hours worked, and/or authorized leave with pay per calendar week at one and one-half (1 1/2) times the regular hourly rate of pay.

Section 11.2 An officer required to return to work after the completion of his/her regular shift, or required to work on his/her regular day off, will be assured of two (2) hours at straight time pay. The provisions of this section shall not apply to officers assigned to standby for call out.

Section 11.3 Officers assigned to standby for call out shall receive compensation in accordance with Section 1 herein above for time worked when called out while on stand by for call out. Officers assigned to standby for call out shall be compensated an additional two (2) hours per day at straight time pay for being on standby.

Section 11.4 Officers, with consent of the Police Chief, may elect the option to accumulate two hundred forty (240) hours compensatory time in lieu of any other provision herein. Compensatory time will accumulate at one and one-half (1 1/2) hours for every hour of overtime worked. The election of compensatory time or pay shall be made within the pay period that the overtime was worked.

Section 11.5 The normal workday for patrol shall consist of ten (10) continuous hours. Management reserves the right to temporarily adjust the hours of work in emergency situations if staffing levels fall below 10 officers for an extended period of time where citizen and officer safety becomes jeopardized. At that point, the chief would discuss with the e-board the reasoning behind the change before implementing. This would be done on a per-shift basis. Lunch and rest breaks shall be considered part of the normal work day. The normal pay period shall consist of fourteen (14) calendar days, with a total of eighty (80) work hours.

Section 11.6 For those working 10 hour shift schedule will be allowed to take a one hour lunch break and will be allowed two twenty (20) minute rest breaks during the shift.

For those working 8 hour shift schedule shall be allowed to take two fifteen (15) minute rest breaks, one for each half of a shift and shall be allowed to take a forty-five (45) minute lunch break.

Every effort will be made by the City to see that the officers receive their breaks; however, should the shift supervisor determine that unusual and emergency circumstances exist so that allowing for a break would disrupt essential or emergency services, breaks will not be allowed.

Section 11.7 Rest periods shall not be taken continuous to the lunch period; neither rest nor lunch periods will be taken immediately after the beginning of the shift or immediately prior to the end of the shift.

Section 11.8 Whenever it will not be disruptive to the operations of the department, officers assigned to K-9 duties will be allowed thirty minutes at the end of the shift devoted to the care and maintenance of his/her assigned dog. The officer will be allowed to perform the care and maintenance either at the station or the officer's home depending on the needs of the animal. The officer shall inform the shift Lieutenant of where the care will occur. In the event the officer is not allowed the thirty minutes of on duty time on the officer's assigned shift for the care and maintenance of his/her dog, the officer will be allowed an additional 30 minutes of compensated time for the care and maintenance of his/her dog for that day. Officers assigned to K-9 duties shall be allowed thirty (30) minutes of compensated time for the care and handling of his/her K-9 for each day the officer is off duty. Any additional time needed for the care, maintenance and training of the assigned K-9 must be approved in advance by the shift Lieutenant, except in the case of emergency.

ARTICLE 12

TRAVEL ALLOWANCE

Section 12.1 If an officer is subpoenaed out of the City of Shawnee for court proceedings which may arise from his/her employment as an officer of the Shawnee Police Department, or if he/she is required by the City to attend training school, the City shall supply the officer with a departmental vehicle or other suitable transportation. If in either instance it becomes necessary for an officer to use his/her privately owned vehicle, the City agrees to pay the current rate per mile as established by the Internal Revenue Service, provided prior approval is given by the Police Chief. Provided further, the City agrees only to the provisions as described in this Article for reasonable to and from travel time.

ARTICLE 13

UNIFORMS, EQUIPMENT, AND

REPLACEMENT POLICIES AND ALLOWANCES

Section 13.1 Each officer of the Shawnee Police Department shall be allocated one thousand (\$1,000) dollars per year for the purchase, cleaning, and repair of uniforms and accessories.

Section 13.2 Allocations will be made directly to each individual officer on or as near as practical to August 1st during this Agreement. All new officers hired after the clothing and cleaning allowance has been allocated will also receive the twelve hundred (\$1,200) dollars; provided, however, no officer shall receive more than twelve hundred (\$1,200) dollars during the fiscal year.

Section 13.3 Personal property reasonably needed by officers while on duty which is damaged or destroyed while they are performing their duty shall be repaired or replaced at a dollar value acceptable to and approved by the City. The City will only provide reimbursement for the cost of replacing a personal item if it is replaced with an item of substantially similar value and quality as the damaged item (i.e. the City will not pay for an "upgrade" of an item). The City will only reimburse employees for the actual cost to the employee of replacing the items (e.g. where employees have vision insurance, the City will only reimburse the employee for the cost "to the employee" of replacing the eyeglasses, not the total cost of the eyeglasses). There shall be a maximum amount the City will pay for certain items. Generally speaking, the City will pay no more than one hundred fifty (\$150.00) dollars. For watches, the cap shall be fifty (\$50.00) dollars. Prescription eyeglasses (including prescription sunglasses) shall not be subject the cap. The City will replace cell phones damaged while used in the line of duty at full replacement cost and such will be exempt from any cap.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 14.1 The I.U.P.A. or any officer of the Shawnee Police Department covered under this Agreement may file a grievance within twenty (20) calendar days of alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 14.2 The I.U.P.A. President, or his authorized representative, may report an impending grievance to the Police Chief in an effort to forestall its occurrence.

Section 14.3 Any controversy between the City and the I.U.P.A. or any officer concerning the interpretation, enforcement, or application of any provision of this Agreement, shall be adjusted in the following manner:

- a. The grievance shall be submitted in writing by the officer, and the IUPA, to the Police Chief, or his designee, within twenty (20) days of the alleged occurrence. The answer shall be submitted in writing by the Police Chief or his designee within twenty (20) calendar days to the officer(s) involved, and to the I.U.P.A. President.
- b. If the grievance is not settled by the provision of Section 3a of this Article, it shall be submitted in writing to the I.U.P.A. Grievance Committee. Within twenty (20) calendar days of the Chiefs written response, the I.U.P.A. Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms of and the conditions of this Agreement.
 - (i) If the I.U.P.A. Grievance Committee finds a grievance does exist, the Grievance Committee shall submit, in writing, the grievance to the City Manager for adjustment; or
 - (ii) If the I.U.P.A. Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.
- c. The City Manager shall submit his answer in writing to the I.U.P.A. Grievance Committee and to the officer involved within twenty (20) calendar days. If the City Manager and the I.U.P.A. Grievance Committee have not settled the grievance within twenty (20) calendar days, either the City or the I.U.P.A. may submit the grievance to arbitration for adjustment as follows:

- d. A request shall be made for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. As an alternative, the parties may agree to use any arbitrator who has been approved to serve as a mediator or arbitrator under the State Merit System or who has been approved to serve as a mediator or arbitrator by the United States District Court for the Western District of Oklahoma.
- e. Unless one of the alternative options set forth above has been utilized by the parties, within fifteen (15) calendar days from receipt of such panel, a representative of the I.U.P.A. and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
- f. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set within fifteen (15) calendar days from the date the arbitrator is notified of his/her selection.
- g. After the conclusion of the hearing, the arbitrator shall issue written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the I.U.P.A. and the City.
- h. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- i. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievance.
- j. The cost of the impartial arbitrator shall be shared equally between the I.U.P.A. and the City. If a transcript of the proceedings is requested, the party so requesting shall pay for it.

Section 14.4 All time limits set forth in this Article may be extended by mutual consent, but, if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he/she shall have no further right to continue the grievance. If the date an action is to take place falls on a Saturday, Sunday, or legal holiday as set forth in Article 15, then the act shall be performed on the next regularly scheduled business day.

Section 14.5 It is specifically and expressly understood that filing a grievance under this Article, which has its last step, arbitration that is final and binding, constitutes an election of remedies and a waiver of any and all rights of the parties, the I.U.P.A. and City or representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure in any court or other appeal forum. The only exception to this rule is that either party may seek to vacate any decision of an arbitrator contemplated herein under the following conditions.

- a. Where procured by corruption, fraud, or other undue means;
- b. Where the arbitrator was guilty of partiality, corruption, or misconduct;
- c. Where the arbitrator exceeded his powers or so imperfectly executed them that a final, definite and mutual award upon the subject matter submitted was not made;
- d. Where the award is in violation of state and/or federal law.

ARTICLE 15

HOLIDAYS

Section 15.1 All officers shall be entitled to eleven (11) holidays per calendar year. The authorized holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Friday After Thanksgiving Day
Christmas Eve Day	December 24th
Christmas Day	December 25th

Section 15.2 The City agrees that, if a holiday provided in the above schedule falls on an officer's regularly scheduled day off, the officer shall be paid his/her regular rate of pay for the holiday, or the officer may elect to take equivalent time off during the following twelve (12) months, provided the normal operations of the Shawnee Police Department are not impeded. At no time shall an officer have an excess of eleven (11) accrued holidays.

Section 15.3 The City agrees that, if an officer is required to work on a holiday provided in the above schedule, the officer shall be compensated at his/her regular rate of pay for the holiday plus one and one-half (1 1/2) times the regular rate of pay for the hours actually worked on the holiday.

Section 15.4 An officer on an authorized leave with pay on the day the holiday falls or if the holiday falls on his/her regular day off, the officer shall be paid for the holiday and his/her paid leave for that day shall be extended to be taken off at another time. Holidays shall not be construed to build up time over forty (40) hours in a calendar week.

Section 15.5 No officer shall be compelled to split his/her days off without his/her expressed consent.

Section 15.6 Patrol supervisors shall not be compelled to take a holiday if it is their regularly scheduled working day and they choose to work rather than take off.

Section 15.7 Upon separation from City service, an officer shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

Section 15.8 Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

ARTICLE 16

VACATIONS

Section 16.1 All officers shall receive vacation time in accordance with the number of years continuous service with the City, as follows:

<u>Years</u> <u>Service</u>	<u>Biweekly</u> <u>Accrual</u>	<u>Yearly</u> <u>Accrual</u>	<u>Maximum</u> <u>Accrual</u>
1 - 5	3.08 hours	80 hours	160 hours
5 - 10	4.62 hours	120 hours	240 hours
10 - 15	6.15 hours	160 hours	320 hours
15 and above	7.70 hours	200 hours	400 hours

Section 16.2 Officers may use vacation in any manner they choose, so long as the normal operations of the Police Department are not impeded.

Section 16.3 Upon separation from City service, an officer shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

Section 16.4 Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

ARTICLE 17

SICK AND EMERGENCY LEAVE

Section 17.1 Sick leave may be taken when an officer is unable to perform his/her duties because of a personal injury or illness. The supervisor on duty shall be notified one (1) hour prior to taking sick leave.

Section 17.2 An officer shall accrue sick leave at the rate of 4.62 hours per biweekly pay period. The maximum accrual shall be nine hundred sixty (960) hours.

Section 17.3 In the event of death, serious injury or illness in the immediate family, an officer may be granted emergency leave. Emergency leave shall be leave with pay charged to sick leave and shall not exceed three (3) consecutive work days. However, in an extreme situation, emergency leave may be extended by the City Manager. Immediate family shall be defined as follows: Spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, former guardian, grandparent, or grandchild.

Section 17.4 Officers shall receive one (1) additional vacation day on December 31st, provided no sick leave was used during the previous twelve (12) months of uninterrupted employment. The additional vacation day will not be lost if the vacation accrual at December 31st is at the maximum allowed.

Section 17.5 To encourage the prudent and proper use of the sick leave benefit described in Article 17, the following cash inducement is agreed to: Upon retirement, Officers shall, receive the cash equivalent of one third (1/3) of their total sick leave hours available as of their retirement date, at the hourly dollar rate which the Officer is currently receiving, up to a maximum of three hundred twenty (320) hours.

Section 17.6 The Police Chief, or his designee, when requested by a pregnant member or her doctor, and upon certification of such pregnancy by the attending physician, shall provide limited duty to her if she is assigned to field duties or to other duties that might be hazardous to her and/or her unborn child. She shall continue on such limited duty unless she requests the use of Vacation Leave, Sick Leave, Compensatory Time, or leave available under the Family and Medical Leave Act of 1993.

Section 17.7 Fathers may be granted paternity leave in the form of Sick Leave, Vacation Leave, Compensatory Time or leave available under the Family and Medical Leave Act of 1993.

Section 17.8 An officer may elect to take unused vacation, compensatory time, holiday leave and 1/3 sick leave and convert the unused leave into Terminal Leave upon the approval of the Chief of Police. The officer must sign an irrevocable letter of retirement with the date of separation to be the end of terminal leave. The officer will not be subject to recall, will not have police powers, will

not be eligible for a vehicle, will not accrue leave or be paid for holidays, will surrender his badge, commission, department issued handgun and all other department equipment on the date terminal leave begins and will not be eligible for worker's compensation during terminal leave. The officer may start another career while on terminal leave status so long as that new career does not reflect poorly on the Department or the City of Shawnee, as determined by the Chief of Police. At the end of terminal leave, the officer shall receive the items listed in Policy 203.

ARTICLE 18
MILITARY LEAVE

Section 18.1 Military leave shall be granted to eligible officers as provided by State Statutes.

- a. For information only, State Statutes currently provide for thirty (30) days paid leave per federal fiscal year.
- b. Officers shall notify their Supervisor of their military schedule as soon as possible after the schedule becomes available.

ARTICLE 19

INJURY AND WORKERS' COMPENSATION

Section 19.1 All officers shall be covered by the provisions of the Workers' Compensation Act during the performance of their duties. An officer injured while performing his/her assigned duties shall be entitled to the provisions of the Workers' Compensation Act. No officer on occupational injury leave shall receive a combination of workers' compensation and salary in excess of or less than his/her regular pay.

Section 19.2 When an officer has been injured during the performance of his/her duties, he/she must report the injury as soon as possible, regardless of the extent, to the immediate supervisor. If the officer is unable to do so, the supervisor must make the report.

Section 19.3 The officer must notify the Personnel Director within seven (7) days after the initial treatment by any physician other than the designated City physicians.

Section 19.4 An officer on workers' compensation paid leave shall exercise reasonable and necessary care during the recuperation process.

Section 19.5 Any officer injured while performing his/her assigned duties and absent from work for more than one (1) shift shall not be charged with his/her accrued sick leave. The officer shall be limited to six (6) months, as in accordance to the pension law (11 O.S. Supp. 1993 § 50-116.1). Sick leave will be accrued while off duty because of an on-the-job injury.

Section 19.6 Limited ("Light") Duty may be made available to employees who are temporarily disabled due to an on-the-job injury or job-related illness.

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

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

- Taking reports
- Checking pawnshops
- Assisting in records entry, filing, etc.
- Background checks for licenses issued by City
- Investigation that can be done by telephone or computer
- Answering telephone

Assisting in dispatch
Assisting as bailiff in municipal court
Computer/Phone/Records searches for warrant service
Telephone contacts for warrant service
Planning, mapping, telephone assistance in EOC
Inventory
Evidence collection and organization
Accreditation

Procedure:

1. The employee will have his attending physician complete a work status form listing all work restrictions or special assignments.
2. The employee will submit the report to the Chief of Police.
3. The employee will provide a follow up physician's re-evaluation and report every thirty days (30) or more frequently if requested. If the physician's restrictions are changed, the City may adjust or end the light duty status. The Light Duty status will be extended in thirty day increments, depending on the physician's findings, but shall not exceed ninety days.
4. The Chief of Police, in consultation with the Human Resources Director, will determine whether there is a position where the employee can provide assistance within reasonable accommodations, and will re-evaluate at least every thirty days.
5. Copies of all evaluations and assignments will be placed in the employee's confidential medical file .
6. Should the employee's disability or restrictions become permanent or an extension of limited duty not be granted, this limited duty provision shall come to an end and the employee shall be evaluated in accordance with other leave, retirement, or assignment policies of the City of Shawnee and applicable law.

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

If an employee's restriction includes number of hours he can work, he may be granted limited duty for those hours with the remainder of his regular pay as injury (workers' compensation) leave.

Section 19.7 Officers shall comply with work restrictions imposed by the officer's treating physician. Officers shall not engage in any secondary employment or other activities that would be in violation of restrictions imposed by the officer's treating physician. Officers that are restricted from returning to police duties will be prohibited from secondary security work until the officer is returned to full duty.

ARTICLE 20

HEALTH AND LIFE INSURANCE

Section 20.1 The City agrees to make group health insurance coverage available to all officers and their dependents.

The City agrees to contribute the following amounts (per month) toward insurance coverage for fiscal year 2015-2016:

Employee:	\$391.64
Employee/Spouse	\$735.36
Employee/Child(ren)	\$687.10
Family:	\$951.30

Section 20.2 The City agrees to provide all officers with life insurance at no cost, in at least the following amounts:

Death Benefit	\$20,000
Accidental Death	\$20,000
Dismemberment, up to	\$20,000

ARTICLE 21

EDUCATIONAL INCENTIVE AND TUITION ASSISTANCE

Section 21.1 Educational Incentive - The City agrees to compensate officers educational incentive for successful completion (letter grade of "C" or better for each college hour) of college credit hours, applicable to a degree in the field of police protection. The City agrees to compensate officer's educational incentive for successful completion of a degree in the field of police protection regardless of the letter grade. Upon receipt of an officially sealed college transcript, the City shall pay officers incentive as per the following schedule:

<u>College Credit Hours</u>	<u>Hourly Rate</u>
32	0.12
66 (or Associate Degree)	0.23
90	0.35
124 (or Bachelor's Degree)	0.46

The above schedule shall apply to all officers as they become eligible. The amount now being paid officers for college credit hours shall remain the same until such time as the above schedule exceeds the amount they presently receive.

Section 21.2 Tuition Assistance - Tuition reimbursement requires the budgeting of funds. Officers are required to provide the City with advance notification for the purpose of budgeting funds for reimbursement. Tuition assistance for officers of the Shawnee Police Department will be provided for those officers who have requested courses prior to enrollment, and which are administered by an accredited college, university or technical training center. The request, with a list of courses to be taken, will be submitted by the officer to the Police Chief for final approval by the City Manager. To be acceptable for reimbursement of tuition and books, each course must provide training which will tend to improve the services which an officer was hired to perform, and be completed with a grade of "C" or better. Reimbursement will be limited to the going rate, per credit hour, for tuition at a Public Oklahoma State University, during the semester in which the course is taken. The City will not reimburse for fees assessed by the institution, such as parking, activity fees, and the like. Upon successful completion of the course(s) each semester, the officer will initiate a claim for reimbursement by presenting an itemized receipt and a copy of the grade report from the college, university or technical training center.

- a. All officers shall be reimbursed in full no later than forty-five (45) calendar days from the day on which the copies of the grade report and paid receipts are submitted to the Police Chief's office.
- b. Any officer who is attending any school, college, or university, and who has so notified the Police Chief and shift supervisor ten (10) days prior to the first day of class, shall receive reimbursement for tuition and books purchased, in the event that his work shift and/or days off is changed so as to prevent attendance at the classes.

ARTICLE 22

INCENTIVE PAY

The parties agree that incentive pay shall be deemed "grand-fathered" for those members receiving the incentive pay prior to June 30, 2000, and incentive pay shall continue for all officers receiving incentive pay prior to June 30, 2000 (except those incentives specified below), provided that any re-certification requirements must be maintained.

Section 22.1 Firearms Proficiency Incentive - The City agrees to compensate officer's firearms proficiency incentive to officers who meet the standard as per the following:

<u>Level</u>	<u>Standard</u>	<u>Hourly Rate</u>
7. Marksman	85%- 90%	\$.20
8. Sharpshooter	95%- 100%	.30

The incentive course shall be the current CLEET qualifying course. The officer's qualifying score shall also be his/her incentive score. The combined qualification/incentive shoot shall be conducted on an annual basis, during August, September, or October, and shall be certified by a CLEET qualified firearms instructor or a CLEET certified range line safety person. Dates and times shall be selected and posted by the Police Chief. The targets and course of fire for the incentive shoot shall be in accordance with the current applicable CLEET standards.

Firearms proficiency incentive compensation shall be paid upon certification approved by the Police Chief and forwarded to the Personnel Office.

The City shall provide officers the ammunition needed to qualify. If an officer fails to obtain the Marksman or Sharpshooter level he/she shall be provided with ammunition for two (2) additional attempts to be completed by the end of the scheduled qualification date(s). Alternative or additional days will be selected by the Police Chief if conditions exist (i.e., inclement weather, etc.) that would tend to lower qualification scores.

The City shall furnish officers with one hundred (100) rounds of practice ammunition per month for their department issued duty handgun or approved personal carry handgun provided said handgun is of the same caliber as the department issued handgun.

Section 22.2 Field Training Officers will receive an additional one (1) hour of compensable time for every shift the FTO is assigned a trainee.

ARTICLE 23

LONGEVITY

Section 23.1 To encourage career service, longevity pay shall be granted in addition to the base wages as shown on Appendix A. It shall be based upon the total years of continuous service with the City.

Section 23.2 Longevity shall be computed based on the last date of hire with the City, as per the following schedule:

<u>Years of Continuous Service</u>	<u>Hourly Rate</u>
4	\$.22
5	.26
6	.32
7	.36
8	.40
9	.46
10	.50
11	.54
12	.58
13	.64
14	.68
15	.72
16	.78
17	.82
18	.86
19	.92
20	.96

Section 23.3 Longevity shall be included with the regular base wages and paid biweekly.

Section 23.4 The above schedule shall apply to all officers as they become eligible. The amount now being paid officers shall remain fixed until such time that the above schedule exceeds the amount they presently receive.

ARTICLE 24

WAGES

Section 24.1 All officers of the Shawnee Police Department shall receive wages according to Appendix A of this Agreement.

Section 24.2 The following indicates both the classification and pay range of the positions covered by the Agreement:

Classification	<u>Pay Range</u>
Police Officer	01
Corporal	05
Sergeant	20
Lieutenant	25
Captain	30

Section 24.3 Upon completion of 6 months satisfactory service probationary officers shall be advanced to Step B. Upon satisfactory completion of the 12-month probationary period officers shall be advanced to Step C. Each year thereafter, on their anniversary date, officers shall be eligible for a merit step increase unless they are in the top step. Anniversary date shall be defined as the date officers obtained their current classification. The merit step increase shall be based on receiving a standard or above rating on the Employee Performance Evaluation.

ARTICLE 25

PROHIBITION OF STRIKES

Section 25.1 It is agreed that there will be no strikes during the term of this Agreement or any extension thereof.

"Strike shall mean the concerted failure to report for duty, the willful absence from one's position, unauthorized holidays, sickness unsubstantiated by a physician's statement, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. Nothing contained in this Article shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same does not interfere with the full, faithful, and proper performance of the duties of employment."

Section 25.2 Violations of Section 1 of this Article shall be grounds for disciplinary action, including discharge for any or all of such employees involved, provided, however, such employees shall have the right to a determination as to whether a violation has occurred in accordance with 11 O.S. Section 51-101; provided, further that disciplinary action, including discharge, shall be for just cause.

Section 25.3 Upon notification in writing by the City to the I.U.P.A. that certain of its officers are allegedly engaged in one or more of the prohibited activities listed in Section 1 of this Article, the I.U.P.A. shall immediately, both publicly and in writing, order such officers to return to work at once, and to discontinue such prohibited conduct. Such notification by the I.U.P.A. shall not constitute an admission by it or any of its officers that any of the prohibited activities are actually in process or have taken place. The notification shall be made solely on the representation of the City. In the event any one or more of the prohibited activities occurs, the I.U.P.A. agrees to take all reasonable effective and affirmative action to insure that all officers perform their regular duties as promptly as possible, as provided by law.

ARTICLE 26

SAVINGS CLAUSE

Section 26.1 If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and, to this end, the provisions of this Agreement are severable.

Section 26.2 All amendments to this Agreement shall be numbered, dated, and signed by the City and the I.U.P.A., and shall be subject to the provisions of this Agreement, unless the terms of said amendments specifically delete or change a provision of this Agreement; and all amendments shall become a part of this Agreement as if specifically set forth herein.

Section 26.3 Any appendices to this Agreement shall be numbered, dated, and signed by the City and the I.U.P.A., and shall be subject to the provisions of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement; and all appendices shall become a part of this Agreement as if specifically set forth herein.

ARTICLE 27

ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

Section 27.1 Policy Statement: The City recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol, or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing, or being under the influence of an illegal chemical substance and/or alcohol during working hours while on City property, or while using City equipment, will be subject to discipline up to, and including, termination of employment.

Section 27.2 Effective Date: This policy will be effective 10 days after ratification of the Collective Bargaining Agreement and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 27.3 Application: This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §§ 551 *et seq.*, as amended ("the Act") and, where relevant, with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Part 40.

Section 27.4 Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but before final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug and/or alcohol test will be considered as a refusal to undergo a test.

Section 27.5 For Cause Testing: The City may request or require an employee to undergo drug or alcohol testing at any time it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- a. Drugs or alcohol on or about the employee's person or in the employee's vicinity,
- b. Conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
- c. A report of drug or alcohol use while at work or on duty,
- d. Information that an employee has tampered with drug or alcohol testing at any time,
- e. Negative performance patterns, or
- f. Excessive or unexplained absenteeism or tardiness;

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

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

Section 27.6 Post-Accident Testing: Post-accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post-accident alcohol and/or drug test may use any alcohol and/or drugs of any kind following the accident until he/she undergoes the post- accident testing.

Section 27.7 Random Testing: The City may, at various times, randomly select members for unannounced random testing for drugs and/or alcohol:

Section 27.8 Scheduled, Periodic Testing: The City may require an employee to undergo drug and/or alcohol testing as part of a routinely scheduled employee fitness for duty medical examination or in connection with the employee's return to duty from a leave of absence.

Section 27.9 Post-Rehabilitation Testing: The City may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to 2 years after the employee's return to work following a confirmed positive test result or following participation in a drug and/or alcohol dependency program. Post-rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 27.10 Universal Testing. The City will test every employee at least once each contract year. The universal testing program will be separate from the Random Testing in terms of selection, but the procedures shall otherwise be the same. As a result, some employees will be tested more than once during the contract year.

Section 27.11 Substance for Which Tests May Be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, steroid, or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA).

Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 27.12 Methods and Documentation: All methods of collection and documentation of such shall be pursuant to 40 O.S. 2001 §§ 551 *et seq.*

Section 27.13 Costs: The City is responsible for all costs associated with drug and/or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within 24 hours of receiving notice of a positive test result to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 27.14 Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug and/or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 27.15 Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret, and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee before notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

Section 27.16 Confidentiality: The City will treat all test, and all information related to such test, as confidential materials. All records relating to drug testing will be kept separate from personnel records. The records are the property of the City, but will be made available to the affected applicant or employee for inspection and copying upon request, and these records will also be available for review by the City's Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records:

- a. To comply with a valid judicial or administrative order;
- b. As admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City is named as a party in the case or proceeding; or
- c. To employees or agents of the City who need access to the records in connection with the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 27.17 Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug and/or alcohol test. Action taken will be subject to the CBA grievance procedure.

a. Employees who approach the City an hour before any testing begins may ask for referral to the Employee Assistance Program and a chance to enter a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to 2 years. Employees who have been offered the opportunity to participate in a rehabilitation program will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug and/or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a "return to work" test no sooner than 2 weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this Policy will be subject to disciplinary action.

b. An employee who has a positive test result after returning from rehabilitation will be terminated. Any future recurrence of abuse with the same or any other substance will result in termination of employment.

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

Section 27.18 Prohibitions: No employee may report for duty within 4 hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol or use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment, or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 27.19 Responsibilities of Individuals: To comply with the provisions of this Policy, each employee assumes the following responsibilities:

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

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

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

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

ARTICLE 28

POSITION OF CORPORAL

Section 28.1 Upon the completion of a minimum of four years of service as a Shawnee Police Officer, and upon obtaining, at a minimum, a C.L.E.E.T. Intermediate Law Enforcement Certification, or upon completion of four (4) years of active duty military service (actual time spent on active duty or actual drill time in the Military Reserve or National Guard may be credited toward the four year requirement), an officer shall automatically advance to the rank of Corporal. However, officers on disciplinary probation or suspension shall not be eligible for advancement to the rank of Corporal until completion of the probation or suspension.

Section 28.2 Officers who believe they meet the qualifications set forth above must submit notification to the Chief of Police in writing, attaching a copy of his/her C.L.E.E.T. Certification and/or military service record(s). The change in status shall become effective beginning with the pay period following written notification to the Chief of Police, providing there is no dispute as to satisfaction of qualifications. Any Officer refused advancement to the rank of Corporal shall be entitled to the grievance rights set forth in this agreement.

Section 28.3 The rank of Corporal shall be deemed a non-supervisory rank, but Corporals shall serve as mentors to newer officers. The compensation for such rank shall be as set forth in Addendum "A" hereto. In the event that a Lieutenant or Sergeant is not available for all or part of a shift, the Corporal with the most time in rank shall be designated as the acting supervisor for that shift or part thereof. An announcement of such designation shall be made at the beginning of the shift or as soon thereafter as is practicable. The Corporal so designated may direct and supervise the patrol officers on the shift to ensure the orderly and efficient performance and completion of assigned duties and reports and to ensure the proper use, care and maintenance of department property. The Corporal may not discipline an officer on the shift. If the Corporal assigned temporary supervisory duties believes that discipline may be warranted, he/she will prepare a written report and submit the same to the shift Lieutenant. If the Corporal believes that immediate action is necessary for the safety and well being of the officer, the department and the citizens of the community, he/she is to contact the Chief of Police or his/her designee for guidance. Any Corporal who is designated as the acting supervisor and who serves in that capacity for four (4) or more hours during a shift shall receive compensation for that shift at the Step A rate for Sergeants as outlined in Addendum "A."

ARTICLE 29

PROMOTION POLICY

SECTION 29.1 All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein.

SECTION 29.2 It is the purpose of this procedure to assure all employees an equal opportunity to compete in promotional examinations which shall be free of favoritism, personalities and politics. The goal of this procedure is to select the most qualified individual available for the position in an organized and orderly manner.

SECTION 29.3 The Chief of Police will designate an officer to serve as test administrator for all promotional testing. The test administrator will administer the promotional examinations in accordance with this policy.

SECTION 29.4 Written promotional tests shall be developed specifically for the Shawnee Police Department, and for the individual ranks to be tested, specifically: Sergeant, Lieutenant, and Captain. The tests shall be developed by a mutually agreed to outside source.

The subjects of the tests questions shall be limited to Oklahoma Titles 47 and 21, Shawnee City Ordinances relating specifically to Criminal and Traffic Laws, Shawnee Police Department Policies and Procedures, and the Collective Bargaining Agreement between the City of Shawnee and the Shawnee Police Association.

All test questions shall have multiple choice answers only. The pass point for the written tests shall be 70%, provided that 70% is an achievable score, as determined by the test developer.

The tests shall be maintained, administered, and graded by the same source that developed the test in order to maintain the confidentiality of the test questions and answers.

SECTION 29.5 After the written tests have been graded, the test administrator will review the test with each individual candidate. The test review shall be complete, including allowing each candidate to review his/her answer sheet, and providing correct answers to any missed questions. Each candidate shall be informed of his/her test score. All test scores will be posted by social security number following completion of the written test phase.

SECTION 29.6 The date a vacancy is announced shall serve as the determining date of eligibility for time in grade requirements, or time of service requirements, for the announced promotion.

SECTION 29.7 Vacancy announcements shall be posted for thirty (30) days prior to the date of the beginning of the examination process. The announcement shall include the job description for the vacant position, and the date, time, and location for each phase of the promotional testing.

Test questions shall be obtained from materials available to all applicants. A list of these materials shall be posted in conspicuous places throughout the Police Department at the same time the vacancy is announced and posted, and this list of materials shall remain posted for thirty (30) days prior to the date of examination.

SECTION 29.8 The top six (6) candidates, that score 70% or above on the written test, shall qualify to compete in the assessment process. In the event of a tie for the sixth position, all officers tied for that position shall be permitted to compete in the assessment process.

SECTION 29.9 The Chief of Police shall establish an assessment board of three (3) police officers of equal or higher rank to the vacancy being filled. All assessors shall be formally trained in the assessment process. All assessors shall be from police departments of cities with a population of 15,000 or greater. **No assessors shall be from within the Shawnee Police Department.**

SECTION 29.10 The competitive assessment process shall focus on job knowledge, poise, leadership abilities, verbal communication skills, written communication skills, and other skills as specified in the vacancy announcement.

SECTION 29.11 The first phase of the assessment process shall be a review of the written test results of each of the candidates by the assessment board. The written test score will be calculated into the final ranking, and will be one of four scores that shall be averaged by the assessment board.

The second phase of the assessment process shall be the review of each applicants personnel file covering the previous three (3) years. Each candidate shall be present during their review process and will be given the opportunity to clarify or correct any material or information presented to the board. The personnel file review will be scored and averaged into the final score.

The third phase of the assessment process shall be an interview with each candidate. This interview will be to determine what strengths and weaknesses each candidate believes he/she brings to the position. The interview will be scored and averaged into the final score.

The fourth phase of the assessment process shall be a situational, or scenario, examination to determine how each candidate responds to specific situations. The situational phase shall be scored and averaged into the final score.

This shall be the final exercise of the assessment process.

SECTION 29.12 The assessment board will confer and develop a written consensus report identifying the top candidate, specifically addressing the skills, knowledge and abilities demonstrated by that individual during the assessment process. The top candidate, as determined by the assessment board, shall be the individual promoted to the vacant position.

SECTION 29.13 The assessment board will rank all remaining applicants in descending order and provide this list to the Chief of Police. This list will be posted for one (1) year following the completion of the assessment process. All vacancies in that rank occurring during the next twelve (12) months shall be filled from this list, in descending order.

In the event an individual declines to be promoted, the next individual on the list shall be promoted. However, the person that declined promotion shall maintain his/her position on the list for the remainder of the term of the list.

Each candidate shall be provided with his/her assessment board scores. Assessment board scores for all candidates shall be posted by social security number.

SECTION 29.14 All applicants, for promotion to any rank, must not have been reduced in grade within the last twelve (12) months, and must not be on disciplinary probation or disciplinary suspension on the date of examination.

SECTION 29.15 Eligibility to test for the rank of Sergeant shall be limited to Corporals with three (3) years' time in grade and who hold a C.L.E.E.T. Intermediate Law Enforcement Certificate. Applicants testing for the rank of Sergeant shall be subject to competitive selection through the assessment process.

SECTION 29.16 Eligibility to test for the rank of Lieutenant shall be limited to Sergeants with three (3) years time in grade. In addition, it will be required that all Sergeants testing for promotion to Lieutenant to have served a minimum of twelve (12) months as a supervising Sergeant of commissioned police officers. Applicants testing for the rank of Lieutenant shall be subject to competitive selection through the assessment process.

SECTION 29.17 Eligibility to test for the rank of Captain shall be limited to Lieutenants with three (3) years time in grade. In addition, it will be required that all Lieutenants testing for promotion to the rank of Captain to have served a minimum of twelve (12) months as a supervising Lieutenant of commissioned police officers. Applicants testing for the rank of Captain shall be subject to competitive selection through the assessment process.

SECTION 29.18 All newly promoted officers shall be required to complete their six (6) month probationary period on regular assignment. All Sergeants and Lieutenants will be required to complete twelve (12) months of supervision of commissioned police officers before being promoted to the next rank. **The time in grade requirements specified within this policy shall not be waived.**

SECTION 29.19 Upon promotion to the rank of Sergeant, Lieutenant or Captain, the officer's initial rate of pay will be determined by the officer moving to the first step in the pay scale for the newly acquired rank.

SECTION 29.20 In the event of a dispute arising from this process, it shall be handled as a grievance in accordance with the existing labor management contract. However, grievances resulting from the promotional process must be presented to the Chief of Police within three (3) days of the completion of the assessment process.

If the promotion outcome is in question as the result of a grievance the promotion will not be announced until the grievance is resolved.

If the outcome of the promotion is not affected by the grievance, the promotion shall be announced on the seventh (7) day following the completion of the assessment process. If no grievances are presented within three (3) days of the completion of the assessment process the promotion announcement shall be made on the seventh (7) day following the completion of the assessment process.

ARTICLE 30

INDIVIDUALLY ASSIGNED VEHICLE PROGRAM

SECTION 30.1 The take-home-vehicle program increases the number of police units available to respond to the scenes of reported crimes or other urgent calls for assistance. The program will increase police presence and display to citizens that there are police ready to respond when needed, thereby contributing to their peace of mind. The program enhances the police department's ability to summon off-duty officers in emergencies and have them report in equipped police cars directly to the site where they are needed. The program will improve the maintenance and reliability of police cars by placing the responsibility for personal care of each car on an individual officer.

SECTION 30.2 Police vehicles will not be utilized for off duty employment or personal use. Exceptions to this requirement may be granted by the Chief of Police for off duty security employment such as: Shawnee Public School activities, *i.e.*, football games. Police vehicles will not to be used for transporting non-police personnel, except for official police business or emergencies.

SECTION 30.3 Officers allowed the use of a police vehicle for commuting purposes that acquires 6 or more points on his/her departmental driving record shall forfeit his/her privilege to use the City vehicle for commuting. Reinstatement of the privilege to use a City vehicle for commuting may be made only after ALL points are removed from his/her departmental driving record.

SECTION 30.4 Officers shall be held accountable for the care and cleaning of the unit permitted to be used for commuting.

SECTION 30.5 Condition of Vehicles: Prior to issue, an inventory/inspection of all city- owned property with the vehicle, including serial numbers, will be completed and shall be maintained by the Shawnee Police Department Fleet Supervisor. All vehicles within this program will have basic equipment in them furnished by the department. Any additional equipment must be approved by the Chief of Police before installation. Weapons are not to be stored in police units used for commuting. Shift supervisors are responsible for regular inspection of vehicles, for proper equipment and condition of vehicles. Inspections will include:

1. Interior, exterior, trunk, engine compartment, and equipment.
2. The assigned officer will correct any discrepancies identified during the inspection by the end of the shift, if possible.
3. Sensitive material related to law enforcement will be removed from a vehicle left for repairs or service.

Damage incurred on or off-duty to the vehicle or equipment, whether by accident or the result of intentional acts of vandalism will be reported by the officer assigned to the vehicle as soon as it is discovered. In addition to any required offense report, the officer will submit a written report to the Chief of Police outlining the circumstances of the damage. Damage caused by negligence or abuse may be cause for disciplinary action.

SECTION 30.6 Eligibility: The City shall have the right to determine the number of police vehicles available to be assigned as take home units. The following condition will apply to the assignment of take home units:

1. Vehicles will be assigned based upon seniority.
2. Officers assigned a take-home unit shall live within an eleven mile radius of the Shawnee City Hall. The Chief of Police may approve take-home units for officers who live beyond the eleven mile radius if the officer is assigned to special duties.
3. If the City does not provide a sufficient number of vehicles for all eligible officers to have an assigned take-home unit, officers with the least seniority will be required to utilize an assigned pool car, and share that car with other officers as assigned.
4. Officers must have successfully completed the Field Training Program to be eligible for a take home vehicle.
5. Vehicles will be assigned to each officer by unit number and driven only by the assigned officer, except when directed otherwise by a supervisor.
6. The officer assigned to each vehicle is responsible for cleaning the interior and exterior of their vehicle. The officer assigned is also responsible for seeing that regular maintenance is performed, as scheduled by the Shawnee Police Department Fleet Supervisor or the City of Shawnee Garage Superintendent.
7. Upon receiving a take home unit, each officer shall sign for receipt of the vehicle.

SECTION 30.7 Vehicle parking and Storage: Take-home vehicles will be primarily parked at the residence of the officer during off-duty hours. Off-street parking is preferred. The vehicle should not be garaged unless:

1. The officer lives outside the 11 mile radius.
2. The officer lives in a neighborhood where the neighborhood covenants dictate where a vehicle may be parked.
3. The officer's residence will be vacant for more than 72 hours while that officer is taking vacation or other time off.
4. During inclement weather.

Vehicles will be returned and stored at the city shop or another area designated by the Chief under the following conditions:

- I. Vacation or days off when an officer's residence will be vacant for more than 72 hours and the vehicle cannot be garaged or placed out of public view.
2. On the job injury.
3. Other circumstances which may be directed by the Chief of Police.

ARTICLE 31

SENIORITY SHIFT SELECTION

SECTION 31.1 Each officer assigned to patrol shift duties shall be allowed to select his/her shift assignment on an annual basis, based upon seniority within each rank.

The Chief of Police shall provide the President of the Local, or his/her designee, with a breakdown of each shift, specifying the number of Lieutenants and Sergeants to be assigned to each shift, and the total number of officers to be assigned to each shift, no later than April 15th of each year. The Chief of Police shall also provide the Local with a list of officers, by rank, along with the seniority date of each officer who will be making a seniority shift assignment selection, no later than April 15th of each year.

The Local shall return to the Chief of Police a completed shift selection sheet reflecting shift selections based upon seniority no later than May 15th. The shift selection list will become final as of June 1st, and will be posted at that time. Seniority shift changes will take effect on the first Sunday in July of each year.

SECTION 31.2 Corporals will select before officers holding the rank of Patrol Officer, who shall select last.

APPENDIX A

HOURLY BASE RATE

EFFECTIVE JULY 1, 2016

	START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS
	1	2	3	4	5	6	7	8
OFFICER	16.51	18.01	19.50	20.12	20.70	21.30	21.89	22.82
CORPORAL	23.13		23.69	24.31	24.91	25.53	26.17	*
SERGEANT			26.77	27.57	28.40	29.09	29.82	*
LIEUTENANT			30.51	31.41	32.32	33.10	33.93	*
CAPTAIN				34.93	35.80	36.70	37.62	

*New Step 7 for Corporals, Sergeants, lieutenants and Captains will not become effective until 1/1/2017.

Approved by Local #3 of the IUPA on the ____ day of _____, 2016.

James Wood, President

Approved by the City of Shawnee on the ____ day of _____, 2016.

CITY OF SHAWNEE

JUSTIN ERICKSON, City Manager

ATTEST:

PHYLLIS LOFTIS, City Clerk

APPROVED AS TO FORM AND LEGALITY THE ____ DAY OF _____, 2016.

JOE VORNDRAN, City Attorney

Table of Contents

ARTICLE 1 PREAMBLE	2
ARTICLE 2 RECOGNITION.....	3
ARTICLE 3 AUTHORITY AND TERM	4
ARTICLE 4 MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	4
ARTICLE 5 MAINTENANCE OF STANDARDS.....	5
ARTICLE 6 POLICE OFFICERS' BILL OF RIGHTS	6
ARTICLE 7 DEPARTMENTAL RULES AND REGULATIONS.....	11
ARTICLE 8 SENIORITY.....	12
ARTICLE 9 I.U.P.A. RIGHTS AND RESPONSIBILITIES	13
ARTICLE 10 AUTHORITY OF OFFICERS	14
ARTICLE 11 OVERTIME AND HOURS OF WORK.....	15
ARTICLE 12 TRAVEL ALLOWANCE.....	18
ARTICLE 13 UNIFORMS, EQUIPMENT, AND REPLACEMENT POLICIES AND ALLOWANCES	19
ARTICLE 14 GRIEVANCE PROCEDURE	20
ARTICLE 15 HOLIDAYS	22
ARTICLE 16 VACATIONS.....	23
ARTICLE 17 SICK AND EMERGENCY LEAVE	24
ARTICLE 18 MILITARY LEAVE	26
ARTICLE 19 INJURY AND WORKERS' COMPENSATION.....	27
ARTICLE 20 HEALTH AND LIFE INSURANCE	29
ARTICLE 21 EDUCATIONAL INCENTIVE AND TUITION ASSISTANCE	30
ARTICLE 22 INCENTIVE PAY	31
ARTICLE 23 LONGEVITY	32
ARTICLE 24 WAGES.....	33
ARTICLE 25 PROHIBITION OF STRIKES	34
ARTICLE 26 SAVINGS CLAUSE	35
ARTICLE 27 ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES.....	36
ARTICLE 28 POSITION OF CORPORAL	41
ARTICLE 29 PROMOTION POLICY	42
ARTICLE 30 INDIVIDUALLY ASSIGNED VEHICLE PROGRAM	46
ARTICLE 31 SENIORITY SHIFT SELECTION	49
APPENDIX A HOURLY BASE RATE	50

ARTICLE 1

PREAMBLE

Section 1.1 This Agreement is entered into by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the City, and the Shawnee Police Association, Local Number 3, AFL/CIO of the International Union of Police Associations, hereinafter referred to as the I.U.P.A. It is the purpose of this Agreement to achieve and maintain a harmonious relationship between the City and the I.U.P.A., to provide for equitable and peaceful adjustment of grievances which may arise, and to establish wages, hours, and other conditions of employment which are deemed to be in the best interest of the public welfare and safety.

ARTICLE 2

RECOGNITION

Section 2.1 The City recognizes the I.U.P.A. as the sole and exclusive bargaining agent for the permanent, full-time commissioned officers employed by the Shawnee Police Department, except the Police Chief and one designated administrative assistant, for the purpose of negotiating wages, hours and other conditions of employment.

Section 2.2 The I.U.P.A. recognizes the City Manager or his designated representative or representatives as the sole representative of the City of Shawnee for the purpose of collective bargaining. The I.U.P.A. agrees to bargain in good faith with the City Manager or his designees in all matters relating to wages, hours, and other conditions of employment. The City agrees to bargain in good faith with the I.U.P.A. in all matters relating to wages, hours, and other conditions of employment.

Section 2.3 Officers shall be on employment probation for a period of twelve (12) months from the date of completion of the FTO Program. Officers on employment probation shall be considered "employees at will" during the probation period, and will not be covered under Article 6 or Article 14 of this agreement during the probationary period. For the purposes of wages and benefits, probationary officers will be covered under the provisions of this Collective Bargaining Agreement.

Section 2.4 Officers on probation as a result of promotion, which shall be a period of six (6) months from the day of promotion, shall be covered by this Agreement, including grievance rights, provided, however, they shall have no grievance rights in the event they are demoted to the classification from which they were promoted, unless such demotion is for disciplinary reasons.

Section 2.5 Officers on disciplinary probation shall be covered by this Agreement, including grievance rights.

ARTICLE 3

AUTHORITY AND TERM

Section 3.1 The City and the I.U.P.A. have, by these agreements, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the I.U.P.A.

Section 3.2 This Agreement shall be effective as of the 1st day of July, 2016, and shall remain in full force and effect until the 30th day of June, 2017, in accordance with the provisions of the Fire and Police Arbitration Act.

Section 3.3 Whenever wages, rates of pay, or any other matters requiring appropriation of moneys by the City are to be included as matters of collective bargaining, it is the obligation of the I.U.P.A. to serve written notice for request of collective bargaining on the corporate authorities at least one hundred twenty (120) days before June 23rd, which is the last day on which moneys can be appropriated by the City to cover the contract period which is the subject of the collective bargaining procedure.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The City expressly reserves the right to plan, direct, and control all operations not covered by this Agreement relating to the Police Department; and to hire, promote, assign, suspend, or discharge for cause shown, any officer, subject to the Constitution and the Statutes of the State of Oklahoma, the United States Constitution, and the grievance procedures as set forth in this Agreement.

Section 4.2 The City shall have the right to determine the source or sources from which new applicants for work in the Police Department shall be secured and shall be the sole judge of the requirements and qualifications of the officers hired during the term of this Agreement.

Section 4.3 Except as specifically abridged, delegated, granted, or modified by this Agreement, or any supplementary agreements that may hereinafter be made, all rights, power, and authority the City had before the signing of this Agreement are retained by the City, and remain exclusively and without limitations within the rights of the City.

ARTICLE 5

MAINTENANCE OF STANDARDS

Section 5.1 All rights, privileges, and benefits of the employees covered by this Agreement or existing prior to this Agreement shall be retained in full force and effect, with the exception of those rights, privileges, or benefits abridged or modified by this Agreement.

ARTICLE 6

POLICE OFFICERS' BILL OF RIGHTS

Section 6.1. Whenever a police officer is under formal investigation the officer shall be advised of his/her right to counsel prior to any interrogation and, absent an intelligent waiver of such rights, the officer shall be entitled to representation by legal counsel during interrogation, and all other proceedings in connection with the investigation, if it is a criminal investigation. The accused officer shall be responsible for his/her own legal fees.

Section 6.2 No officer shall be required to submit to a polygraph examination without his/her express written consent. No disciplinary action or recrimination whatsoever shall be taken against an officer for refusing to submit to a polygraph examination.

Section 6.3 Where an officer is or may be subjected to disciplinary action which may be placed in his/her personnel file, the officer shall have the right to have the I.U.P.A. President, or his/her designee, present during any such disciplinary action.

Section 6.4 Officers shall have the opportunity to review any documentation intended to be placed in their personnel file. Officers shall have the right to review their personnel file at the personnel office during regular business hours.

Section 6.5 All allegations of wrongdoing on the part of an officer shall be submitted, in writing, to the Chief of Police for consideration, along with any supporting evidence.

Section 6.6 An officer shall have the right to a review board on any charge that may result in suspension without pay, demotion or termination. An officer may also waive his/her right to a review board.

Section 6.7 Review boards shall function under the authority of the Chief of Police.

Section 6.8 Review board authority shall be limited to review of the allegations presented to the review board, and the examination of witnesses and evidence directly related to the allegation(s). Review board findings shall be strictly limited to the validity of the allegations. The review board shall be strictly advisory in nature.

Section 6.9 The review board's findings as to the validity of the allegations before the board shall be submitted to the Chief of Police in writing at the conclusion of the board's business. The review board shall report their findings without delay.

Section 6.10 Upon authorization by the Chief of Police, the accused officer shall be notified of the allegations that shall be presented to the review board.

Section 6.11 The accused officer shall receive advance notice a minimum of three business days prior to convening the review board. The accused officer shall be provided in writing of the date, time, and location of the review board.

Section 6.12 The accused officer shall be granted an extension of up to three business days upon written request presented to the Chief of Police, or his/her designee.

Section 6.13 The accused officer shall receive a copy of the allegations, list of potential witnesses, written statements, and other pertinent information concerning the allegations at the time he/she is notified of the pending review board.

Section 6.14 The Chief of Police shall designate his/her representative(s) to present the allegation(s) to the review board.

Section 6.15 The accused officer shall designate his/her representative(s) to challenge the allegation(s) before the review board. The officer shall have the option of I.U.P.A. representation, and or any other representation the officer chooses. The accused officer shall be responsible for all representation costs for any representation not provided by the I.U.P.A.. If the accused officer is not a member of the I.U.P.A., the accused officer shall be responsible for the cost of any representation provided by the I.U.P.A.

Section 6.16 The review board shall be composed of 5 officers. The Chief of Police shall provide the accused officer with a list of 5 names. The accused officer may strike one name and add 1 name of his/her choice. The accused officer shall receive the list of officers, in writing, at the time he/she is notified of the review board. The accused officer shall take his/her desired action regarding the list, and return the list with the noted action to the Chief of Police, or his/her designee, within 24 hours of receiving the list.

Section 6.17 No officer that is currently under investigation, that is the subject of a pending review board, that is on suspension, administrative leave, disciplinary probation, or workers' compensation shall be eligible to serve on a review board.

Section 6.18 The Chief of Police, or his representative(s), may remove any member of a review board, for cause. The Chief of Police, or his representative(s), shall replace the board member with an officer of his/her choice. However, if the removed board member was selected by the accused officer, the accused officer shall be allowed to select the replacement board member.

Section 6.19 The Chief of Police shall designate the chairperson for the review board.

Section 6.20 The accused officer shall be present, along with his/her designated representative(s), during all phases of the review board process, except for executive sessions of the board, and deliberations of the board.

Section 6.21 The review board process shall be conducted under Robert's Rules of Order.

Section 6.22 The representative(s) of the Chief of Police shall present the allegations to the review board, along with any witness testimony, or other evidence.

Section 6.23 All testimony presented to the review board shall be taken under oath and audio recorded. Either party may elect to have the proceeding recorded by a court reporter. The scheduling and expense of the court reporter will be the sole responsibility of the requesting party.

Section 6.24 The accused officer, or his/her representative, shall have the right to call witnesses on behalf of the accused officer, to question witnesses, and to cross examine witnesses, provided that there is no disruption of the proceedings, and the questioning is performed in a relevant and reasonable manner, as determined by the review board.

Section 6.25 The representative(s) of the Chief of Police shall have the right to cross-examine any witness presented by the accused officer.

Section 6.26 The Chief of Police shall order any officer, or member of the Police Department, to appear before the review board on behalf of the Police Department.

Section 6.27 The accused officer shall submit a list of officers, or other department personnel, that the accused officer wishes to call to testify in his/her behalf, to the Chief of Police, or his/her designee. The list of potential witnesses requested by the accused officer must be submitted to the Chief of Police, or his/her designee, a minimum of 24 hours prior to convening the review board.

The Police Department shall not be responsible for compensation of witnesses called by the accused officer.

Testimony on behalf of the accused officer shall be strictly voluntary.

It shall be the responsibility of the calling party to have their witnesses available to the review board when needed.

Section 6.28 The review board shall have the authority to inquire of any witness testifying before the board.

Section 6.29 The review board shall have the authority to inquire of the accused officer, or the representative(s) of the Chief of Police, concerning the issue(s) before the review board.

Section 6.30 At the conclusion of the presentation, by both parties, the review board, by majority vote, shall recess to conclude the findings of the review board.

Section 6.31 All actions of the review board shall be determined by majority vote.

Section 6.32 Three review board members must be present to establish a quorum, and convene the board.

Section 6.33 After the review board has made their findings concerning the validity of the allegation(s) before the review board, the review board shall reduce their findings to writing, and shall submit their findings to the Chief of Police, or his/her designee. The review board shall reconvene to announce that a finding has been reached, and shall hand those findings to the Chief of Police, or his/her designee. The review board shall be adjourned at that time.

Section 6.34 The final decision concerning all disciplinary issues shall rest exclusively with the Chief of Police.

Section 6.35 The Chief of Police shall submit the findings of the review board to the accused officer, including any disciplinary action to be imposed, within five business days (excluding weekends and holidays) of the review board's adjournment.

Section 6.36 No officer shall be subject to a review board more than one time, or punished more than one time, for the same alleged action.

Section 6.37 All officers, regardless of rank, age, sex, or assignment, shall be subject to disciplinary action in accordance with the provisions of this agreement; and according to the nature and seriousness of the offense, for failure, either willfully or through negligence or incompetence, to perform the duties of their rank or assignment; or for violation of any departmental policy or procedure, violation of any general order or rule, violation of any municipal ordinance, or any state or federal law, or for failure to obey any lawful instruction, order, or command of a superior officer, or upon conviction in a court having criminal jurisdiction for any criminal offense, and for any other form of officer misconduct.

Disciplinary action in all cases shall be decided on the merits of the individual case.

Types of disciplinary action - At the discretion of the Chief of Police, and in accordance with the provisions, rules and regulations described herein, officers are subject to the following types of disciplinary actions:

- Oral Reprimand
- Written Reprimand
- Suspension from duty without pay
- Demotion in Rank
- Reassignment of Duties (Specified as a disciplinary action)
- Dismissal

Officers may be placed on administrative leave with pay, at the discretion of the Chief of Police, while an officer is under investigation, while pending a review board action, or for any other reason deemed appropriate by the Chief of Police.

Administrative leave with pay shall not be considered a disciplinary action.

Officers on administrative leave, or suspension shall not be authorized to invoke police powers or perform any law enforcement duties.

Officers on administrative leave or suspension may be required to turn in all police department property upon the direction of the Chief of Police.

Section 6.38 Any officer subjected to a review board, or disciplinary action, shall maintain his/her grievance rights provided under Article 14 of the Collective Bargaining Agreement.

Section 6.39 The I.U.P.A. shall maintain the grievance rights provided for under Article 14 of the Collective Bargaining Agreement, as it pertains to any and all aspects of the disciplinary process, and or, disciplinary actions, and all other provisions of the Collective Bargaining Agreement.

ARTICLE 7

DEPARTMENTAL RULES AND REGULATIONS

Section 7.1 All departmental rules and regulations of the Policies and Procedures Manual of the Shawnee Police Department are incorporated into and made a part of this Agreement with the following exceptions:

- a. Those departmental rules and regulations abridged or modified by this Agreement;
- b. Those departmental rules and regulations held to be invalid or unconstitutional by a court of competent jurisdiction;
- c. Those departmental rules and regulations which are inconsistent or in conflict with any provision of this Agreement, in which case this Agreement shall prevail.

Section 7.2 When it becomes necessary to upgrade or modify the Policies and Procedures Manual of the Shawnee Police Department, the four (4) elected officers of the I.U.P.A. shall meet with administrative police department personnel to review and make recommendations concerning the new changes within fourteen (14) days.

ARTICLE 8

SENIORITY

Section 8.1 Seniority shall be determined as between two or more officers of the same rank by the years of unbroken service within that rank. As between two or more officers with the same length of unbroken service within the same rank, their seniority shall be determined by their unbroken service as a commissioned officer in the Shawnee Police Department. As between two or more officers with the same length of unbroken service within the same rank, and who are initially employed as commissioned officers on the same date, their seniority shall be determined by the date of their employment application.

Section 8.2 Seniority will be an important factor to be considered by the City and administrative police department personnel in determining the priority of each officer to the following:

- a. Time when annual vacation or any other excused paid leave is taken; and
- b. Hours of work, transfers, and regular days off.

With reference to requests for time off, supervisors will approve or deny leave when submitted. Leave will be considered on a first come, first serve basis. However, should two officers simultaneously request the same days off for vacation or other excused paid leave, the employee with the most seniority will prevail.

Section 8.3 With regard to layoff and recall of officers of the Shawnee Police Department, said actions shall be determined solely on the years of unbroken service as a commissioned police officer within the Shawnee Police Department.

Section 8.4 Seniority shall not be lost by absences due to vacation, illness, injury, authorized leave of absences, or military duty. Seniority shall not accrue during involuntary leave of absences or leave without pay.

Section 8.5 In the event an officer is reclassified to a lower rank, the seniority status held just prior to, and any time accumulated, shall be credited to said lower rank.

Section 8.6 All seniority rights shall be forfeited by:

- a. Resignation;
- b. Discharge unless reinstated after appeal;
- c. Failure to respond to the City within three (3) working days and failure to report within ten (10) working days' notice of recall from layoff, unless time is extended by the City; and
- d. Service or medical retirement.

Section 8.7. The I.U.P.A. and individual officers of the Shawnee Police Department shall have access to a current seniority list.

ARTICLE 9

I.U.P.A. RIGHTS AND RESPONSIBILITIES

Section 9.1 This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, or annexation, transfer or assignment of party hereto, or affected, modified, altered, exchanged in any respect whatsoever by change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

Section 9.2 After written notice to the Police Chief, I.U.P.A. representatives may be granted time off without loss of pay to conduct union business (including without limitation the processing of grievances, attendance at arbitrations, or appearing with members at hearings or interviews). I.U.P.A. representatives may be granted time off without loss of pay to attend union seminars, workshops or conventions, up to an accumulative maximum of eighty (80) hours per contract year. No more than two (2) members per shift may be absent on I.U.P.A. business. A log will be maintained in the office of the Police Chief to record the use of I.U.P.A. business time, and time used shall be initialed by the Police Chief and the I.U.P.A. President or their designees. Time off shall be granted so long as it does not impede the operation of the Police Department as determined by the Police Chief.

Section 9.3 After written notice to the Police Chief, on duty officers will be allowed to attend I.U.P.A. meetings. Attendance of the meeting shall be limited to one (1) hour per month. Attendance of the meetings shall not impede the operation of the department and officers must respond immediately to emergencies.

Section 9.4 After written notice to the Police Chief, union representatives may be granted time off without loss of pay to attend negotiations with the City from fifteen (15) minutes before the meeting, throughout the meeting, and fifteen (15) minutes after. The parties will schedule meetings so as not to impede the operation of the Police Department.

Section 9.5 The City agrees not to discriminate against any officer for his/her activity on behalf of, or membership in the I.U.P.A., or its affiliate organizations.

Section 9.6 The City agrees that I.U.P.A. membership dues shall be deducted from each member's biweekly pay check, and forwarded to the treasurer of the I.U.P.A.. The I.U.P.A. agrees to pay a collection fee of twenty five (25) cents per member, per month.

Section 9.7 The City agrees to provide space located in the police department squad room for an I.U.P.A. bulletin board to be used for posting I.U.P.A. informational notices and business. I.U.P.A. bulletins, notices, and notes may be placed on this I.U.P.A. bulletin board and in officers' mail slots only.

ARTICLE 10

AUTHORITY OF OFFICERS

Section 10.1 The City recognizes that police officers are police officers twenty-four (24) hours a day, seven (7) days a week, with full arrest powers, consistent with the Statutes of the State of Oklahoma, and the Ordinances of the City of Shawnee. As such, officers shall be held to the same standards of conduct off duty as on duty when invoking police powers.

Section 10.2 Cross Commissions:

- a. The City of Shawnee may enter into standard cross-commission relationships with other law enforcement entities with jurisdiction in Pottawatomie County, with the exception of Tribal Law Enforcement entities.
- b. That agreement will reflect that except in case of emergency, other agencies must get approval from supervisors on duty before calling in Shawnee Police Department Employees.
- c. That agreement will reflect that Shawnee Police Department Policies and Procedures control in case there is a conflict with the Policies and Procedures of any other agencies.
- d. The City and IUPA agree that:
 - (i). Holding commissions of another agency is not a requirement to be an SPD officer, and the loss of other commissions does not affect the City of Shawnee commission, although it may result in a reassignment away from a joint task force. Should the City determine that the revocation of commission by the other agency is as a result of conduct which violates the City's policies and procedures (after following provisions of its investigation and discipline policies), the City may impose discipline in accordance with its policies. Loss of an outside agency commission may result in a reassignment away from any joint task force.
 - (ii). The City of Shawnee will provide workers' compensation and liability coverage to officers when they are exercising duties under the cross-commission.

ARTICLE 11

OVERTIME AND HOURS OF WORK

Section 11.1 All officers of the Shawnee Police Department shall be eligible for overtime. Overtime shall be computed on one-quarter (1/4) hour increments for all time in excess of forty (40) hours worked, and/or authorized leave with pay per calendar week at one and one-half (1 1/2) times the regular hourly rate of pay.

Section 11.2 An officer required to return to work after the completion of his/her regular shift, or required to work on his/her regular day off, will be assured of two (2) hours at straight time pay. The provisions of this section shall not apply to officers assigned to standby for call out.

Section 11.3 Officers assigned to standby for call out shall receive compensation in accordance with Section 1 herein above for time worked when called out while on stand by for call out. Officers assigned to standby for call out shall be compensated an additional two (2) hours per day at straight time pay for being on standby.

Section 11.4 Officers, with consent of the Police Chief, may elect the option to accumulate two hundred forty (240) hours compensatory time in lieu of any other provision herein. Compensatory time will accumulate at one and one-half (1 1/2) hours for every hour of overtime worked. The election of compensatory time or pay shall be made within the pay period that the overtime was worked.

Section 11.5 The normal workday for patrol shall consist of ten (10) continuous hours. Management reserves the right to temporarily adjust the hours of work in emergency situations if staffing levels fall below 10 officers for an extended period of time where citizen and officer safety becomes jeopardized. At that point, the chief would discuss with the e-board the reasoning behind the change before implementing. This would be done on a per-shift basis. Lunch and rest breaks shall be considered part of the normal work day. The normal pay period shall consist of fourteen (14) calendar days, with a total of eighty (80) work hours.

Section 11.6 For those working 10 hour shift schedule will be allowed to take a one hour lunch break and will be allowed two twenty (20) minute rest breaks, one for each half of the shift.

For those working 8 hour shift schedule shall be allowed to take two fifteen (15) minute rest breaks, one for each half of a shift and shall be allowed to take a forty-five (45) minute lunch break.

Every effort will be made by the City to see that the officers receive their breaks; however, should the shift supervisor determine that unusual and emergency circumstances exist so that allowing for a break would disrupt essential or emergency services, breaks will not be allowed.

Section 11.7 Rest periods shall not be taken continuous to the lunch period; neither rest nor lunch periods will be taken immediately after the beginning of the shift or immediately prior to the end of the shift.

Section 11.8 Whenever it will not be disruptive to the operations of the department, officers assigned to K-9 duties will be allowed thirty minutes at the end of the shift devoted to the care and maintenance of his/her assigned dog. The officer will be allowed to perform the care and maintenance either at the station or the officer's home depending on the needs of the animal. The officer shall inform the shift Lieutenant of where the care will occur. In the event the officer is not allowed the thirty minutes of on duty time on the officer's assigned shift for the care and maintenance of his/her dog, the officer will be allowed an additional 30 minutes of compensated time for the care and maintenance of his/her dog for that day. Officers assigned to K-9 duties shall be allowed thirty (30) minutes of compensated time for the care and handling of his/her K-9 for each day the officer is off duty. Any additional time needed for the care, maintenance and training of the assigned K-9 must be approved in advance by the shift Lieutenant, except in the case of emergency.

ARTICLE 12

TRAVEL ALLOWANCE

Section 12.1 If an officer is subpoenaed out of the City of Shawnee for court proceedings which may arise from his/her employment as an officer of the Shawnee Police Department, or if he/she is required by the City to attend training school, the City shall supply the officer with a departmental vehicle or other suitable transportation. If in either instance it becomes necessary for an officer to use his/her privately owned vehicle, the City agrees to pay the current rate per mile as established by the Internal Revenue Service, provided prior approval is given by the Police Chief. Provided further, the City agrees only to the provisions as described in this Article for reasonable to and from travel time.

ARTICLE 13

UNIFORMS, EQUIPMENT, AND

REPLACEMENT POLICIES AND ALLOWANCES

Section 13.1 Each officer of the Shawnee Police Department shall be allocated one thousand (\$1,000) dollars per year for the purchase, cleaning, and repair of uniforms and accessories.

Section 13.2 Allocations will be made directly to each individual officer on or as near as practical to August 1st during this Agreement. All new officers hired after the clothing and cleaning allowance has been allocated will also receive the twelve hundred (\$1,200) dollars; provided, however, no officer shall receive more than twelve hundred (\$1,200) dollars during the fiscal year.

Section 13.3 Personal property reasonably needed by officers while on duty which is damaged or destroyed while they are performing their duty shall be repaired or replaced at a dollar value acceptable to and approved by the City. The City will only provide reimbursement for the cost of replacing a personal item if it is replaced with an item of substantially similar value and quality as the damaged item (i.e. the City will not pay for an "upgrade" of an item). The City will only reimburse employees for the actual cost to the employee of replacing the items (e.g. where employees have vision insurance, the City will only reimburse the employee for the cost "to the employee" of replacing the eyeglasses, not the total cost of the eyeglasses). There shall be a maximum amount the City will pay for certain items. Generally speaking, the City will pay no more than one hundred fifty (\$150.00) dollars. For watches, the cap shall be fifty (\$50.00) dollars. Prescription eyeglasses (including prescription sunglasses) shall not be subject the cap. The City will replace cell phones damaged while used in the line of duty at full replacement cost and such will be exempt from any cap.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 14.1 The I.U.P.A. or any officer of the Shawnee Police Department covered under this Agreement may file a grievance within twenty (20) calendar days of alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 14.2 The I.U.P.A. President, or his authorized representative, may report an impending grievance to the Police Chief in an effort to forestall its occurrence.

Section 14.3 Any controversy between the City and the I.U.P.A. or any officer concerning the interpretation, enforcement, or application of any provision of this Agreement, shall be adjusted in the following manner:

- a. The grievance shall be submitted in writing by the officer, and the IUPA, to the Police Chief, or his designee, within twenty (20) days of the alleged occurrence. The answer shall be submitted in writing by the Police Chief or his designee within twenty (20) calendar days to the officer(s) involved, and to the I.U.P.A. President.
- b. If the grievance is not settled by the provision of Section 3a of this Article, it shall be submitted in writing to the I.U.P.A. Grievance Committee. Within twenty (20) calendar days of the Chiefs written response, the I.U.P.A. Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms of and the conditions of this Agreement.
 - (i) If the I.U.P.A. Grievance Committee finds a grievance does exist, the Grievance Committee shall submit, in writing, the grievance to the City Manager for adjustment; or
 - (ii) If the I.U.P.A. Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.
- c. The City Manager shall submit his answer in writing to the I.U.P.A. Grievance Committee and to the officer involved within twenty (20) calendar days. If the City Manager and the I.U.P.A. Grievance Committee have not settled the grievance within twenty (20) calendar days, either the City or the I.U.P.A. may submit the grievance to arbitration for adjustment as follows:

- d. A request shall be made for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. As an alternative, the parties may agree to use any arbitrator who has been approved to serve as a mediator or arbitrator under the State Merit System or who has been approved to serve as a mediator or arbitrator by the United States District Court for the Western District of Oklahoma.
- e. Unless one of the alternative options set forth above has been utilized by the parties, within fifteen (15) calendar days from receipt of such panel, a representative of the I.U.P.A. and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
- f. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set within fifteen (15) calendar days from the date the arbitrator is notified of his/her selection.
- g. After the conclusion of the hearing, the arbitrator shall issue written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the I.U.P.A. and the City.
- h. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- i. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievance.
- j. The cost of the impartial arbitrator shall be shared equally between the I.U.P.A. and the City. If a transcript of the proceedings is requested, the party so requesting shall pay for it.

Section 14.4 All time limits set forth in this Article may be extended by mutual consent, but, if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he/she shall have no further right to continue the grievance. If the date an action is to take place falls on a Saturday, Sunday, or legal holiday as set forth in Article 15, then the act shall be performed on the next regularly scheduled business day.

Section 14.5 It is specifically and expressly understood that filing a grievance under this Article, which has its last step, arbitration that is final and binding, constitutes an election of remedies and a waiver of any and all rights of the parties, the I.U.P.A. and City or representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure in any court or other appeal forum. The only exception to this rule is that either party may seek to vacate any decision of an arbitrator contemplated herein under the following conditions.

- a. Where procured by corruption, fraud, or other undue means;
- b. Where the arbitrator was guilty of partiality, corruption, or misconduct;
- c. Where the arbitrator exceeded his powers or so imperfectly executed them that a final, definite and mutual award upon the subject matter submitted was not made;
- d. Where the award is in violation of state and/or federal law.

ARTICLE 15

HOLIDAYS

Section 15.1 All officers shall be entitled to eleven (11) holidays per calendar year. The authorized holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Friday After Thanksgiving Day
Christmas Eve Day	December 24th
Christmas Day	December 25th

Section 15.2 The City agrees that, if a holiday provided in the above schedule falls on an officer's regularly scheduled day off, the officer shall be paid his/her regular rate of pay for the holiday, or the officer may elect to take equivalent time off during the following twelve (12) months, provided the normal operations of the Shawnee Police Department are not impeded. At no time shall an officer have an excess of eleven (11) accrued holidays.

Section 15.3 The City agrees that, if an officer is required to work on a holiday provided in the above schedule, the officer shall be compensated at his/her regular rate of pay for the holiday plus one and one-half (1 1/2) times the regular rate of pay for the hours actually worked on the holiday.

Section 15.4 An officer on an authorized leave with pay on the day the holiday falls or if the holiday falls on his/her regular day off, the officer shall be paid for the holiday and his/her paid leave for that day shall be extended to be taken off at another time. Holidays shall not be construed to build up time over forty (40) hours in a calendar week.

Section 15.5 No officer shall be compelled to split his/her days off without his/her expressed consent.

Section 15.6 Patrol supervisors shall not be compelled to take a holiday if it is their regularly scheduled working day and they choose to work rather than take off.

Section 15.7 Upon separation from City service, an officer shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

Section 15.8 Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

ARTICLE 16

VACATIONS

Section 16.1 All officers shall receive vacation time in accordance with the number of years continuous service with the City, as follows:

<u>Years</u> <u>Service</u>	<u>Biweekly</u> <u>Accrual</u>	<u>Yearly</u> <u>Accrual</u>	<u>Maximum</u> <u>Accrual</u>
1 - 5	3.08 hours	80 hours	160 hours
5 - 10	4.62 hours	120 hours	240 hours
10 - 15	6.15 hours	160 hours	320 hours
15 and above	7.70 hours	200 hours	400 hours

Section 16.2 Officers may use vacation in any manner they choose, so long as the normal operations of the Police Department are not impeded.

Section 16.3 Upon separation from City service, an officer shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

Section 16.4 Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

ARTICLE 17

SICK AND EMERGENCY LEAVE

Section 17.1 Sick leave may be taken when an officer is unable to perform his/her duties because of a personal injury or illness. The supervisor on duty shall be notified one (1) hour prior to taking sick leave.

Section 17.2 An officer shall accrue sick leave at the rate of 4.62 hours per biweekly pay period. The maximum accrual shall be nine hundred sixty (960) hours.

Section 17.3 In the event of death, serious injury or illness in the immediate family, an officer may be granted emergency leave. Emergency leave shall be leave with pay charged to sick leave and shall not exceed three (3) consecutive work days. However, in an extreme situation, emergency leave may be extended by the City Manager. Immediate family shall be defined as follows: Spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, former guardian, grandparent, or grandchild.

Section 17.4 Officers shall receive one (1) additional vacation day on December 31st, provided no sick leave was used during the previous twelve (12) months of uninterrupted employment. The additional vacation day will not be lost if the vacation accrual at December 31st is at the maximum allowed.

Section 17.5 To encourage the prudent and proper use of the sick leave benefit described in Article 17, the following cash inducement is agreed to: Upon retirement, Officers shall, receive the cash equivalent of one third (1/3) of their total sick leave hours available as of their retirement date, at the hourly dollar rate which the Officer is currently receiving, up to a maximum of three hundred twenty (320) hours.

Section 17.6 The Police Chief, or his designee, when requested by a pregnant member or her doctor, and upon certification of such pregnancy by the attending physician, shall provide limited duty to her if she is assigned to field duties or to other duties that might be hazardous to her and/or her unborn child. She shall continue on such limited duty unless she requests the use of Vacation Leave, Sick Leave, Compensatory Time, or leave available under the Family and Medical Leave Act of 1993.

Section 17.7 Fathers may be granted paternity leave in the form of Sick Leave, Vacation Leave, Compensatory Time or leave available under the Family and Medical Leave Act of 1993.

Section 17.8 An officer may elect to take unused vacation, compensatory time, holiday leave and 1/3 sick leave and convert the unused leave into Terminal Leave upon the approval of the Chief of Police. The officer must sign an irrevocable letter of retirement with the date of separation to be the end of terminal leave. The officer will not be subject to recall, will not have police powers, will

not be eligible for a vehicle, will not accrue leave or be paid for holidays, will surrender his badge, commission, department issued handgun and all other department equipment on the date terminal leave begins and will not be eligible for worker's compensation during terminal leave. The officer may start another career while on terminal leave status so long as that new career does not reflect poorly on the Department or the City of Shawnee, as determined by the Chief of Police. At the end of terminal leave, the officer shall receive the items listed in Policy 203.

ARTICLE 18
MILITARY LEAVE

Section 18.1 Military leave shall be granted to eligible officers as provided by State Statutes.

- a. For information only, State Statutes currently provide for thirty (30) days paid leave per federal fiscal year.
- b. Officers shall notify their Supervisor of their military schedule as soon as possible after the schedule becomes available.

ARTICLE 19

INJURY AND WORKERS' COMPENSATION

Section 19.1 All officers shall be covered by the provisions of the Workers' Compensation Act during the performance of their duties. An officer injured while performing his/her assigned duties shall be entitled to the provisions of the Workers' Compensation Act. No officer on occupational injury leave shall receive a combination of workers' compensation and salary in excess of or less than his/her regular pay.

Section 19.2 When an officer has been injured during the performance of his/her duties, he/she must report the injury as soon as possible, regardless of the extent, to the immediate supervisor. If the officer is unable to do so, the supervisor must make the report.

Section 19.3 The officer must notify the Personnel Director within seven (7) days after the initial treatment by any physician other than the designated City physicians.

Section 19.4 An officer on workers' compensation paid leave shall exercise reasonable and necessary care during the recuperation process.

Section 19.5 Any officer injured while performing his/her assigned duties and absent from work for more than one (1) shift shall not be charged with his/her accrued sick leave. The officer shall be limited to six (6) months, as in accordance to the pension law (11 O.S. Supp. 1993 § 50-116.1). Sick leave will be accrued while off duty because of an on-the-job injury.

Section 19.6 Limited ("Light") Duty may be made available to employees who are temporarily disabled due to an on-the-job injury or job-related illness.

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

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

- Taking reports
- Checking pawnshops
- Assisting in records entry, filing, etc.
- Background checks for licenses issued by City
- Investigation that can be done by telephone or computer
- Answering telephone

Assisting in dispatch
Assisting as bailiff in municipal court
Computer/Phone/Records searches for warrant service
Telephone contacts for warrant service
Planning, mapping, telephone assistance in EOC
Inventory
Evidence collection and organization
Accreditation

Procedure:

1. The employee will have his attending physician complete a work status form listing all work restrictions or special assignments.
2. The employee will submit the report to the Chief of Police.
3. The employee will provide a follow up physician's re-evaluation and report every thirty days (30) or more frequently if requested. If the physician's restrictions are changed, the City may adjust or end the light duty status. The Light Duty status will be extended in thirty day increments, depending on the physician's findings, but shall not exceed ninety days.
4. The Chief of Police, in consultation with the Human Resources Director, will determine whether there is a position where the employee can provide assistance within reasonable accommodations, and will re-evaluate at least every thirty days.
5. Copies of all evaluations and assignments will be placed in the employee's confidential medical file .
6. Should the employee's disability or restrictions become permanent or an extension of limited duty not be granted, this limited duty provision shall come to an end and the employee shall be evaluated in accordance with other leave, retirement, or assignment policies of the City of Shawnee and applicable law.

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

If an employee's restriction includes number of hours he can work, he may be granted limited duty for those hours with the remainder of his regular pay as injury (workers' compensation) leave.

Section 19.7 Officers shall comply with work restrictions imposed by the officer's treating physician. Officers shall not engage in any secondary employment or other activities that would be in violation of restrictions imposed by the officer's treating physician. Officers that are restricted from returning to police duties will be prohibited from secondary security work until the officer is returned to full duty.

ARTICLE 20

HEALTH AND LIFE INSURANCE

Section 20.1 The City agrees to make group health insurance coverage available to all officers and their dependents.

The City agrees to contribute the following amounts (per month) toward insurance coverage for fiscal year 2015-2016:

Employee:	\$391.64
Employee/Spouse	\$735.36
Employee/Child(ren)	\$687.10
Family:	\$951.30

Section 20.2 The City agrees to provide all officers with life insurance at no cost, in at least the following amounts:

Death Benefit	\$20,000
Accidental Death	\$20,000
Dismemberment, up to	\$20,000

ARTICLE 21

EDUCATIONAL INCENTIVE AND TUITION ASSISTANCE

Section 21.1 Educational Incentive - The City agrees to compensate officers educational incentive for successful completion (letter grade of "C" or better for each college hour) of college credit hours, applicable to a degree in the field of police protection. The City agrees to compensate officer's educational incentive for successful completion of a degree in the field of police protection regardless of the letter grade. Upon receipt of an officially sealed college transcript, the City shall pay officers incentive as per the following schedule:

<u>College Credit Hours</u>	<u>Hourly Rate</u>
32	0.12
66 (or Associate Degree)	0.23
90	0.35
124 (or Bachelor's Degree)	0.46

The above schedule shall apply to all officers as they become eligible. The amount now being paid officers for college credit hours shall remain the same until such time as the above schedule exceeds the amount they presently receive.

Section 21.2 Tuition Assistance - Tuition reimbursement requires the budgeting of funds. Officers are required to provide the City with advance notification for the purpose of budgeting funds for reimbursement. Tuition assistance for officers of the Shawnee Police Department will be provided for those officers who have requested courses prior to enrollment, and which are administered by an accredited college, university or technical training center. The request, with a list of courses to be taken, will be submitted by the officer to the Police Chief for final approval by the City Manager. To be acceptable for reimbursement of tuition and books, each course must provide training which will tend to improve the services which an officer was hired to perform, and be completed with a grade of "C" or better. Reimbursement will be limited to the going rate, per credit hour, for tuition at a Public Oklahoma State University, during the semester in which the course is taken. The City will not reimburse for fees assessed by the institution, such as parking, activity fees, and the like. Upon successful completion of the course(s) each semester, the officer will initiate a claim for reimbursement by presenting an itemized receipt and a copy of the grade report from the college, university or technical training center.

- a. All officers shall be reimbursed in full no later than forty-five (45) calendar days from the day on which the copies of the grade report and paid receipts are submitted to the Police Chief's office.
- b. Any officer who is attending any school, college, or university, and who has so notified the Police Chief and shift supervisor ten (10) days prior to the first day of class, shall receive reimbursement for tuition and books purchased, in the event that his work shift and/or days off is changed so as to prevent attendance at the classes.

ARTICLE 22

INCENTIVE PAY

The parties agree that incentive pay shall be deemed "grand-fathered" for those members receiving the incentive pay prior to June 30, 2000, and incentive pay shall continue for all officers receiving incentive pay prior to June 30, 2000 (except those incentives specified below), provided that any re-certification requirements must be maintained.

Section 22.1 Firearms Proficiency Incentive - The City agrees to compensate officer's firearms proficiency incentive to officers who meet the standard as per the following:

<u>Level</u>	<u>Standard</u>	<u>Hourly Rate</u>
7. Marksman	85%- 90%	\$.20
8. Sharpshooter	95%- 100%	.30

The incentive course shall be the current CLEET qualifying course. The officer's qualifying score shall also be his/her incentive score. The combined qualification/incentive shoot shall be conducted on an annual basis, during August, September, or October, and shall be certified by a CLEET qualified firearms instructor or a CLEET certified range line safety person. Dates and times shall be selected and posted by the Police Chief. The targets and course of fire for the incentive shoot shall be in accordance with the current applicable CLEET standards.

Firearms proficiency incentive compensation shall be paid upon certification approved by the Police Chief and forwarded to the Personnel Office.

The City shall provide officers the ammunition needed to qualify. If an officer fails to obtain the Marksman or Sharpshooter level he/she shall be provided with ammunition for two (2) additional attempts to be completed by the end of the scheduled qualification date(s). Alternative or additional days will be selected by the Police Chief if conditions exist (i.e., inclement weather, etc.) that would tend to lower qualification scores.

The City shall furnish officers with one hundred (100) rounds of practice ammunition per month for their department issued duty handgun or approved personal carry handgun provided said handgun is of the same caliber as the department issued handgun.

Section 22.2 Field Training Officers will receive an additional one (1) hour of compensable time for every shift the FTO is assigned a trainee.

ARTICLE 23

LONGEVITY

Section 23.1 To encourage career service, longevity pay shall be granted in addition to the base wages as shown on Appendix A. It shall be based upon the total years of continuous service with the City.

Section 23.2 Longevity shall be computed based on the last date of hire with the City, as per the following schedule:

<u>Years of Continuous Service</u>	<u>Hourly Rate</u>
4	\$.22
5	.26
6	.32
7	.36
8	.40
9	.46
10	.50
11	.54
12	.58
13	.64
14	.68
15	.72
16	.78
17	.82
18	.86
19	.92
20	.96

Section 23.3 Longevity shall be included with the regular base wages and paid biweekly.

Section 23.4 The above schedule shall apply to all officers as they become eligible. The amount now being paid officers shall remain fixed until such time that the above schedule exceeds the amount they presently receive.

ARTICLE 24

WAGES

Section 24.1 All officers of the Shawnee Police Department shall receive wages according to Appendix A of this Agreement.

Section 24.2 The following indicates both the classification and pay range of the positions covered by the Agreement:

Classification	<u>Pay Range</u>
Police Officer	01
Corporal	05
Sergeant	20
Lieutenant	25
Captain	30

Section 24.3 Upon completion of 6 months satisfactory service probationary officers shall be advanced to Step B. Upon satisfactory completion of the 12-month probationary period officers shall be advanced to Step C. Each year thereafter, on their anniversary date, officers shall be eligible for a merit step increase unless they are in the top step. Anniversary date shall be defined as the date officers obtained their current classification. The merit step increase shall be based on receiving a standard or above rating on the Employee Performance Evaluation.

ARTICLE 25

PROHIBITION OF STRIKES

Section 25.1 It is agreed that there will be no strikes during the term of this Agreement or any extension thereof.

"Strike shall mean the concerted failure to report for duty, the willful absence from one's position, unauthorized holidays, sickness unsubstantiated by a physician's statement, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. Nothing contained in this Article shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same does not interfere with the full, faithful, and proper performance of the duties of employment."

Section 25.2 Violations of Section 1 of this Article shall be grounds for disciplinary action, including discharge for any or all of such employees involved, provided, however, such employees shall have the right to a determination as to whether a violation has occurred in accordance with 11 O.S. Section 51-101; provided, further that disciplinary action, including discharge, shall be for just cause.

Section 25.3 Upon notification in writing by the City to the I.U.P.A. that certain of its officers are allegedly engaged in one or more of the prohibited activities listed in Section 1 of this Article, the I.U.P.A. shall immediately, both publicly and in writing, order such officers to return to work at once, and to discontinue such prohibited conduct. Such notification by the I.U.P.A. shall not constitute an admission by it or any of its officers that any of the prohibited activities are actually in process or have taken place. The notification shall be made solely on the representation of the City. In the event any one or more of the prohibited activities occurs, the I.U.P.A. agrees to take all reasonable effective and affirmative action to insure that all officers perform their regular duties as promptly as possible, as provided by law.

ARTICLE 26

SAVINGS CLAUSE

Section 26.1 If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and, to this end, the provisions of this Agreement are severable.

Section 26.2 All amendments to this Agreement shall be numbered, dated, and signed by the City and the I.U.P.A., and shall be subject to the provisions of this Agreement, unless the terms of said amendments specifically delete or change a provision of this Agreement; and all amendments shall become a part of this Agreement as if specifically set forth herein.

Section 26.3 Any appendices to this Agreement shall be numbered, dated, and signed by the City and the I.U.P.A., and shall be subject to the provisions of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement; and all appendices shall become a part of this Agreement as if specifically set forth herein.

ARTICLE 27

ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

Section 27.1 Policy Statement: The City recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol, or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing, or being under the influence of an illegal chemical substance and/or alcohol during working hours while on City property, or while using City equipment, will be subject to discipline up to, and including, termination of employment.

Section 27.2 Effective Date: This policy will be effective 10 days after ratification of the Collective Bargaining Agreement and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 27.3 Application: This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §§ 551 *et seq.*, as amended ("the Act") and, where relevant, with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Part 40.

Section 27.4 Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but before final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug and/or alcohol test will be considered as a refusal to undergo a test.

Section 27.5 For Cause Testing: The City may request or require an employee to undergo drug or alcohol testing at any time it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- a. Drugs or alcohol on or about the employee's person or in the employee's vicinity,
- b. Conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
- c. A report of drug or alcohol use while at work or on duty,
- d. Information that an employee has tampered with drug or alcohol testing at any time,
- e. Negative performance patterns, or
- f. Excessive or unexplained absenteeism or tardiness;

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

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

Section 27.6 Post-Accident Testing: Post-accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post-accident alcohol and/or drug test may use any alcohol and/or drugs of any kind following the accident until he/she undergoes the post- accident testing.

Section 27.7 Random Testing: The City may, at various times, randomly select members for unannounced random testing for drugs and/or alcohol:

Section 27.8 Scheduled, Periodic Testing: The City may require an employee to undergo drug and/or alcohol testing as part of a routinely scheduled employee fitness for duty medical examination or in connection with the employee's return to duty from a leave of absence.

Section 27.9 Post-Rehabilitation Testing: The City may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to 2 years after the employee's return to work following a confirmed positive test result or following participation in a drug and/or alcohol dependency program. Post-rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 27.10 Universal Testing. The City will test every employee at least once each contract year. The universal testing program will be separate from the Random Testing in terms of selection, but the procedures shall otherwise be the same. As a result, some employees will be tested more than once during the contract year.

Section 27.11 Substance for Which Tests May Be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, steroid, or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA).

Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 27.12 Methods and Documentation: All methods of collection and documentation of such shall be pursuant to 40 O.S. 2001 §§ 551 *et seq.*

Section 27.13 Costs: The City is responsible for all costs associated with drug and/or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within 24 hours of receiving notice of a positive test result to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 27.14 Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug and/or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 27.15 Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret, and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee before notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

Section 27.16 Confidentiality: The City will treat all test, and all information related to such test, as confidential materials. All records relating to drug testing will be kept separate from personnel records. The records are the property of the City, but will be made available to the affected applicant or employee for inspection and copying upon request, and these records will also be available for review by the City's Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records:

- a. To comply with a valid judicial or administrative order;
- b. As admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City is named as a party in the case or proceeding; or
- c. To employees or agents of the City who need access to the records in connection with the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 27.17 Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug and/or alcohol test. Action taken will be subject to the CBA grievance procedure.

a. Employees who approach the City an hour before any testing begins may ask for referral to the Employee Assistance Program and a chance to enter a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to 2 years. Employees who have been offered the opportunity to participate in a rehabilitation program will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug and/or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a "return to work" test no sooner than 2 weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this Policy will be subject to disciplinary action.

b. An employee who has a positive test result after returning from rehabilitation will be terminated. Any future recurrence of abuse with the same or any other substance will result in termination of employment.

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

Section 27.18 Prohibitions: No employee may report for duty within 4 hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol or use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment, or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 27.19 Responsibilities of Individuals: To comply with the provisions of this Policy, each employee assumes the following responsibilities:

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

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

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

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

ARTICLE 28

POSITION OF CORPORAL

Section 28.1 Upon the completion of a minimum of four years of service as a Shawnee Police Officer, and upon obtaining, at a minimum, a C.L.E.E.T. Intermediate Law Enforcement Certification, or upon completion of four (4) years of active duty military service (actual time spent on active duty or actual drill time in the Military Reserve or National Guard may be credited toward the four year requirement), an officer shall automatically advance to the rank of Corporal. However, officers on disciplinary probation or suspension shall not be eligible for advancement to the rank of Corporal until completion of the probation or suspension.

Section 28.2 Officers who believe they meet the qualifications set forth above must submit notification to the Chief of Police in writing, attaching a copy of his/her C.L.E.E.T. Certification and/or military service record(s). The change in status shall become effective beginning with the pay period following written notification to the Chief of Police, providing there is no dispute as to satisfaction of qualifications. Any Officer refused advancement to the rank of Corporal shall be entitled to the grievance rights set forth in this agreement.

Section 28.3 The rank of Corporal shall be deemed a non-supervisory rank, but Corporals shall serve as mentors to newer officers. The compensation for such rank shall be as set forth in Addendum "A" hereto. In the event that a Lieutenant or Sergeant is not available for all or part of a shift, the Corporal with the most time in rank shall be designated as the acting supervisor for that shift or part thereof. An announcement of such designation shall be made at the beginning of the shift or as soon thereafter as is practicable. The Corporal so designated may direct and supervise the patrol officers on the shift to ensure the orderly and efficient performance and completion of assigned duties and reports and to ensure the proper use, care and maintenance of department property. The Corporal may not discipline an officer on the shift. If the Corporal assigned temporary supervisory duties believes that discipline may be warranted, he/she will prepare a written report and submit the same to the shift Lieutenant. If the Corporal believes that immediate action is necessary for the safety and well being of the officer, the department and the citizens of the community, he/she is to contact the Chief of Police or his/her designee for guidance. Any Corporal who is designated as the acting supervisor and who serves in that capacity for four (4) or more hours during a shift shall receive compensation for that shift at the Step A rate for Sergeants as outlined in Addendum "A."

ARTICLE 29

PROMOTION POLICY

SECTION 29.1 All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein.

SECTION 29.2 It is the purpose of this procedure to assure all employees an equal opportunity to compete in promotional examinations which shall be free of favoritism, personalities and politics. The goal of this procedure is to select the most qualified individual available for the position in an organized and orderly manner.

SECTION 29.3 The Chief of Police will designate an officer to serve as test administrator for all promotional testing. The test administrator will administer the promotional examinations in accordance with this policy.

SECTION 29.4 Written promotional tests shall be developed specifically for the Shawnee Police Department, and for the individual ranks to be tested, specifically: Sergeant, Lieutenant, and Captain. The tests shall be developed by a mutually agreed to outside source.

The subjects of the tests questions shall be limited to Oklahoma Titles 47 and 21, Shawnee City Ordinances relating specifically to Criminal and Traffic Laws, Shawnee Police Department Policies and Procedures, and the Collective Bargaining Agreement between the City of Shawnee and the Shawnee Police Association.

All test questions shall have multiple choice answers only. The pass point for the written tests shall be 70%, provided that 70% is an achievable score, as determined by the test developer.

The tests shall be maintained, administered, and graded by the same source that developed the test in order to maintain the confidentiality of the test questions and answers.

SECTION 29.5 After the written tests have been graded, the test administrator will review the test with each individual candidate. The test review shall be complete, including allowing each candidate to review his/her answer sheet, and providing correct answers to any missed questions. Each candidate shall be informed of his/her test score. All test scores will be posted by social security number following completion of the written test phase.

SECTION 29.6 The date a vacancy is announced shall serve as the determining date of eligibility for time in grade requirements, or time of service requirements, for the announced promotion.

SECTION 29.7 Vacancy announcements shall be posted for thirty (30) days prior to the date of the beginning of the examination process. The announcement shall include the job description for the vacant position, and the date, time, and location for each phase of the promotional testing.

Test questions shall be obtained from materials available to all applicants. A list of these materials shall be posted in conspicuous places throughout the Police Department at the same time the vacancy is announced and posted, and this list of materials shall remain posted for thirty (30) days prior to the date of examination.

SECTION 29.8 The top six (6) candidates, that score 70% or above on the written test, shall qualify to compete in the assessment process. In the event of a tie for the sixth position, all officers tied for that position shall be permitted to compete in the assessment process.

SECTION 29.9 The Chief of Police shall establish an assessment board of three (3) police officers of equal or higher rank to the vacancy being filled. All assessors shall be formally trained in the assessment process. All assessors shall be from police departments of cities with a population of 15,000 or greater. **No assessors shall be from within the Shawnee Police Department.**

SECTION 29.10 The competitive assessment process shall focus on job knowledge, poise, leadership abilities, verbal communication skills, written communication skills, and other skills as specified in the vacancy announcement.

SECTION 29.11 The first phase of the assessment process shall be a review of the written test results of each of the candidates by the assessment board. The written test score will be calculated into the final ranking, and will be one of four scores that shall be averaged by the assessment board.

The second phase of the assessment process shall be the review of each applicants personnel file covering the previous three (3) years. Each candidate shall be present during their review process and will be given the opportunity to clarify or correct any material or information presented to the board. The personnel file review will be scored and averaged into the final score.

The third phase of the assessment process shall be an interview with each candidate. This interview will be to determine what strengths and weaknesses each candidate believes he/she brings to the position. The interview will be scored and averaged into the final score.

The fourth phase of the assessment process shall be a situational, or scenario, examination to determine how each candidate responds to specific situations. The situational phase shall be scored and averaged into the final score.

This shall be the final exercise of the assessment process.

SECTION 29.12 The assessment board will confer and develop a written consensus report identifying the top candidate, specifically addressing the skills, knowledge and abilities demonstrated by that individual during the assessment process. The top candidate, as determined by the assessment board, shall be the individual promoted to the vacant position.

SECTION 29.13 The assessment board will rank all remaining applicants in descending order and provide this list to the Chief of Police. This list will be posted for one (1) year following the completion of the assessment process. All vacancies in that rank occurring during the next twelve (12) months shall be filled from this list, in descending order.

In the event an individual declines to be promoted, the next individual on the list shall be promoted. However, the person that declined promotion shall maintain his/her position on the list for the remainder of the term of the list.

Each candidate shall be provided with his/her assessment board scores. Assessment board scores for all candidates shall be posted by social security number.

SECTION 29.14 All applicants, for promotion to any rank, must not have been reduced in grade within the last twelve (12) months, and must not be on disciplinary probation or disciplinary suspension on the date of examination.

SECTION 29.15 Eligibility to test for the rank of Sergeant shall be limited to Corporals with three (3) years' time in grade and who hold a C.L.E.E.T. Intermediate Law Enforcement Certificate. Applicants testing for the rank of Sergeant shall be subject to competitive selection through the assessment process.

SECTION 29.16 Eligibility to test for the rank of Lieutenant shall be limited to Sergeants with three (3) years time in grade. In addition, it will be required that all Sergeants testing for promotion to Lieutenant to have served a minimum of twelve (12) months as a supervising Sergeant of commissioned police officers. Applicants testing for the rank of Lieutenant shall be subject to competitive selection through the assessment process.

SECTION 29.17 Eligibility to test for the rank of Captain shall be limited to Lieutenants with three (3) years time in grade. In addition, it will be required that all Lieutenants testing for promotion to the rank of Captain to have served a minimum of twelve (12) months as a supervising Lieutenant of commissioned police officers. Applicants testing for the rank of Captain shall be subject to competitive selection through the assessment process.

SECTION 29.18 All newly promoted officers shall be required to complete their six (6) month probationary period on regular assignment. All Sergeants and Lieutenants will be required to complete twelve (12) months of supervision of commissioned police officers before being promoted to the next rank. **The time in grade requirements specified within this policy shall not be waived.**

SECTION 29.19 Upon promotion to the rank of Sergeant, Lieutenant or Captain, the officer's initial rate of pay will be determined by the officer moving to the first step in the pay scale for the newly acquired rank.

SECTION 29.20 In the event of a dispute arising from this process, it shall be handled as a grievance in accordance with the existing labor management contract. However, grievances resulting from the promotional process must be presented to the Chief of Police within three (3) days of the completion of the assessment process.

If the promotion outcome is in question as the result of a grievance the promotion will not be announced until the grievance is resolved.

If the outcome of the promotion is not affected by the grievance, the promotion shall be announced on the seventh (7) day following the completion of the assessment process. If no grievances are presented within three (3) days of the completion of the assessment process the promotion announcement shall be made on the seventh (7) day following the completion of the assessment process.

ARTICLE 30

INDIVIDUALLY ASSIGNED VEHICLE PROGRAM

SECTION 30.1 The take-home-vehicle program increases the number of police units available to respond to the scenes of reported crimes or other urgent calls for assistance. The program will increase police presence and display to citizens that there are police ready to respond when needed, thereby contributing to their peace of mind. The program enhances the police department's ability to summon off-duty officers in emergencies and have them report in equipped police cars directly to the site where they are needed. The program will improve the maintenance and reliability of police cars by placing the responsibility for personal care of each car on an individual officer.

SECTION 30.2 Police vehicles will not be utilized for off duty employment or personal use. Exceptions to this requirement may be granted by the Chief of Police for off duty security employment such as: Shawnee Public School activities, *i.e.*, football games. Police vehicles will not to be used for transporting non-police personnel, except for official police business or emergencies.

SECTION 30.3 Officers allowed the use of a police vehicle for commuting purposes that acquires 6 or more points on his/her departmental driving record shall forfeit his/her privilege to use the City vehicle for commuting. Reinstatement of the privilege to use a City vehicle for commuting may be made only after ALL points are removed from his/her departmental driving record.

SECTION 30.4 Officers shall be held accountable for the care and cleaning of the unit permitted to be used for commuting.

SECTION 30.5 Condition of Vehicles: Prior to issue, an inventory/inspection of all city- owned property with the vehicle, including serial numbers, will be completed and shall be maintained by the Shawnee Police Department Fleet Supervisor. All vehicles within this program will have basic equipment in them furnished by the department. Any additional equipment must be approved by the Chief of Police before installation. Weapons are not to be stored in police units used for commuting. Shift supervisors are responsible for regular inspection of vehicles, for proper equipment and condition of vehicles. Inspections will include:

1. Interior, exterior, trunk, engine compartment, and equipment.
2. The assigned officer will correct any discrepancies identified during the inspection by the end of the shift, if possible.
3. Sensitive material related to law enforcement will be removed from a vehicle left for repairs or service.

Damage incurred on or off-duty to the vehicle or equipment, whether by accident or the result of intentional acts of vandalism will be reported by the officer assigned to the vehicle as soon as it is discovered. In addition to any required offense report, the officer will submit a written report to the Chief of Police outlining the circumstances of the damage. Damage caused by negligence or abuse may be cause for disciplinary action.

SECTION 30.6 Eligibility: The City shall have the right to determine the number of police vehicles available to be assigned as take home units. The following condition will apply to the assignment of take home units:

1. Vehicles will be assigned based upon seniority.
2. Officers assigned a take-home unit shall live within an eleven mile radius of the Shawnee City Hall. The Chief of Police may approve take-home units for officers who live beyond the eleven mile radius if the officer is assigned to special duties.
3. If the City does not provide a sufficient number of vehicles for all eligible officers to have an assigned take-home unit, officers with the least seniority will be required to utilize an assigned pool car, and share that car with other officers as assigned.
4. Officers must have successfully completed the Field Training Program to be eligible for a take home vehicle.
5. Vehicles will be assigned to each officer by unit number and driven only by the assigned officer, except when directed otherwise by a supervisor.
6. The officer assigned to each vehicle is responsible for cleaning the interior and exterior of their vehicle. The officer assigned is also responsible for seeing that regular maintenance is performed, as scheduled by the Shawnee Police Department Fleet Supervisor or the City of Shawnee Garage Superintendent.
7. Upon receiving a take home unit, each officer shall sign for receipt of the vehicle.

SECTION 30.7 Vehicle parking and Storage: Take-home vehicles will be primarily parked at the residence of the officer during off-duty hours. Off-street parking is preferred. The vehicle should not be garaged unless:

1. The officer lives outside the 11 mile radius.
2. The officer lives in a neighborhood where the neighborhood covenants dictate where a vehicle may be parked.
3. The officer's residence will be vacant for more than 72 hours while that officer is taking vacation or other time off.
4. During inclement weather.

Vehicles will be returned and stored at the city shop or another area designated by the Chief under the following conditions:

- I. Vacation or days off when an officer's residence will be vacant for more than 72 hours and the vehicle cannot be garaged or placed out of public view.
2. On the job injury.
3. Other circumstances which may be directed by the Chief of Police.

ARTICLE 31

SENIORITY SHIFT SELECTION

SECTION 31.1 Each officer assigned to patrol shift duties shall be allowed to select his/her shift assignment on an annual basis, based upon seniority within each rank.

The Chief of Police shall provide the President of the Local, or his/her designee, with a breakdown of each shift, specifying the number of Lieutenants and Sergeants to be assigned to each shift, and the total number of officers to be assigned to each shift, no later than April 15th of each year. The Chief of Police shall also provide the Local with a list of officers, by rank, along with the seniority date of each officer who will be making a seniority shift assignment selection, no later than April 15th of each year.

The Local shall return to the Chief of Police a completed shift selection sheet reflecting shift selections based upon seniority no later than May 15th. The shift selection list will become final as of June 1st, and will be posted at that time. Seniority shift changes will take effect on the first Sunday in July of each year.

SECTION 31.2 Corporals will select before officers holding the rank of Patrol Officer, who shall select last.

APPENDIX A

HOURLY BASE RATE

EFFECTIVE JULY 1, 2016

	START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS
	1	2	3	4	5	6	7	8
OFFICER	16.51	18.01	19.50	20.12	20.70	21.30	21.89	22.82
CORPORAL	23.13		23.69	24.31	24.91	25.53	26.17	*
SERGEANT			26.77	27.57	28.40	29.09	29.82	*
LIEUTENANT			30.51	31.41	32.32	33.10	33.93	*
CAPTAIN				34.93	35.80	36.70	37.62	

*New Step 7 for Corporals, Sergeants and Lieutenants will not become effective until 1/1/2017.

Approved by Local #3 of the IUPA on the ____ day of _____, 2016.

James Wood, President

Approved by the City of Shawnee on the ____ day of _____, 2016.

CITY OF SHAWNEE

JUSTIN ERICKSON, City Manager

ATTEST:

PHYLLIS LOFTIS, City Clerk

APPROVED AS TO FORM AND LEGALITY THE ____ DAY OF _____, 2016.

JOE VORNDRAN, City Attorney

Regular Board of Commissioners

3.

Meeting Date: 05/16/2016

EOM

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by City Manager to Employee of the Month, Angie Gray, Police Department Dispatch.

Attachments

No file(s) attached.

Regular Board of Commissioners**4.**

Meeting Date: 05/16/2016

Mayors Proclamations

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamation:

"Community Action Month"
May 2016"National Law Enforcement Week"
May 15-21, 2016

Attachments

Community Action Proc

Law Enforc Proc



Proclamation

“Community Action Month”

Whereas, Community Action Agencies were created when the Economic Opportunity Act of 1964 was signed into law; and

Whereas, Community Action Agencies have a 52 year history of promoting self-sufficiency for those with limited income; and

Whereas, the Central Oklahoma Community Action Agency is a member of a nationwide network of 1,100 Community Action Agencies, and one of 19 agencies in Oklahoma. Central Oklahoma Community Action Agency serves six counties in central Oklahoma: Cleveland, Lincoln, Payne, Logan, Pottawatomie, and Seminole; and

Whereas, the Central Oklahoma Community Action Agency continues to lead the effort to eradicate poverty by assisting families through a variety of programs and services that include transportation, prescription assistance, housing, utilities assistance, senior programs, home weatherization, and many others; and

Whereas, Community Action Agencies help people and change lives, embody a spirit of hope and make Oklahoma and America a better place to live, work, and play; and

Whereas, Shawnee joins the national effort to designate May **“Community Action Month”** to celebrate the success stories and honor the dedication of volunteers and the personal achievements of individuals who have benefited from the diverse programs of Community Action.

Now, Therefore, I, Wes Mainord, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the month of May 2016 as

“Community Action Month”

In the city of Shawnee, Oklahoma
Dated this 16th day of May, 2016

Wes Mainord, Mayor



Phyllis Loftis, CMC, City Clerk

“Helping People ~ Changing Lives ~ Building Communities”



Proclamation

“National Law Enforcement Week”

Whereas, in the performance of the mission for welfare and well-being of our community, law enforcement officers are engaged on a daily basis in a hazardous and life threatening profession; and

Whereas, our citizen’s peace of mind comes from the knowledge that these officers are readily available for crime prevention, crime repression and protection of life and property; and

Whereas, in some cases, the officer actually gives his life in exchange for the welfare of his community; and

Whereas, our community has a continuing sense of gratitude to these brave men and women who have given their lives defending and protecting our city; and

Whereas, in 1962, President John F. Kennedy established a national day of commemoration known as “National Police Memorial Day” in honor of these men and women; and

Whereas, in honor of the men and women whose diligence and professionalism keep our city and citizens safe. Your valuable service should be applauded and held in the highest regard all through the year, for without your commitment, devotion, and hard work, countless number of lives and property would be in jeopardy. Thank you for helping our communities and keeping us safe.

Now, Therefore, I, Wes Mainord, Mayor of the City of Shawnee, Oklahoma, do hereby proclaim, the week of May 15—21, 2016, to be

“National Law Enforcement Week”

In the city of Shawnee, Oklahoma

Dated this 16th day of May, 2016

Wes Mainord, Mayor

Phyllis Loftis, CMC, City Clerk

Regular Board of Commissioners

5.

Meeting Date: 05/16/2016

P03-16

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 1500 East Independence Street from R-1; Single Family Residential to PUD; Planned Unit Development. Case No. P03-16; Applicant: The Landrun Group, LLC *(Deferred from the April 18, 2016 meeting)*

Attachments

P03-16 Staff Rpt

P03-16 Protest Ltrs

P03-16 Ord

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: The Landrun Group, LLC
FOR: Planned Unit Development
LOCATION: 1500 E. Independence Street, Shawnee, OK
PROJECT#: 160322 Case# P03-16

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: R-1; Single Family Residential District
REQUESTED CLASSIFICATION: PUD; Planned Unit Development
PROPOSED PROPERTY USE: Duplex and Single Family Residential

PLANNING COMMISSION MEETING DATE: May 4th, 2016

PLANNING COMMISSION RECOMMENDATION: Motion did not pass

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
MORTON				X		
CLINARD				X		
KERBS				X		
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)	X		X			
KIENZLE						ABSENT
AFFENTRANGER		X	X			

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



**STAFF REPORT
REZONE
CASE #P03-16**

TO: Shawnee Planning Commission

AGENDA: May 4, 2016

RE: Rezone Request - R1: Single Family Residential District to
Planned Unit Development (PUD) – Country Grove Cottages

PROPOSAL

The applicant is requesting a rezone from R-1: Single Family Residential District to a PUD in order to develop a master planned site incorporating R-1 (Single Family Residential) and R-2 (Combined Residential). The subject site is approximately 12 Acres in size and is generally located on the north-east corner of East Independence and North Elm.

GENERAL INFORMATION

Applicant	The Land Run Group, LLC
Owner	Clayton Eads (contract to purchase – Marical Brothers Real Estate)
Site Location/Address	1500 E. Independence
Current Site Zoning	R1: Single Family Residential District
Proposed Zoning	PUD: R-1 & R-2
Property Area	12 Acres
Current Use	Single Family Residential
Proposed Use	Duplex and Single Family Residential

	Development
Comprehensive Plan Designation	Residential
Existing Land Use	Undeveloped
Surrounding Land Use	Residential/Rural Agricultural
Surrounding Zoning	A1: Rural Agricultural C1:Neighborhood Commercial R1: Single Family Residential R3: Multi-Family Residential

STAFF REVIEW AND ANALYSIS

The applicant is requesting approval to rezone the subject property from R-1 (Single Family Residential) to a Planned Unit Development (PUD) which incorporates both R-1 and R-2 (Combined Residential District) uses.

“A PUD is a special zoning district category that provides an alternate approach to convention land use controls. . . it is the intent of a PUD to encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties” (Section 22-190, Shawnee Zoning Code).

The property is not currently owned by the applicant. Instead, a purchase agreement is in place between the property owner and applicant. It has been deemed by the City Attorney that this is an acceptable arrangement to proceed with a recommendation.

Background:

- The subject site was both rezoned from A-1 (Rural Agricultural) to R-1 (Single Family Residential) and received preliminary plat approval March 16, 2015.
- On January 6th, 2016, Case#P15-15 was reviewed by the Planning Commission with a goal to rezone the site from R-1 to R-2. Over 40 letters of protest and a petition were provided by neighboring property owners, many of whom were present at the Planning Commission meeting. After much discussion and debate, a vote to approve the case was denied. Then, a vote to defer until February 3rd, 2016 Planning Commission was approved.
- On February 3rd, 2016, Case #P15-15 was once again reviewed by the Planning Commission. After much discussion, the request for approval was denied. Application was withdrawn prior to City Commission review.

- On April 6th, 2016, Case #P03-16 was reviewed by the Planning Commission with a goal to rezone the site from R-1 to PUD. Staff recommended to defer due to a number of issues with the PUD Design Statement. The case was, therefore, deferred until May 4th, 2016.



Figure 1: Aerial view of the site – approximate total area outlined in red.

Grove Park Cottages PUD

The Grove Park Cottages is a PUD designed to provide a mix of single family housing and duplexes on 12 acres of land located at the north-east corner of Elm and Independence. Instead of seeking approval for an R-2 zoning designation, allowing a complete duplex/triplex development, the PUD will incorporate both single family residential and duplex housing only. Possible amenities to be included are:

- Pond and common area
- Pavilion(s)
- Optional walking trail
- Public sidewalks along both Elm St. and Independence St.

All duplex housing is intended for rental purposes with a property association to provide for maintenance of all yards, common areas, and landscaping areas. Membership in the

Property Association is mandatory and dues will be used to pay lawn/landscape maintenance, electric charges, general liability insurance, and reserves for maintenance, etc. Per the Design Statement, all duplex housing will be limited to single-story structures, with the units limited to two (2) bedroom and three (3) bedroom designs. Twenty-one (21) lots, primarily along the eastern boundary, are dedicated for single family residential allowing a buffer between the duplex developments and the neighboring single family residential homes to the east.

Approximately 38 individual lots are shown with a maximum twelve (12) multi-family duplex patio homes. Twenty-three (23) single family residential homes are represented on the PUD map (not including lots 1-3, block 2 which are remaining R-1). A total of 47 dwelling units are proposed for this site, exclusive of the three (3) lots to remain R-1 (lots 1-3, block 2).

There has been a significant amount of negotiation between the adjacent property owners, Planning Commission, and Staff, so first will be provided an explanation of Staff's approach to considering such a rezone:

1. What is the current zoning on the subject property?

R-1 (Single Family Residential). This zoning designation allows only single family residential homes.

2. What types of zoning designations exist in the general area?

R-1 zoning is the primary zoning classification in this area, to the north, south, east, and portions to the west. The properties fronting Independence St. directly adjacent to the west are C-1 (Neighborhood Commercial District), C-2 (Limited Office District), and R-3 (Multi-family Residential).

3. According the 2005 Shawnee Comprehensive Plan, what future land use designation is dedicated for both the property, and the area?

The zoning designation for both the property and a large portion of the general area is "Residential," which is described as, *"Within the Residential category, conventional one-family detached dwellings represent the primary use, although two-family units such as duplexes and 'granny flats' are acceptable throughout the area. . . When appropriate, other uses may include multifamily residential activity and neighborhood commercial"* (Shawnee Comprehensive Plan P. 4-26).

4. Would such a zoning request be consistent with past and present allowances the City offers?

There are a number of items to consider when answering this question. The subject property fronts upon a major arterial, Independence Street. Other examples of major arterials in Shawnee would include: Kickapoo, Harrison,

MacArthur, and Highland. If we explore trends and allowances along these major roads, we discover consistent multi-family and high density commercial allowances (Figure 4).

In regards to Independence Street, directly west of the subject property, there is already an approved R-3 (Multi-family Residential) zoning district and some commercial allowances. Less than a half-mile west are two multi-family establishments that exist along Independence Street. An interpretation of the code would say that a rezone from R-1 to PUD (R-1 & R-2) is arguably consistent to allowances in the immediate area, but less dense than the neighboring R-3 use designation. Such a rezone is also consistent with identical allowances along our other major arterials in Shawnee.

5. Based on size of the property, what further requirements will the property owner have to comply with before any structures are built?

Being that the property is approximately twelve (12) acres in size and the intent is to build numerous duplexes / single family homes, the project will have to go through the platting process outlined in the City of Shawnee Subdivision Regulations. As a PUD, the applicant will be bound to any approved requirements of a Design Statement. The Design Statement, in great detail, explains exactly what can be constructed on each lot. Any requested changes will require submittal of a revised PUD to the Planning Commission and City Commission for approval.

If the rezone is approved, the developer will have to first submit a preliminary plat. A preliminary plat requires the developer show several items, a few of which include:

- a. A general layout of the site, including roads, utilities, sidewalks, and number of lots intended for the site.
- b. Where the increased storm water runoff from building out the site will be managed (i.e. storm water detention / retention) and released at a pre-development rate.
- c. It shall be shown that all portions of the design are in conformance with the PUD Design Statement.

Once approved, construction documents must be provided to prove that all infrastructure and storm water plans will be constructed to the satisfaction of City requirements. These requirements are ensured before a final plat is approved.

For better understanding, the major complaints will be summarized with Staff commentary:

1. The surrounding property predominately consists of single family residences.

The surrounding area is, in fact, primary single family residential in nature. Though this is true and deserves consideration, the City has allowed similar or higher density rezones in the immediate area, which begs the question, are we being consistent on how we interpret these requests based on past and present decisions?

2. A fear that the subject rezone will negatively affect property values.

This is certainly a debatable topic. There is no overwhelming support to show that such a design will negatively affect property values. The primary goal of this PUD is to buffer the neighboring single family residential neighborhood and the proposed duplexes by incorporated required single family residential between the two.

3. An already existing flooding issue that will only be worse with increased development.

During the platting process, the site developers are required to produce a storm water drainage study, proving that the on-site storm water management method used will contain and release runoff at pre-development rates. They are not obligated to fix a regional issue, but simply not make it worse.

4. Traffic flow along the narrow Elm Street, further compounded with on-street parking.

This is a genuine concern. A requirement from the City, during platting, is half street improvements along Elm Street. To alleviate driveway concerns, the developer has established a maximum of six (6) driveways along Elm Street, not including the three (3) southernmost lots which shall remain R-1.

5. Current development offers an element of city convenience and country living.

While this is true, the subject property exists within central Shawnee which is prime land for development. As the property sits today, development of single family residential homes can already occur.

6. High density developments generally have higher crime rates, low ownership pride and exceed parking needs.

The intended developer on this site has similar developments in town, including Golden Acres Cottages. It has been suggested by the developer that, similar to Golden Acres, a property association will be established allowing all maintenance and utilities to be centralized. Provided to these renters will be property maintenance and all parking will be adequate for City standards. The properties the developer currently maintains rent for \$1,200 - \$1,400 per month, indicating a proven quality product and certain standard of living. Also, higher crime rates

associated with Golden Acres, or all duplex developments has not been proven to correlate with higher crime rates.

7. Increased traffic, noise, pollution, and increased danger to the health and safety of children.

Increased traffic, noise, and pollution are effects of any development, including the single family residential allowances already accepted on this site. The health and safety of children will be a very serious concern when considering any development in Shawnee. Based on the proximity to Sequoyah Elementary School, Staff will require sidewalks along both Elm Street and Independence to provide ideal walking space for children and citizens alike.

Staff has reviewed the Grove Park Cottages PUD and finds it to be in conformance with several of the requested changes from Staff and the Planning Commission. Instead of proposing all residential duplexes, the developer has provided a buffer of single family residential housing. Also, several amenities have been proposed to incorporate a pond, walking train, park, benches, and pavilions. As requested, limiting drives along Elm Street will provide a higher degree of safety. Staff will not, at this time, approve any commercial uses on the site and still finds a number of corrections that will condition approval.

Based on the general consistency with the Shawnee Comprehensive Plan and the Shawnee Zoning Code, Staff has no objection to the proposed zone change from R-1 (Single Family Residential) to the proposed PUD, with general corrections to the Design Statement.

STAFF RECOMMENDATION

Staff has **no objection** for the proposed rezone from ***RI (Single Family Residential)*** to ***PUD (Planned Unit Development)*** for the subject property with the following conditions:

1. If approved, preliminary and final plat shall be in complete conformance with the PUD Design Statement.
2. All applicable City standards apply.

Attachments

1. Figure 1: Aerial view of site
2. Figure 2: Zoning Map
3. Figure 3: Future Land Use Map
4. Figure 4: Zoning Consistency Map
5. Exhibit 1: PUD Master Development Plan Map
6. Exhibit 2: PUD Design Statement
7. Exhibit 3: Letters of Protest



Figure 2: Zoning Map of site – approximate total area outlined in red.

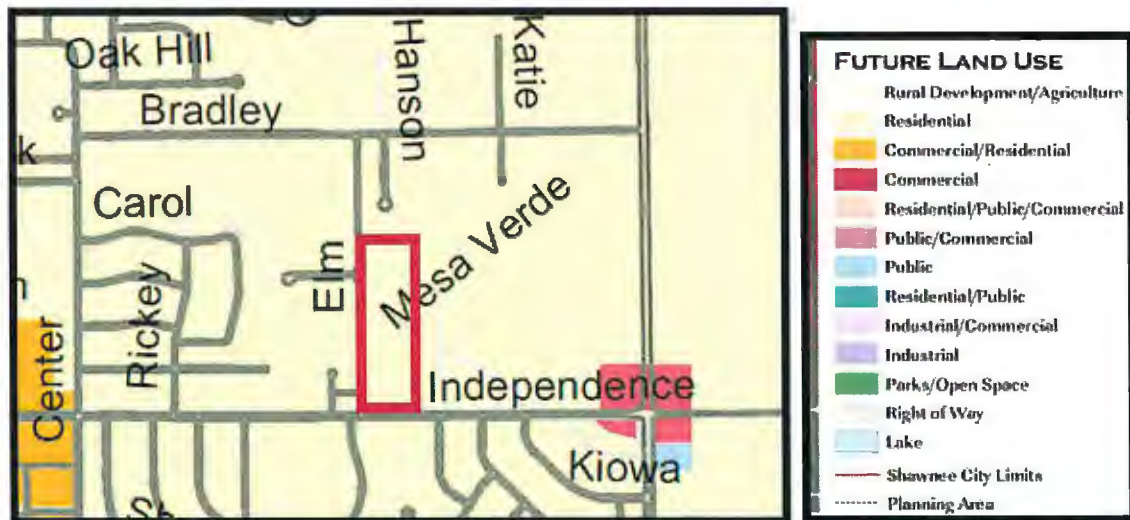


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map – approximate total area outlined in red

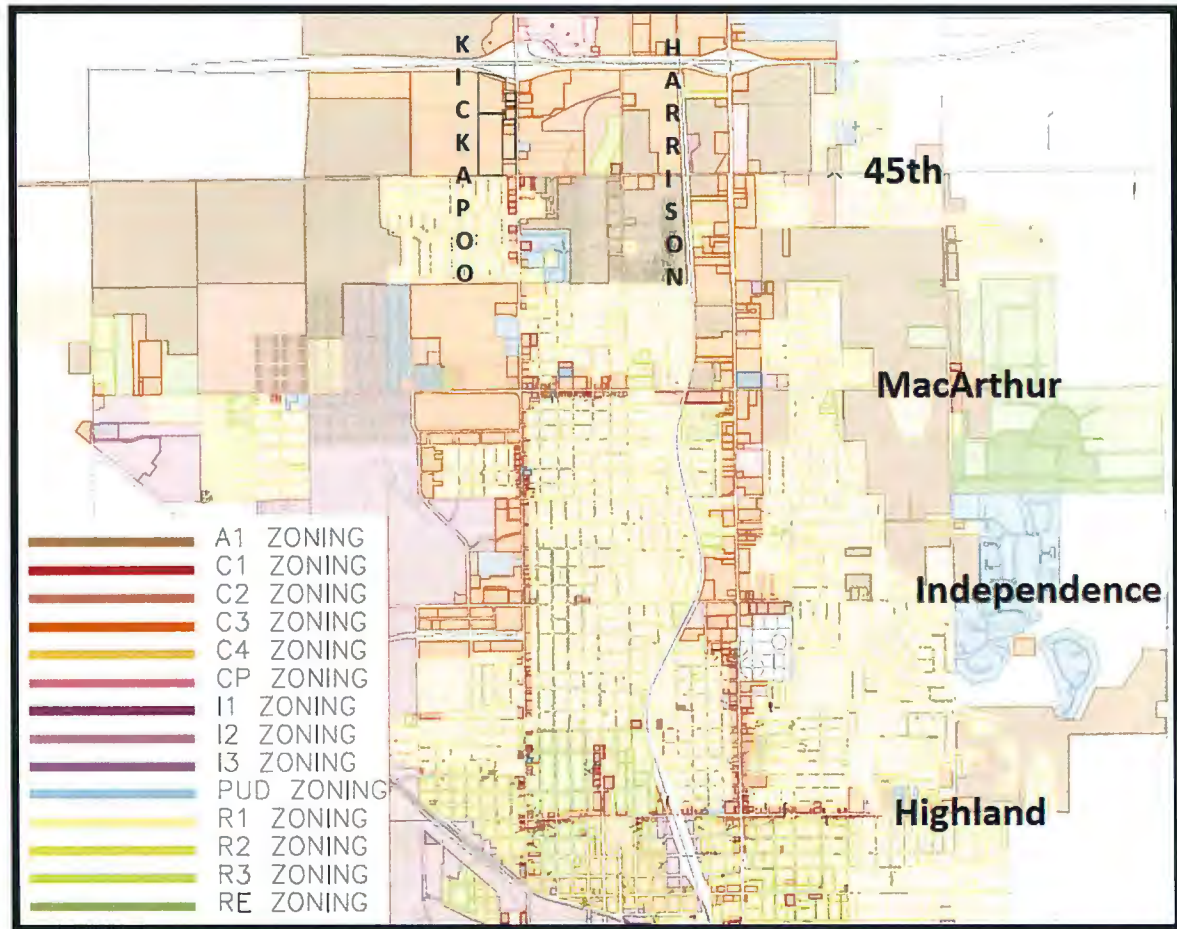


Figure 4: Zoning Consistency Map: Provided to show the correlation between major arterials and high density commercial and residential development.

EXHIBIT

3

Christopher E. Aston, Ph.D.
1516 Mesa Verde
Shawnee, OK 74804

Friday, April 29, 2016

Justin Debruin,
City of Shawnee Planning Commission

Re: Case #P03-16 Rezone of property from R1 to Planned Unit Development

A serious concern of potential flooding

Dear Justin,

I have a serious concern of potential flooding of my home (1516 Mesa Verde) after examining the latest Master Plan for the Planned Unit Development (PUD) of 1500 E. Independence Street (case #P03-16).

Rather than alleviating the flooding issues I believe this plan will exacerbate them for my home.

First, let me be clear that my concern is specific to the effect on my home. I am inclined to agree that the proposed plan may alleviate the current flooding issues for those homes on the west side of Emerald Forest, abutting the 1500 E. Independence property.

To begin, let me show you what you are up against. The following photographs show flooding in and around my property.

This kind of flooding, thankfully, does not happen often. Flooding to this level occurs perhaps once every two or three years but it will reach half to two-thirds of this once or twice a year. It is still an enormous amount of water when it does occur and is very damaging. In Figure 6 we lost over a foot of soil from the entire east side yard.

Figure 1. From 1516 MV looking NE into the Mesa Verde cul-de-sac. Notice the run-off (just the other side of the mailbox on the right) from 1500 E. Independence (to the right of this picture) between 1514 MV and 1512 MV. Similar flows occur all along this west side of Mesa Verde.



Figure 2. From 1516 MV looking SE into the MV cul-de-sac.



Figure 3. Looking east between 1513 MV (on right) and 1516 MV (on left). The water joins with the flow from the east then flows out-of-frame to the right into the creek that runs behind the properties on the east side of Emerald Forest.



Figure 4. This is how this looks without the flood.



Figure 5. From behind 1513 MV looking E, showing water flowing in from the east joining the cul-de-sac run-off (from the left) at the head of the creek and flowing out to the bottom right.



Figure 6. Looking from 1513 MV at the yard on the east side of 1516 MV (my property). The building is the east end of my home.



Figure 7. Looking from 1513 MV at the yard on the east side of 1516 MV (my property). The building is the east end of my home. The water is up to patio (seen on the right of the grey wall of the building), that is, covering the entire yard. (Different flood from Figure 6.)



Figure 8. Looking S from the east side patio of 1516 MV.



Figure 9. Looking S from the east side patio of 1516 MV. (Different flood from Figure 8.)



Figure 10. Looking S from the east end balcony of 1516 MV.



Figure 11. Aftermath. That is a 12" wide, 4ft long log washed up against our patio. The logs all come from somewhere out to the NE.



Figure 12. With and without water



These pictures span several flooding events from 2007 to 2015. My main point here is to show the amount of water that flows around and through (the east side) of my property.

Figure 13. Water flow under normal conditions (shown in light blue). 1513 MV is in bottom right corner with 1516 MV to its upper left. The yellow lines are the N and S property lines for 1516 MV (according to the Plat) and the orange line shows the boundary of the (theoretical) drainage easement. The light line between 1516 MV and 1513 MV is the storm drain shown in Figure 4. The green rectangle is a large garden shed.

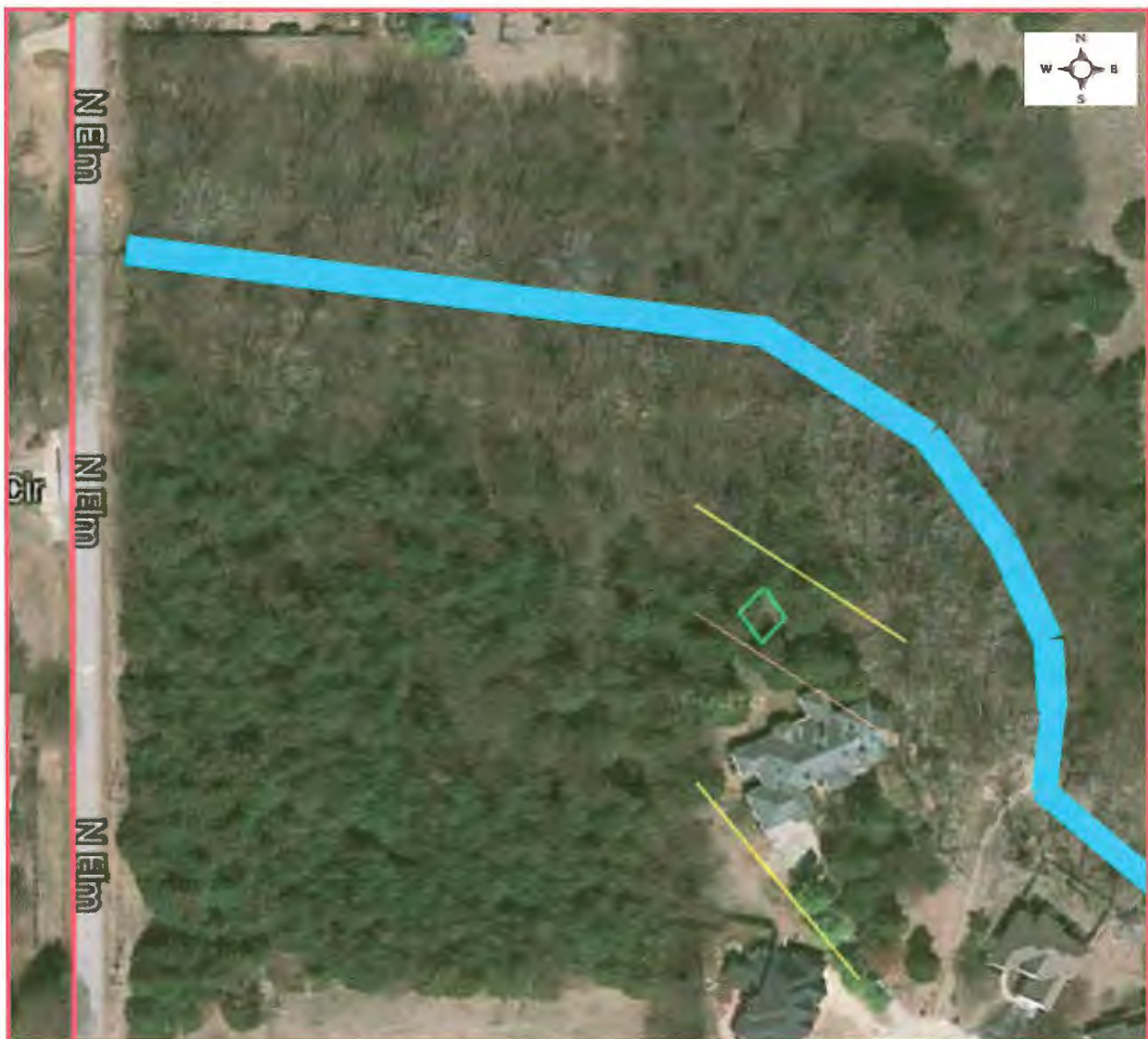
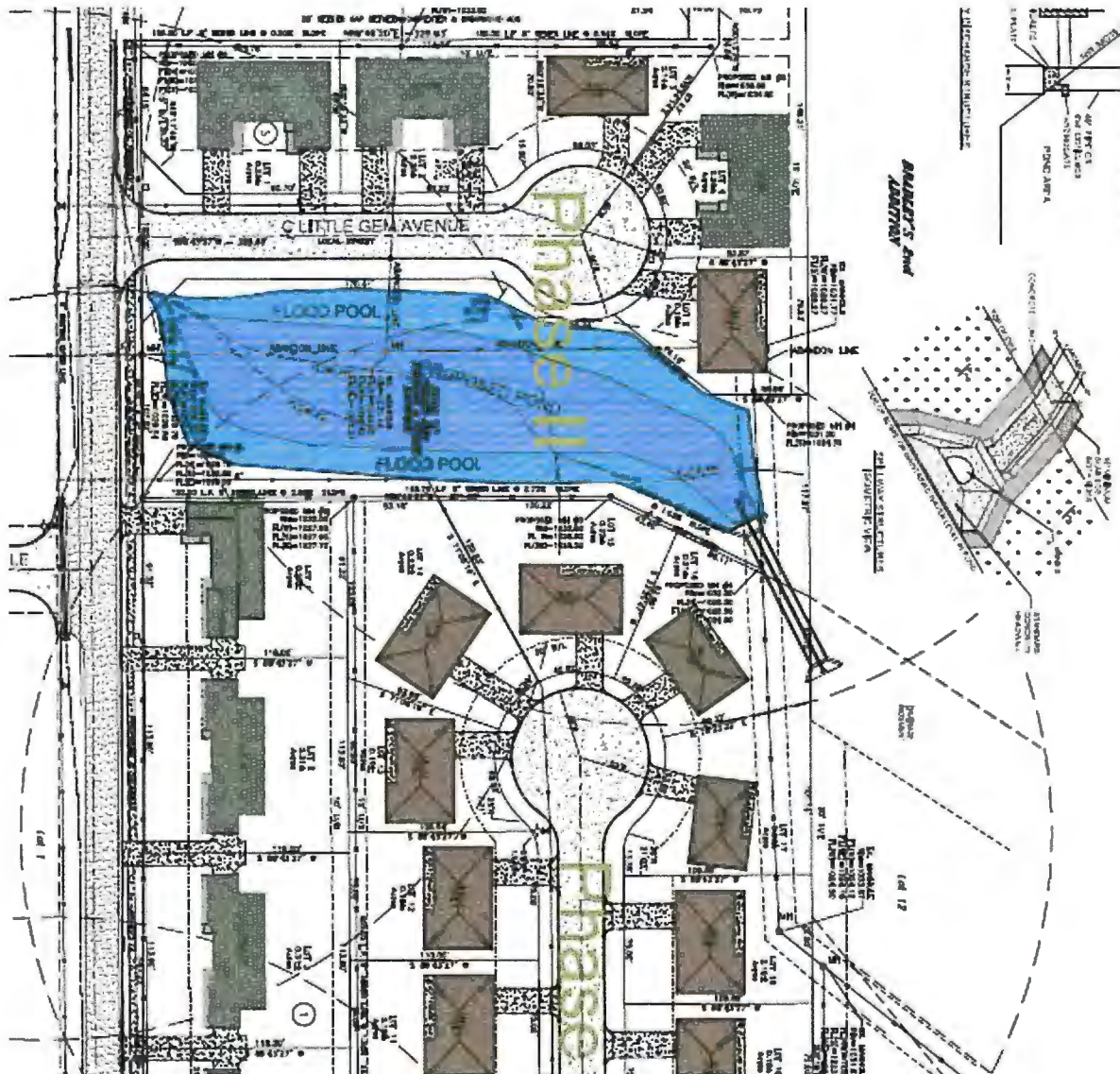


Figure 14. The flooding most immediate to 1516 MV is shown here with light blue corresponding to Figures 5 – 12, and green corresponding to Figures 1 – 3. Understandably, I have not walked into this area during flooding to see what is and is not covered so only the edges nearest 1516 MV are confirmed.



To deal with this run-off the Marical Brothers/Landrun Engineering proposed the flood control pool shown in Figure 15.

Figure 15.



The plan is that the run-off seen flowing (Figure 1) through the west end homes of Emerald Forest and gathering in the cul-de-sac (Figures 1-3) should be diverted north through the Grove Park Cottages development to the flood pool thus alleviating the flooding problems for those on the west side of Mesa Verde. This same pool is also intended to gather all of the water flow shown in Figures 5 – 11 and then direct it **eventually** to the creek that runs behind the east side Emerald Forest.

The concern arises when the conceptual plat is overlayed on Figure 13 – the actual view of this area.

Figure 16. The proposed flood release channel is highlighted in red with an added thin red line showing the continued direction of that flow DIRECTLY INTO THE BACKDOOR OF MY HOME, no doubt floating the garden shed into the back of my house.



In other words, the Marical Brothers/Landrun Engineering are going to take all of that water seen in Figures 1 – 12 spreading over an area of 100ft or more wide and run it through a pipe a few feet wide that is pointed at my back door.

What the Marical brothers have failed to observe or understand is (1) that the natural water drainage coming from the swamp that Phase II will sit on and then running off the 1500 E. Independence property actually exits further to the north than the drainage easement they are planning on forcing the water into, (2) that the area behind the garden shed where the flood release pipe outlet lies is actually on higher ground than the area to the north thus negating the protection I gain from my home sitting on land above the floods seen in Figures 5 – 12, the

water will in fact flow downhill from their release point towards my house and (3) that moving up stream in the creek that currently drains this area, it turns north between 1516 MV and 1513 MV, that is, their outlet is several hundred feet from creek that they no doubt intended to drain into.

I suggest that whoever is designing this flood control system should go back and look at the actual geography and rethink their plan to fit the reality of the situation.

I have put my concerns in writing and presented this to the city. Despite some very large floods, in the 21 years that this house has stood here, not once has the house itself been flooded. If the changes in water flow made by this proposed development and its flood control system lead to my house being flooded after I have expressed this concern then let me be very clear that I will come after the city, Marical Brothers Real Estate, Landrun Engineering and the Landrun Group for restitution and punitive damages.

Emphatically,



C. E. Aston
1516 Mesa Verde
Phone: 405 314-0737

RECEIVED
APR 29 2016
CITY CLERK

Thursday, April 28

Dear Mr. DeBruin and Planning Commissioners,

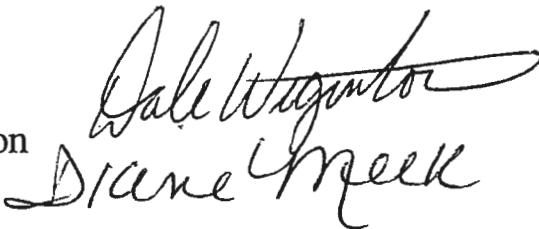
We live at 1510 N. Elm. We own our home there and have lived in it for over 20 years. We are adamantly opposed to the proposed rental development of the 11.99 acres across the street from us. To our way of thinking, there is no way that a large group of packed-in rentals--whether apartments, duplexes, or single-family residences--would be good for our neighborhood. And driveways entering N. Elm is a disaster in the making. The developers, it seems to us, are thinking of nothing but the bottom line. We do not believe that a complex expressly built as "transition" housing is in any way a good thing for us, our family, or our neighbors.

Please do not allow the Ada developers to have their way with those acres across our street.

Thank you.

Sincerely,

Dale Wiginton
Diane Meek

Handwritten signatures of Dale Wiginton and Diane Meek. The signature of Dale Wiginton is written above the signature of Diane Meek.

Larry Inman
1520 N. Elm Avenue
PO Box 3551
Shawnee, Oklahoma 74802-3551
405.273.7677 (Home) 405.323.6070 (Cell)
Carpenter-n-Wife@sbcglobal.net

RECEIVED
APR 29 2016
CITY CLERK

April 29th, 2016

Dear Mr. DeBruin and Planning Commissioners,

My name is Larry Inman, and I live at 1520 N. Elm Avenue.

Each Marical Brothers proposal has been unprecedented for our street and neighborhood. How is the land at 1500 E. Independence more desirable for multiple rental units than other land in Shawnee not surrounded by owner-occupied homes? How will Elm Ave. handle the added traffic engendered by a concentrated rental development? The developers will not protect the long-standing watershed on this land... who will?

In the sense that we care about our property values, we of the neighborhood are thinking about the "money" side of this matter, but that's only one factor out of many which we care about here. I think it's fair to say, however, that the "money" side of the matter is all the Ada people here care about. There isn't much evidence to think otherwise. Section 8 does not loom in their lives; flooding does not loom in their lives; increased traffic hazard does not loom in their lives, nor do litter, noise, or potential for more crime. Nothing looms in their lives, except the possibility of not getting what they want. The use of the word "transition" in their PUD documents describes their own view as to the type of housing they want to build, and it undercuts any of their statements to the contrary.

If on Clayton Eads' 12 acres, the Maricals were prevented by the city from building any type of rental development (even single-family home rental development), they would lose the money they've paid to their engineer, but it goes without saying--to state the obvious--that they would not lose value to their other rentals, and certainly not to their own homes in Ada. The opportunity to make money here in Shawnee would not be taken away from them in the event of a Commission denial; they'd buy other land somewhere else. The money they've paid to the engineer to plat Mr. Eads' land is the risk they took in doing business; the city needn't "cover" their losses by granting approval.

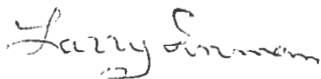
I've been a residential building contractor for 43 years, more than half of those in Shawnee. One valuable lesson in the building business is that the interests of the homeowner always take precedence over those of the contractor--period. Knowing that we the homeowners object to numerous rentals, the developers here in question nevertheless have dismissed the homeowners'

Larry Inman
1520 N. Elm Avenue
PO Box 3551
Shawnee, Oklahoma 74802-3551
405.273.7677 (Home) 405.323.6070 (Cell)
Carpenter-n-Wife@sbcglobal.net

interests, seemingly out-of-hand. I can say this because the developers persist in their effort to foist on us their own agenda of building rental after rental after rental. If they want to build a rental empire, that is certainly their prerogative, only please don't allow them to do so at the expense of local property owners.

There is no homeowner of the area in question who is in favor of a 12 acre compacted rental development. If even one of our concerns comes to pass, we local homeowners pay the price. If the risks, hazards, concerns, and worries of the local residents regarding the proposal before you could be distilled and put in a bottle, our guess is that the developers might take a sip, but we the people who actually live here would be compelled to drink it down to the dregs.

Sincerely,

A handwritten signature in cursive script that reads "Larry Inman".

Larry Inman

Diana Inman
1520 N. Elm Avenue
PO Box 3551
Shawnee, Oklahoma 74802-3551
405.273.7677 (Home) 405.323.6070 (Cell)
Carpenter-n-Wife@sbcglobal.net

RECEIVED
APR 29 2016
CITY CLERK

TO: Justin DeBruin, City Planner and the Planning Commission, City of Shawnee, OK,
RE: Case #PO3-16 Rezoning of former Carpenter property from R-1 to PUD Multi-Family

Friday 29 April 2016

I am among the property owners on Elm Avenue: 1520 N. Elm Avenue to be precise. In the past I have indicated my objections to the Marical development of the property at 1500 E. Independence primarily on technical grounds. Today I'm protesting on more general grounds.

` To be totally honest, I do not want rental development, PUD or no PUD on this property. I prefer single family, owner-occupied houses consistent with the personality and value of the existing homes in the area.

` I do not want development on this property by the Marical Brothers who have no personal stake in the area beyond making money. I prefer a builder who cares about Shawnee and the impact of his development on the immediate area.

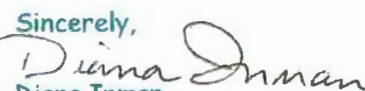
` Sadly, the truest statement in the PUD document is the inappropriate reference to "Nightmare On Elm Street" which occurs in the "Notes" at the top right corner of the PUD Plat Diagram. Such a statement is unprofessional and has no place in this proposal. Considering the time the Marical Brothers have had to prepare this document, such inclusions are inexcusable. If the paperwork is poorly done, one wonders about the quality of work for the development itself.

` I have seen the kind of property the Marical Brothers develop in the form of Golden Acres at MacArthur and Leo. The buildings are purely "production" and monolithic in appearance. The driveways are too short to accommodate vehicles without their protruding over the sidewalks. The properties are packed together into the space in order to maximize income.

` The belligerent behavior by Mr. Marical at the last Planning Commission meeting indicates a general uncooperative attitude toward the concerns of both the Shawnee city government and its residents.

` Despite the objections of the local homeowners, the Marical Brothers have insisted on putting their high-density rental project on the land without regard to our concerns. They have made no significant changes to their plan, only superficial ones. The development remains rental and the driveways remain on Elm Avenue.

While I believe PUD #PO3-16 can be protested on technical grounds because the document itself is vague, inconsistent, inaccurate, and contains errors, my primary protest today is against the entire project by these developers. I sincerely hope the Planning Commission will acknowledge the concerns of the area Shawnee citizens and vote to deny this PUD project.

Sincerely,

Diana Inman

Roger D. Flint
1522 N. Elm Avenue
Shawnee OK 74804

RECEIVED
APR 29 2016
CITY CLERK

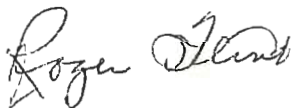
Dear Mr. DeBruin and Planning Commissioners,

My name is Roger Flint, and I live at 1522 N. Elm. My residence there now enters its 20th year.

I wish to express my objection to the proposed re-zoning of 1500 E. Independence from R1 to PUD. Not only that, I wish to express my objection to any kind of concentrated rental development at that address, be it apartment, duplex, or single-family. I believe that the damage to my area from such an ill-conceived project would be long-lasting and cover many fronts.

Please do not approve the re-zoning application. Please do not approve an R1 rental development.

Sincerely,

A handwritten signature in cursive script that reads "Roger Flint".

Roger Flint, PhD
Professor of Accounting
Oklahoma Baptist University

RECEIVED
APR 28 2016

CITY CLERK

To: City of Shawnee Mayor, City Manager, City Planner and City Commissioners:
Subject: Second unwanted rezoning attempt of corner lot on Independence and Elm Street from R-1 to PUD Case # P03-16.

What the heck is going on?! I feel as if I am in the Twilight Zone with this second attempt at rezoning this property when all surrounding homeowners and business owners CLEARLY expressed that they are NOT IN FAVOR of this proposed rezoning the first time (from R-1 to multifamily dwellings). Yet employees in the City Planning Department and outsider developers think that they can just exhaust all options to try to attempt to bring in UNWANTED developments and transient people into our back and side yards! Explain just what is going on here?! I feel that you are not respecting our rights as citizens and area homeowners.

Why are you allowing these kinds of wasteful attempts to continue? I believe there needs to be an investigation to make certain that no city employees or representatives are accepting bribes. Why else would they try so hard to push through and promote this development that is unwanted by area citizens instead of listening to the common sense pleas of the people? And would the City Treasurer please look into the tax records and tell me whether or not the Landrun Group is in financial good standing with the City of Shawnee? Why do we let people who are not vested and do not own the site try to repeatedly rezone property that the area resident homeowners clearly do not want rezoned? I want a formal letter answering the questions I have asked in this letter sent to me by someone with some kind of legal authority. This is also a demand letter.

Please put an end to this and stop wasting everyone's time and resources here! Is the city really that anxious to have to deal with possible legal repercussions and ramifications of making such a controversial and unwanted (if approved) decision? Why didn't the City Planning department vote "No" against the proposed rezoning and decide to DEFER IT AGAIN?! Especially in the light that the plan was not accurate, or even a concrete plan, basically just vague ideas of how to do or build something based on unknown future factors. Why are Roberts Rules of Order so disregarded by the Planning Department? They tried to get away with refusing to let the citizens speak at the last planning meeting over this rezoning for Pete's sake! If it weren't for Lesa Shaw being there they would have gotten away with it! I propose that an investigation be started to ascertain if there are ANY conflicts of interest involved because it is hard to believe that there is not considering the way that they are handling this not only the first time around but also the second attempt as well. Why are they are giving the Landrun Group more liberties, more time to get their act/plan together, and chances than they deserve or are entitled to?

I want to have faith in the Planning Department and all of you who this letter is addressed to but it is hard for me as a homeowner to do this when the City of Shawnee Planning Department has failed us in the past, appears to have not heard our first recent outcry, and is currently not doing a very good job of instilling confidence in this particular matter at the present. Tell the Landrun Group loud and clear so that they may understand that we want them to build their "Grove Concrete Park Cottages" (which is more accurately descriptive—just view "Golden (Gray) Acres" yourself-- somewhere else! There are other more suitable sites elsewhere.

I will reiterate why I don't want this property rezoned and I live VERY close to the property and would be most affected with lower property values and unwanted drainage/crime onto my hard earned dream home.

- The will of the majority of property owners SHOULD PREVAIL over special interests!
- LOWERED property values! (Do you really want to increase the probability of having a class action lawsuit in the future-- if the will of the people is subjugated by government and property values do decline as a result)? Does the city even have extra funds for risk?
- Increased crime and noise pollution (more transient people= more bad stuff happening).
- Too close to Sequoyah Grade School for safety (sex predators and drug dealers will move in ultimately) remember the "high end" apartments that renters now refer to as "ghetto"? This will cause the further and more rapid decline of our community—WHY should we welcome this!?! Plus increased traffic will be a safety factor for children especially.
- Grove is reaching capacity and more transient students will utilize limited resources and teaching time to the detriment of taxpaying permanent students whose parents paid good money to own a home in the Grove School District. As a consequence, fewer out of district transfers will be granted to other taxpaying home owning citizens of Shawnee. A bad decision affects many others in a negative way. This is what makes a decision bad.

I will say again that I don't believe ANY of you would vote in favor of this rezoning if you lived in our neighborhood and you will put yourself in our shoes when you vote IF you are truly the PUBLIC servants that you are setting yourselves out to be.

Send your formal reply to: Dr. Bonnie Boone, Treasurer Emerald Forest Homeowner's Ass.
1516 Mesa Verde
Shawnee, OK 74804

Thank you again for your consideration and for the thankless job you do in good faith. I hope for your sake as well as for the sake of resident home owners of Shawnee that you can provide more experienced and objective employees working for (or train them to be) the Shawnee Planning Department. Please investigate why this unwanted controversial topic keeps recurring. We all deserve some answers being taxpayers in good standing and we do not want this property rezoned! We want a city government that is responsive and accountable to its constituents not outside special interests.

Bonnie Boone, D.V.M.

Treasurer of E.F.H.A. 4-12-2016

Letter Of Protest Concerning Case #PO3-16 Rezoning 1500 East Independence For PUD Development

Elm street must be widened and improved on both sides with curbing to safely handle additional traffic loads that would be contagious with this development. This improvement must be incumbent on the City of Shawnee.

The developers existing properties have non-functional driveways requiring occupants to park diagonally and on pedestrian sidewalks that create safety concerns. This proposed new development appears to be similar.

In the last planning commission meeting, the developer threatened that he would build to the minimum standard should this development not be approved and stay as R-1. This is clearly contempt and exemplifies ill intent as to not doing what is best for the city and community.

With heavy rains as recent as this month, Elm street within the proposed building site flooded.

Dan and Kathy Climer 3 Dustin Circle

RECEIVED
APR 28 2016
CITY CLERK

From concerned citizens and home owners with regard to the City of Shawnee Case #P03-16

Notice is hereby given to the Commissioners of the City of Shawnee that the following citizens **OPPOSE** the proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/C SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning

General Location Known As:	<u>1500 E. Independence St., Shawnee, OK</u>
Current Zoning Classification:	<u>R -1; Single Family Residential District</u>
Requested Zoning Classification:	<u>Planned Unit Development (PUD)</u>
Proposed Use of Property:	Single and Multi-Family Housing
Applicant:	The Landrun Group, LLC

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build.

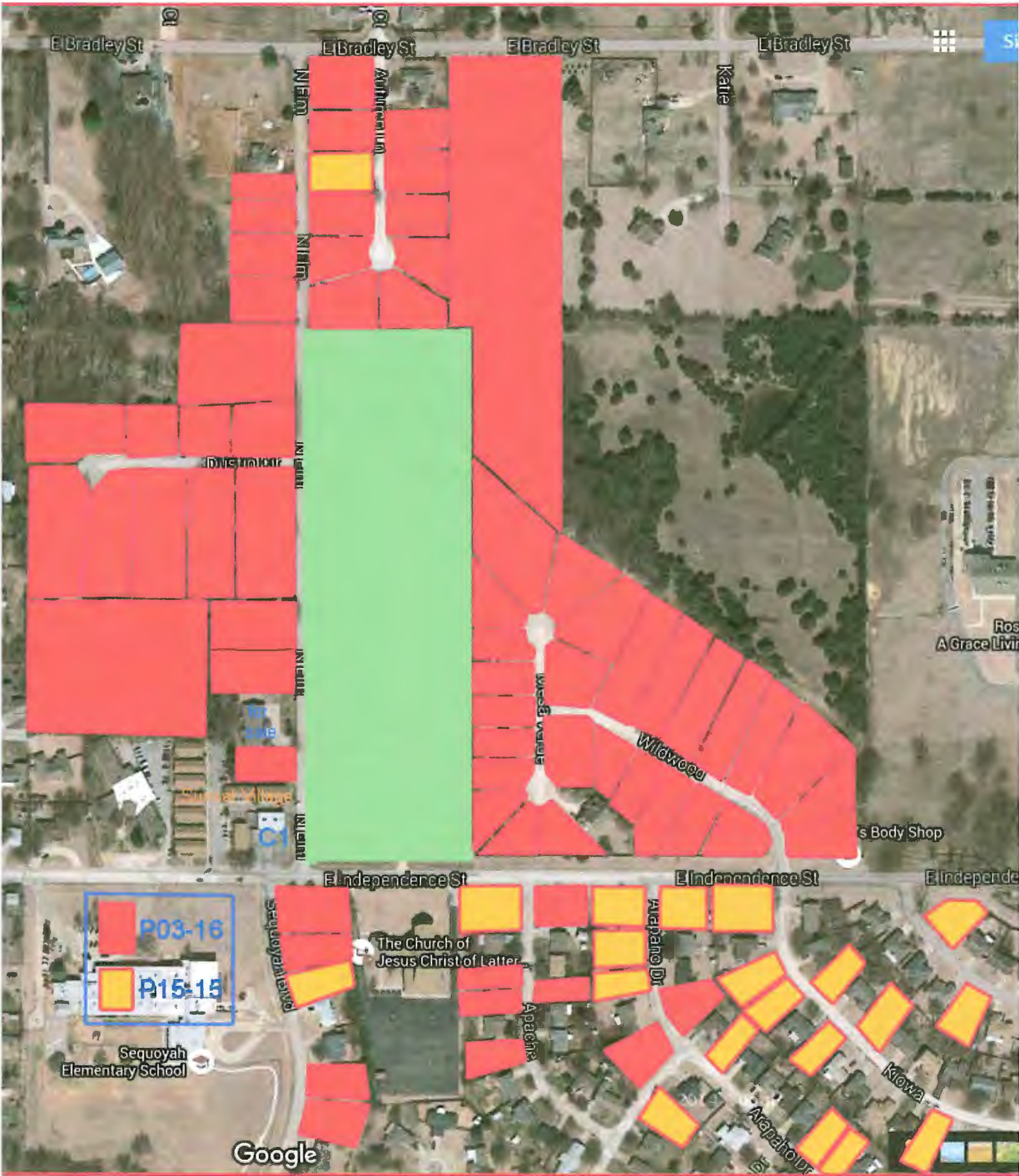
Petitions are attached

- **112 signatures**
- **67 residences (in red on page 1)**

Page 1 Shows locations of the residences represented by these signatures:

- **Red blocks represent residences with signatures opposing multi-family residences proposed for Case #P03-16, the current case.**
- **Yellow blocks represent residences with signatures opposing multi-family residences proposed for previous almost identical Case #P15-15 (signatures not included here). Signatures yet to be re-gathered for #P03-16.**

RECEIVED
APR 28 2016
CITY CLERK



From concerned citizens and home owners to the City of Shawnee Case #P03-16

Notice is hereby given to the Commissioners of the City of Shawnee that the following citizens **OPPOSE** the proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/4 SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning

General Location Known As: 1500 E. Independence St., Shawnee, OK
 Current Zoning Classification: R -1; Single Family Residential District
 Requested Zoning Classification: Planned Unit Development (PUD)
 Proposed Use of Property: Single and Multi-Family Housing
 Applicant: The Landrun Group, LLC

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build.

Signature / Name	Address	Phone	Date
1 Jimmy Payer	1514 Mesa Verde	(405)249-6904	3/31/16
2 Carl W. Payer	1510 Mesa Verde	405-222-6268	3/31/16
3 Carl Payer	1508 Mesa Verde	405-761-4044	3-31-16
4 C.E. Astor	1516 Mesa Verde	405-878-8082	3/31/16
5 [Signature]	1710 Wildwood	" 271-9408	3-31-16
6 [Signature]	1504 Mesa Verde	405-213-7891	3-31-16
7 [Signature]	1500 Mesa Verde	405-343-8809	3-31-16
8 [Signature]	1500 Mesa Verde	405-543-8435	3-31-16
9 [Signature]	1501 Mesa Verde	405-473-3706	3-31-16
10 Allison Brown	1705 Wildwood	405-517-7030	3-31-16
11 Stella Howard	1704 Wildwood	405-214-9414	3-31-16
12 Shannon Ward	1707 Wildwood	405-229-9861	3-31-16
13 [Signature]	1707 Wildwood	405-613-9837	3/31/16
14 [Signature]	1713 Wildwood	405-275-0777	3/31/16
15 [Signature]	1713 Wildwood	405-275-0777	3/31/16
16 R. Van Zant	1715 Wildwood	273-5994	3-31-16
17 [Signature]	1715 Wildwood	273-5994	3-31-16
18 Mark Hampton	1715 Wildwood	273-5994	3-31-16
19 [Signature]	1718 Wildwood	405-1230-8683	3-31-16
20 [Signature]	1718 Wildwood	405-914-6774	3-31-16

From concerned citizens and home owners to the City of Shawnee Case #P03-16

Notice is hereby given to the Commissioners of the City of Shawnee that the following citizens **OPPOSE** the proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/C SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning

General Location Known As: 1500 E. Independence St., Shawnee, OK
 Current Zoning Classification: R-1; Single Family Residential District
 Requested Zoning Classification: Planned Unit Development (PUD)
 Proposed Use of Property: Single and **Multi-Family** Housing
 Applicant: The Landrun Group, LLC

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build.

Signature / Name	Address	Phone	Date
1 Joe Hall	1513 MESA VERDE	405-203-1319	3-31-16
2 Joe & Lu Hall	1513 Mesa Verde	405-788-9465	
3 Tim Pa	1514 Mesa Verde	405 380 3236	3-31-16
4 Dr. Bonnie Brown	1516 Mesa Verde	405 823-3546	3-31-16
5 Crystal Mesquero	1510 mesa verde	405-245-1326	3-31-16
6 [Signature]	1502 mesa verde	405 343-6755	3-31-16
7 [Signature]	1506 mesa verde	405 343-6766	3-31-16
8 [Signature]	1704 Wildwood	405-214-9414	3-31-16
9 [Signature]	1705 Wildwood		3/31/16
10 [Signature]	1709 Wildwood	275-3705	3/31/16
11 [Signature]	1710 wildwood	273-0870	3/31/16
12 [Signature]	1714 wildwood	405-384-9505	3-31-16
13 [Signature]	1714 Wildwood		3-31-16
14 [Signature]	1508 Mesa Verde	405 761-8046	3.31.16
15 [Signature]	1516 mesa verde	405-878-8082	4-2-16
16 [Signature]	1511 Mesa Verde	405-788-8155	4/3/16
17 [Signature]	1511 Mesa Verde	405 305 3090	4/3/16
18 [Signature]	1705 Wildwood	405 517-7595	4-3-16
19 [Signature]	1502 mesa Verde	405-223-8246	4-3-16
20 [Signature]	1709 Wildwood	405 275 3705	4-3-16

From concerned citizens and home owners to the City of Shawnee Case #P03-16

Notice is hereby given to the Commissioners of the City of Shawnee that the following citizens **OPPOSE** the proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/4 SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning

General Location Known As: 1500 E. Independence St., Shawnee, OK
 Current Zoning Classification: R-1; Single Family Residential District
 Requested Zoning Classification: Planned Unit Development (PUD)
 Proposed Use of Property: Single and **Multi-Family** Housing
 Applicant: The Landrun Group, LLC

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build.

Signature / Name	Address	Phone	Date
1 Shirley Prigley	1712 Wildwood	273-0870	3-31-16
2 Ronny Shaw	1714 Wildwood	918	03-31-16
3 [Signature]	1711 Wildwood	275-3928	4-4-16
4 Rebecca Reed	1516 Mesa Verde	878-8082	4-3-16
5 Betty Beck	1706 Wildwood	273-3449	4-3-16
6 [Signature]	1720 Wildwood	512-1543	4-2-16
7 Hori Anthony	1720 Wildwood	512-1538	4-3-16
8 Jamera Johnson	1711 Wildwood	830-9652	4-3-16
9 [Signature]	1712 Wildwood	831-0638	4-3-16
10 Glen R. Johnson	1512 Mesa Verde	830-3726	4-3-16
11 Anna Hansen	1709 Wildwood	405-496-8922	4/4/16
12 Joe Walker	1708 Wildwood	405-585-9831	4/4/16
13 Bobby C. Blair	1716 Wildwood	405-214-9765	4/28/16
14			
15			
16			
17			
18			
19			
20			

From concerned citizens and home owners to the City of Shawnee Case #P03-16

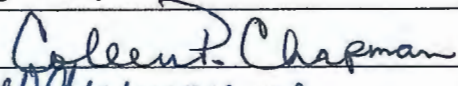
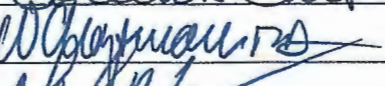
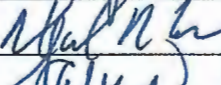
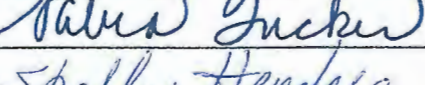
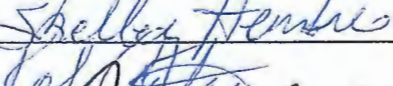
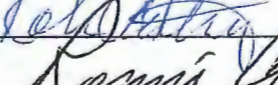
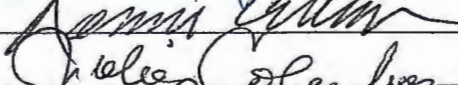
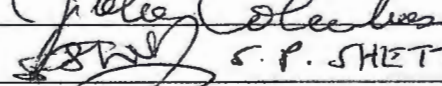
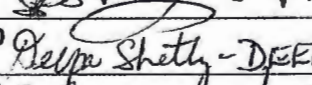
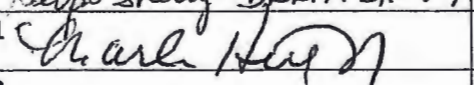
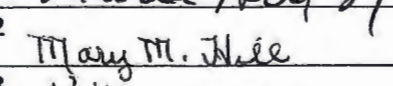
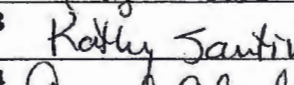
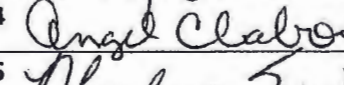
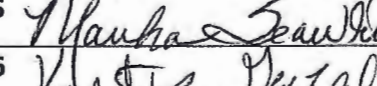
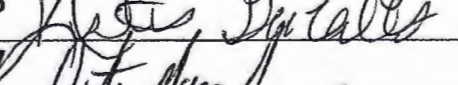
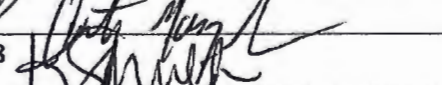
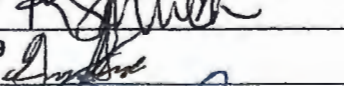
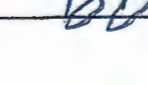
Notice is hereby given to the Commissioners of the City of Shawnee that the following citizens **OPPOSE** the proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/4 SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning

General Location Known As: 1500 E. Independence St., Shawnee, OK
 Current Zoning Classification: R -1; Single Family Residential District
 Requested Zoning Classification: Planned Unit Development (PUD)
 Proposed Use of Property: Single and Multi-Family Housing
 Applicant: The Landrun Group, LLC

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build.

Signature / Name	Address	Phone	Date
1 	1701 Autumn Ln, ^{Shawnee}	405-275-4743	3/31/16
2 	1701 AUTUMN LN Shawnee	"	3/31/16
3 	1704 Autumn Ln S	405-388-0860	
4 	1704 Autumn Ln	405-514-7129	3-31-16
5 	1702 Autumn Ln	405-317-1290	4-1-16
6 	1702 Autumn Ln	405-432-7188	4-1-16
7 	1705 Autumn Ln	405-777-0715	4-3-16
8 	1705 Autumn Ln	405-808-6320	4-3-16
9 	1706 Autumn Ln	405-275-4288	4/3/16
10 	1706 Autumn Ln	405-275-4288	4/3/16
11 	1705 Bradley	405-273-7837	4/3/16
12 	1705 E. Bradley	405-273-7837	4-3-16
13 	1712 Autumn Lane	405-620-2811	4/3/16
14 	1712 Autumn Lane	281-386-8194	4/3/16
15 	1710 Autumn Lane	405 273 5537	4/3/16
16 	1767 Autumn Lane	405 584-2951	4/3/16
17 	1707 Autumn Lane	405 584 2952	4-3-16
18 	1703 Autumn Lane	405-249-5543	4-3-16
19 	1703 Autumn Ln	405-808-8250	4-3-16
20 	1709 Autumn Lane	405-990-4140	4/26/16

From concerned citizens and home owners to the City of Shawnee Case #P03-16

Notice is hereby given to the Commissioners of the City of Shawnee that the following citizens **OPPOSE** the proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/4 SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning

General Location Known As: 1500 E. Independence St., Shawnee, OK
 Current Zoning Classification: R -1; Single Family Residential District
 Requested Zoning Classification: Planned Unit Development (PUD)
 Proposed Use of Property: Single and Multi-Family Housing
 Applicant: The Landrun Group, LLC

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build.

Signature / Name	Address	Phone	Date
1 <i>Diana Sue Smith</i>	1520 N. Elm Shawnee	405-273-7677	3-31-2016
2 <i>Garry Johnson</i>	1520 N Elm Shawnee	405-273-7677	3/31/2016
3 <i>Mike Hall</i>	2 DUSTIN Cir. Shawnee	405-788-6649	3/31/2016
4 <i>Wayne Country</i>	4 DUSTIN Cir Shawnee	405 273-0439	3/31/2016
5 <i>Diana Country</i>	4 DUSTIN Cir Shawnee	273-0439	3/31/2016
6 <i>Roger Klaus</i>	6 DUSTIN Circle	826-3672	3-31-16
7 <i>Phyllis Butcher</i>	7 DUSTIN Cir	642-1514	3/31/16
8 <i>John C. Cline</i>	1 DUSTIN CIR	517-1620	3/31/16
9 <i>John H. Hays</i>	1800 N. Elm Ave	206-336332	3-31-16
10 <i>John Hays</i>	1816 N. ELM AVE	405 474 3637	3/31/16
11 <i>Suzanne Wall</i>	9 Dustin Circle	405-641-0198	4-4-16
12 <i>Wale Wigninton</i>	1510 N. Elm	405-788-5408	4-5-16
13 <i>Diane Meek</i>	1510 N. Elm	405-788-6352	4-5-16
14 <i>Roger Flint</i>	1522 N. Elm Ave.	405-481-3226	4-5-16
15 <i>James Lowe</i>	1404 Charles Dr	" 273-5716	4-6-16
16 <i>Charlotte Pozar</i>	1404 Charles Dr.	" 273-5716	4-6-16
17 <i>John Blanton</i>	1812 N. Elm	405 760-2269	4-28-16
18 <i>Robert K Spangler</i>	1808 ELM St	405 924-2588	04-28-16
19 <i>Debbie Shroy</i>	1804 N. E. Elm	405 275 5460	04-28-16
20 <i>Karen Wall</i>	9 Dustin Cir.	405-227-4705	04-28-16

From concerned citizens and home owners to the City of Shawnee Case #P03-16

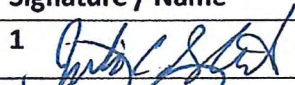
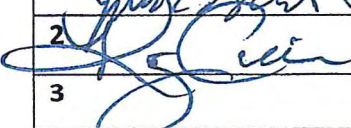
Notice is hereby given to the Commissioners of the City of Shawnee that the following citizens **OPPOSE** the proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/C SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning

General Location Known As: 1500 E. Independence St., Shawnee, OK
Current Zoning Classification: R -1; Single Family Residential District
Requested Zoning Classification: Planned Unit Development (PUD)
Proposed Use of Property: Single and **Multi-Family** Housing
Applicant: The Landrun Group, LLC

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build.

Signature / Name	Address	Phone	Date
1  John Stewart	5 Dustin Cir	405-431-9530	4-28-16
2  [unclear]	→ Dustin Circle	405-570-3659	4-28-16
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

From concerned citizens and home owners to the City of Shawnee Case #P03-16

Notice is hereby given to the Commissioners of the City of Shawnee that the following citizens **OPPOSE** the proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/C SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning

General Location Known As: 1500 E. Independence St., Shawnee, OK
 Current Zoning Classification: R -1; Single Family Residential District
 Requested Zoning Classification: Planned Unit Development (PUD)
 Proposed Use of Property: Single and Multi-Family Housing
 Applicant: The Landrun Group, LLC

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build.

Signature / Name	Address	Phone	Date
1 <i>Dolores Jones</i>	2 Sequoyah	273-7936	4/3/16
2 <i>Marie Askay</i>	4 Sequoyah	405-915-4210	4-3-16
3 <i>Raymond Askay</i>	4 Sequoyah	405-915-4230	4-3-16
4 <i>James West</i>	12 Sequoyah	405-878-6722	4-2-16
5 <i>John West</i>	12 Sequoyah	405-878-6722	4/7/16
6 <i>Carole West</i>	14 Sequoyah		4-2-16
7 <i>Gayle Swearingen</i>	5 Apache	405-273-0570	4/3/16
8 <i>W. Wood</i>	7 Apache	405-273-8055	4-3-16
9 <i>Brandon Davis</i>	11 Apache	405-638-5196	4/3/16
10 <i>W. Wood</i>	8 Apache	405-919-8285	4/3/16
11 <i>Elena Allen Bailey</i>	3 Apache	405-662-3683	4-3-16
12 <i>Wintery B. Ciley</i>	2 Apache	405-618-7078	4-3-16
13 <i>Howard McKinney</i>	9 Apache	714-348-2832	4-3-16
14 <i>Howard McKinney</i>	9 Apache	"	4-3-16
15 <i>Howard McKinney</i>	"	"	4-3-16
16 <i>Howard McKinney</i>	"	"	4/3/16
17 <i>Howard McKinney</i>	8		4-3-16
18			
19			
20			

April 28, 2016

From: Joe Hall, 1513 Mesa Verde, Shawnee, OK 74804

RE 1500 E. Independence

To The Planning Commission
Justin DeBruin

RECEIVED
APR 28 2016
CITY CLERK

I appreciate the changes the Marical Brothers made in the second Master Plan for Grove Park Cottages. The plan now shows exactly where dwellings will be built and provides for more single-family, permanent dwellings than before.

However, the plan lacks some central characteristics required in the City Code, "General Provisions of Planned Unit Development (PUD)." If these characteristics were followed, Grove Park Cottages could become an "innovative development" that "maximize[s] the unique physical features" of the lot at 1500 E. Independence along with providing "diversified living environments and land uses" (General Provisions of PUD, 22-190.2. B). I hope Marical Brothers Real Estate will continue to pursue PUD zoning, since this zoning can help guide them in creating a beautiful addition to Shawnee. Unfortunately, their current Master Plan does not fulfill the conception of a PUD as described in the city code.

The quotations below are from section 22-190 of the city code, "General Provisions of Planned Unit Development." Most quotations and references are to 22-190.2, "Intent and Purpose," and 22-190.5, "Criteria for Planned Unit Development Review and Approval." These references demonstrate that the Grove Park Cottages Master Plan does not provide for the required amenities; does not adequately provide for the health, safety, and welfare of the community; does not provide adequately for the continued maintenance of the development; does not demonstrate innovative development; and above all, does not maximize the features of the lot at 1500 E. Independence. All these are intended or are criteria for a PUD in the city code.

Amenities beyond those required in a conventional development.

Amenities should be additions to Grove Park Cottages to make it a more pleasant place to live. The General Provisions require that "the applicant should be prepared to provide amenities . . . that might not be required or possible in a conventional development" (GP 190.5). It further provides that "Amenities should be considered as an important justification for development and City approval of a PUD" (GP 190.5, 8). The amenities proposed in the Grove Park Cottages master plan are not adequate to justify City approval.

In addition to sidewalks and storm shelters, the developers say that a "pond and common area, pavilions, and an optional walking trail [will] establish recreational amenities" (Master Plan, page 1). Later, the plan adds "benches and picnic tables" to this list (page 2). This seems good, except that while the pond is on the Master Plan, the common area, benches, picnic tables, and pavilions are not. Even worse, the walking trail is "optional," meaning that the developers have not committed to building it. The area

around the pond might be intended to be the common area, but that area is a steep incline which will be covered with water after heavy rains and is not suitable for a common area, picnic tables, or pavilions.

The promised amenities do not provide "an important justification for development and City approval" of this PUD.

Protecting the health, safety and welfare of the community (GP 190.2, 6).

The slope of the lot is down to the north and east, causing rain water, debris, snakes, and other undesirable objects to flood the back yards of residents on the west side of Mesa Verde. A berm is required to turn this water to the north, but the developers will "allow" only a wood fence along the east line. In addition to being inadequate to control the flow of water, "allowing" this to be built seems to leave the fence as an option for each resident on the east side of Spruce Drive. Since this is Phase III and IV of Grove Park Cottages, even the inadequate fence might not be built for several years, leaving water to continue to flow through the back yards of neighboring residents.

Providing for continued maintenance.

The Master Plan should provide for the "permanent retention and continued maintenance" of usable open space (GP 190.5, 8). However, the provision for maintenance of Grove Park Cottages is not clear and perhaps not practical. The Master Plan calls for a Property Association to be formed. This PA will be responsible for "an elevated maintenance of all yards, common areas, landscaping areas inside and outside the walls of the individual homes and courtyards" (Master Plan, page 2, paragraph 3). However, the Property Association's responsibility later in the same document is restricted to "all garden areas outside the residential yards" (page 4, #7). This does not make clear who is to maintain the yards.

In addition, the Master Plan does not clarify who will manage the Property Association. The PA is to use mandatory dues "to pay for lawn/landscape maintenance, electric charges, general liability insurance, reserves for maintenance, etc." but no provision is made for anyone to hire the workers, write the checks, and generally oversee this considerable work. This lack of clarity and absence of responsibility does not seem adequate for the "continued maintenance" of Grove Park Cottages.

Innovative Development.

The General Provisions of PUD, when describing the intent and purpose of PUD, state three times that the PUD is to "encourage innovative development" (GP 190.2, 1, 5, 6). The Conceptual Plat for Grove Park Cottages does not demonstrate innovation (to introduce something new) except in finding ways to build as many dwellings on 12 acres as possible.

Maximizing the features of the lot.

PUD is to "Permit flexibility within the development to maximize the unique physical features of the particular site" (GP 120.2, 2). Nowhere in the Master Plan do the developers recognize the lot's physical features other than the creek bed at the north end. In the Master Plan, the magnificent pines, spreading live oaks, groves of smaller trees,

and the forested area on the north end of the lot are apparently only objects to be removed instead of valuable shade trees, delightful amenities for the people who will live in these dwellings, and valuable and rare trees that add to the attractiveness of the entire community.

These trees have not grown haphazardly, but have been planted perhaps fifty years ago so as to be distributed through the open space on the south half of the lot. They are sometimes planted in groups of two or three, providing a thick canopy for shade, cooling a large area in the summer. In one place, three live oaks surround an old concrete bird bath, evidence of the planning that provided for the even distribution of the trees on the lot. Destroying these trees would deprive the community of natural features that cannot be replaced in another forty or fifty years.

Maximizing these unique physical features and being innovative might involve building only one street down the middle of the lot, perhaps weaving its way among the trees, and providing for lots that take full advantage of the location of the trees, shrubs, and other features. Duplexes could be worked in among single-family homes or placed together in one location along the parkway. In addition to saving the trees, this would eliminate the troublesome six exits onto Elm by removing the six duplexes lined up on the west side of the lot and would save the Marical Brothers the expense of bringing Elm Street up to code. The current Master Plan fails, however, to show any attention to the required landscaping in spite of the many advantages the lot already holds.

The north end of the property should not be developed, but should be retained as a unique forested area containing large examples of several trees native to Oklahoma. A trail through this park with benches would be a major amenity for younger and older families as well as for users of the Bryan Street walkway.

A consideration of the physical features of the lot will also find trees growing along the east and west borders of the lot. These might be used for screening instead of building a fence on the east side and for privacy on the west side if the row of duplexes is omitted (190.5, 11. a.)

While such a plan might reduce the profit to be made from the property, it would make the Grove Park Cottages live up to its name, make it far more acceptable to the neighborhoods surrounding it, and make it a lovely addition to the Brian Street walkway and to Shawnee.

RECEIVED
APR 05 2016
CITY CLERK

March 22, 2016

City Manager Justin Erickson
City of Shawnee Mayor Wes Mainord
City Commissioners – Mainord, Agee, Harrod, Hall, Shaw, Lykstra
City Planning - Morton, Clinard, Kerbs, Bergsten, Cowen, Kenzle, Affentranger

Re: Rezone of property Case #P03-16

To Whom It May Concern:

We, Todd and Starla Howard, have lived in the neighborhood of Emerald Forest, for the past 10 years at 1704 Wildwood.

We have been informed as to the rezoning effort and are opposed to a Planned Unit Development (PUD)/Single & Multi-Family Housing. This is not a positive endeavor for our neighborhood of Emerald Forest on Mesa Verde and Wildwood. We wish for this property to remain at the current zoning classification of R-1; Single Family Residential District.

This rezoning will draw additional traffic around the school, which is likely to present additional risk/danger to the health and safety of our children. This property is on a corner, at a bus stop, in a school zone; therefore, there is much concern for traffic and congestion. Flooding and drainage is also an issue for homes in Emerald Forest and surrounding neighborhoods. Crime is also another factor. Noise and other nuisances are other issues. Another huge concern is home value diminution for the homes in Emerald Forest as well as other nearby neighborhoods.

As homeowners and residents of Emerald Forest, we believe that the rezoning will have a significant impact on the character and quality not only of our neighborhood, but of the township as a whole. Fear of decreased property value and concern of investments are valid reasons and concerns for opposing this rezoning. This zoning change could adversely impact many neighborhoods in the township. The rezoning also may mean a tax increase. The new development may not enlarge the tax base enough to pay for the new schoolrooms and additional county services its residents may require. Rezoning can promote neighborhood decay and speed the demise of the single family neighborhood. Zoning is meant to preserve this, not endanger or attack this.

On another note, I have taught at Will Rogers Elementary School in the Shawnee Public School system for 20 years. In this time I have witnessed first hand these types of developments that come in to our communities and districts labeled "high income" but our community has never been able to support "high income" rental property and therefore become low income, Section 8, Native American, tribal housing. These developments also have a very high mobility rate which in turn effects a school system/district dramatically in a very negative way.

In the 20 years of teaching I have serviced these type families and have witnessed the high mobility rate at which these families move about the community. Will Rogers has gone

from 32% free and reduced lunches to 97% free and reduced lunches based on poverty rate since properties such as these developed in our district. This is not beneficial to school districts (test scores, class size, teacher student ratio, etc.). I also realize that many community members earn a living by buying, selling, building and renting properties such as these. We as a community cannot continue to cater to this endeavor. There is a healthy balance to be maintained (agricultural, residential, commercial, R-1, R-2, etc.). Our rental property percentage is just as much or more than our single family home properties.

This is why the planning committee, commissioners and mayor are in place to maintain this healthy balance. It is not a question of the quality of materials, craftsmanship or intent. It is a question of is this a healthy balance for our community, this particular neighborhood, location, school district, etc. The high mobility rate will also cause this development to decrease in appearance and value thus decreasing surrounding property values. We can also not compare Golden Acres or other developments such as these to the intended development. Each neighborhood, location, community, district has it's own individual impact and issues. Golden Acres is zoned much differently at a much higher standard than this intended development and has a very different impact on that area's property value.

This why we are here today to ask the committee, commission and mayor to please maintain a healthy balance and deny the rezoning of property case #P03-16.

Sincerely,



Todd Howard
1704 Wildwood
405-214-9414



Starla Howard
1704 Wildwood
405-214-9414

RECEIVED
APR 05 2016
CITY CLERK

1513 Mesa Verde

Shawnee, OK 74804
April 1, 2016

RECEIVED
APR 01 2016
CITY CLERK

To the City Planning Commission and to the City Commission

Letter of Protest concerning Case #PO3-16

My wife and I protest the proposed rezoning of 1500 E. Harrison from R-1 to PUD. We believe the Master Plan submitted in support of rezoning reflects confused or duplicitous thinking about the proposed Planned Unit Development.

The following nine points suggest confusion or duplicity by the developers.

1. This development is going to be called "Grove Park Cottages"—or maybe it will be called "Elm Street Cottages" (Master Plan, Cover and Part 1, paragraph 1).
2. The developers will build single-family houses on both sides of Spruce Drive—but maybe later they will change the West side of the street to duplexes even though this will make the single-family houses less desirable. Will they inform the people who want to rent the single-family houses that they might build duplexes across the street from their houses?
3. The developers recognize that they should "provide amenities and services that might not be required or possible in a conventional development" (General Provisions of PUD, 22-190.5). They surely know that these "amenities should be considered as an important justification for development and City approval of a PUD" (General Provisions of PUD, 22-190.5, A. 8). Knowing this, they say that they will provide a greenbelt and private park (though they might replace these with a management office), and if they build the management office it will "potentially" (but clearly not necessarily) provide amenities such as a community room, pool and weight room. So the developers have listed these required amenities but have not promised to provide any of them.
4. The developers know that their development should "maximize the unique physical features of the particular site" (General Provisions of PUD 22-190.2, B.2), so they will use a creek bed as the location for a pond. They will build a "walking trail around [the] pond with benches and picnic tables, and pavilions" (Master Plan, page 3, paragraph 1). However, in their general statement about the development (page 2, paragraph 1), they state that the walking trail around the pond is "optional." This provides the developers with a way to avoid building the walking trail, and maybe the benches and picnic tables as well.
5. They apparently believe their plan is "in accordance with the spirit and purpose of the . . . land use and zoning districts adjacent to it" (General Provisions, 22-190.5, A. 1.), even though less than one percent of the area within one-fourth mile of 1500 E. Harrison is multifamily housing, and in spite of petitions signed by about

100 people who live around 1500 W. Harrison protesting the building of rental duplexes on this lot.

6. In spite of many people living on and using Elm Street who believe that increased travel on the narrow street will be dangerous, the developers nevertheless find it necessary to build up to six drives in addition to the outlet street, Hamlock Way, on Elm Street.

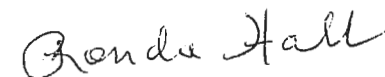
7. The developers understand that they must employ treatments to "separate the PUD from abutting properties, including commitments to landscaping, screening, earth berms, or similar techniques" (General Provisions of PUD, 22-190.6, 11.a.). However, they choose the cheapest and shortest-lasting method, a wood fence (Master Plan, page 4, #6).

8. In order to provide for the "permanent retention and continued maintenance" (General Provisions of PUD, 22-190.5, A.8) of (potential) open spaces, along with "an elevated maintenance of all yards . . . landscaping areas inside and outside the wall of the individual homes and courtyards," a "Property Association (PA) will be created in the subdivision covenants" (Master Plan, page 2, paragraph 3). Based on our experience of the difficulty of maintaining a neighborhood association even when everyone owns his home, we are doubtful that several temporary residents in rental property will step forward to take this responsibility upon themselves. We doubt that this method will insure the permanent retention and maintenance of open spaces and residential lawns.

9. The developers seem confused about who will maintain different areas. In their description on page 2, paragraph 3, they propose that all landscaping areas including "all yards . . . inside and outside the wall of individual homes and courtyards" will be maintained by the Property Association. But on page 4, #7, they restrict the Property Association's responsibility to "all garden areas outside the residential yards." This is not a clear statement about who will care for the yards.

Ronda and I believe these inconsistencies, suggesting poor planning and disregard for the provisions for PUD zoning and for previous protests, should lead the Planning Commission and the City Commission to deny the application to rezone the property at 1500 E Harrison, leaving it R-1.


Joe Hall


Ronda Hall

1513 Mesa Verde

Shawnee, OK 74804
April 1, 2016

RECEIVED
APR 01 2016
CITY CLERK

To the City Planning Commission and to the City Commission

Letter of Protest concerning Case #PO3-16

My wife and I protest the proposed rezoning of 1500 E. Harrison from R-1 to PUD. We believe the Master Plan submitted in support of rezoning reflects confused or duplicitous thinking about the proposed Planned Unit Development.

The following nine points suggest confusion or duplicity by the developers.

1. This development is going to be called "Grove Park Cottages"—or maybe it will be called "Elm Street Cottages" (Master Plan, Cover and Part 1, paragraph 1).
2. The developers will build single-family houses on both sides of Spruce Drive—but maybe later they will change the West side of the street to duplexes even though this will make the single-family houses less desirable. Will they inform the people who want to rent the single-family houses that they might build duplexes across the street from their houses?
3. The developers recognize that they should "provide amenities and services that might not be required or possible in a conventional development" (General Provisions of PUD, 22-190.5). They surely know that these "amenities should be considered as an important justification for development and City approval of a PUD" (General Provisions of PUD, 22-190.5, A. 8). Knowing this, they say that they will provide a greenbelt and private park (though they might replace these with a management office), and if they build the management office it will "potentially" (but clearly not necessarily) provide amenities such as a community room, pool and weight room. So the developers have listed these required amenities but have not promised to provide any of them.
4. The developers know that their development should "maximize the unique physical features of the particular site" (General Provisions of PUD 22-190.2, B.2), so they will use a creek bed as the location for a pond. They will build a "walking trail around [the] pond with benches and picnic tables, and pavilions" (Master Plan, page 3, paragraph 1). However, in their general statement about the development (page 2, paragraph 1), they state that the walking trail around the pond is "optional." This provides the developers with a way to avoid building the walking trail, and maybe the benches and picnic tables as well.
5. They apparently believe their plan is "in accordance with the spirit and purpose of the . . . land use and zoning districts adjacent to it" (General Provisions, 22-190.5, A. 1.), even though less than one percent of the area within one-fourth mile of 1500 E. Harrison is multifamily housing, and in spite of petitions signed by about

100 people who live around 1500 W. Harrison protesting the building of rental duplexes on this lot.

6. In spite of many people living on and using Elm Street who believe that increased travel on the narrow street will be dangerous, the developers nevertheless find it necessary to build up to six drives in addition to the outlet street, Hamlock Way, on Elm Street.

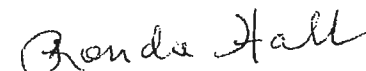
7. The developers understand that they must employ treatments to "separate the PUD from abutting properties, including commitments to landscaping, screening, earth berms, or similar techniques" (General Provisions of PUD, 22-190.6, 11.a.). However, they choose the cheapest and shortest-lasting method, a wood fence (Master Plan, page 4, #6).

8. In order to provide for the "permanent retention and continued maintenance" (General Provisions of PUD, 22-190.5, A.8) of (potential) open spaces, along with "an elevated maintenance of all yards . . . landscaping areas inside and outside the wall of the individual homes and courtyards," a "Property Association (PA) will be created in the subdivision covenants" (Master Plan, page 2, paragraph 3). Based on our experience of the difficulty of maintaining a neighborhood association even when everyone owns his home, we are doubtful that several temporary residents in rental property will step forward to take this responsibility upon themselves. We doubt that this method will insure the permanent retention and maintenance of open spaces and residential lawns.

9. The developers seem confused about who will maintain different areas. In their description on page 2, paragraph 3, they propose that all landscaping areas including "all yards . . . inside and outside the wall of individual homes and courtyards" will be maintained by the Property Association. But on page 4, #7, they restrict the Property Association's responsibility to "all garden areas outside the residential yards." This is not a clear statement about who will care for the yards.

Ronda and I believe these inconsistencies, suggesting poor planning and disregard for the provisions for PUD zoning and for previous protests, should lead the Planning Commission and the City Commission to deny the application to rezone the property at 1500 E Harrison, leaving it R-1.


Joe Hall


Ronda Hall

March 25, 2016

RE: CASE: PO3-16

To: City of Shawnee Planning Commissioners

City of Shawnee City Commissioners

RECEIVED
APR 01 2016
CITY CLERK

This letter is our formal protest in the rezoning request of the property located at the corner of Elm & Independence from an R-1 (Single Family) to a PUD.

A recent attempt to rezone this from R-1 to R-2 was met with great opposition and was voted down by the Planning Commission. We were surprised to receive another letter notifying us of another rezoning attempt. Changing the rezoning from a R2 to a PUD and allowing for multifamily dwellings (rental complex) is what we were opposed to the first time and what we are still opposing!

We want our neighborhoods which mainly consist of single family "owned" homes to remain just that!

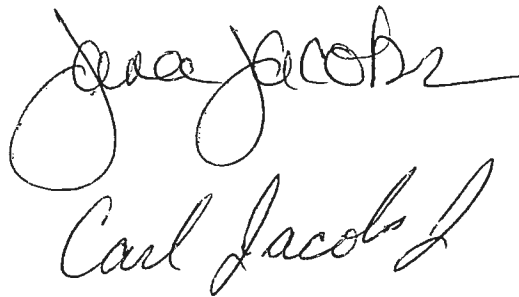
This rezoning application process has also been a concern to us. It makes no sense that the Landrum Group can propose this PUD rezoning but the plan isn't available in a timely manner for us to review. We've made several attempts to get this plan but were told it was not complete. Why we were even notified of this rezoning if the plans weren't complete & available to us?

****We are 100% opposed to this rezoning and would ask that you vote this down & allow this property to remain a single family zone.****

Carl & Jana Jacobs

1508 Mesa Verde

Shawnee OK 74804



Carl Jacobs

4/1/16

Shawnee Planning Commission
& Shawnee City Commission,

Re: Case # P03-16: Rezoning
as a Planned Unit Development

We write to express our strong opposition to the PUD referenced above. As a homeowner in the area, we are deeply concerned that these plans will change the fabric of our neighborhood in a detrimental way.

A multiunit rental development will increase

traffic congestion, decrease safety, and reduce property values.

Please note, we are not opposed to development per se. A development of single family owned homes consistent with the surrounding neighborhood would not be opposed.

The current development plan, however, is detrimental to our families & therefore not supportable. Please deny this request.

RECEIVED

APR 01 2016

CITY CLERK

Mike & Rhonda Bricker
& Dustin Calk
Shawnee, OK 74804

RECEIVED
APR 01 2016
CITY CLERK
3

Letter of Protest

April 1, 2016

City of Shawnee Planning Commission/City Commission
City Hall
16 W 9th St.
Shawnee, Ok. 74801

Re: Re-Zoning Case # PO3-16

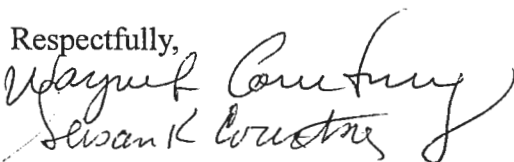
Dear Sirs:

We are writing this letter in protest of the proposed rezoning of the former Carpenter property (Independence & Elm) from R-1 to PUD. We have lived at 4 Dustin Circle off Elm Street for 29 years and are strongly against the zoning change. This quiet district of single family homes has provided our family and our neighbors the privacy and security that we had envisioned when we bought our home in the particular area of Shawnee.

Of primary concern is the potential dramatic increase in traffic on the streets (Elm Street in particular) in the immediate vicinity that already are in marginal condition, That being said, we see no positive results from changing the zoning status of this property either for our neighborhood or the city of Shawnee.

We feel the the PUD application is both incomplete and vague about the proposed phases of construction and the final PUD completion result. Therefore we ask that you deny the approval of re-zoning case #PO3-16.

Respectfully,



Wayne and Susan Courtney
4 Dustin Circle
Shawnee ,Oklahoma 74804

405-273-0439

Brian Dude

1709 Autumn Lane • Shawnee, OK 74804 • Phone: 405-990-4140



April 1, 2016

Lesia Shaw
Ward 5 Commissioner
City of Shawnee
16 W 9th St.
Shawnee, OK 74801

Dear Commissioner Shaw:

I am once again writing to you to express my concern regarding Case #P03-16 which addresses the rezoning of the former Carpenter property located at the intersection of Independence and Elm from R-1 to PUD. As we've been through the process before, with the developer proposal to rezone from R-1 to R-2, the case number may have changed, but I can assure you that the concerns and opposition to this development from my family and neighbors remains the same. I am happy to re-state those reasons for you below.

As a relatively recent arrival in Shawnee, and thus involved in the local real estate market, I am extremely troubled by the prospect of a rezoning decision that could have significant negative implications on my property value, as well as the property values of my neighbors.

Since purchasing our home last May, we have enjoyed the quietness and neighborliness we have found. We often walk our child and dog up and down Bradley, Elm and Independence and the surrounding neighborhoods. We have always felt safe doing so.

In my view, building a development like the one proposed by this group, not only is not a "fit" for the area based on the surrounding neighborhoods, but would also have a significant deleterious effect on the quiet, family-oriented atmosphere of the area.

Most significant, however, is the potential for a substantial loss of property value on our home. Based on the research I have seen, the impact of this development could be such that it would be untenable for our family to stay in our current home without suffering a significant financial blow.

In short, a development of this sort in our backyard is NOT what we signed up for when we moved to the area last year and I hope you will continue to do everything in your power to prevent this rezoning. Nothing has changed for the residents of this area since this developer last tried to pass this re-zoning, and I hope that the city will recognize that the will of the citizens who make this area our home is strongly in opposition to this project.

Thank you again for your time and attention to this matter.

Sincerely,

Brian Dude

Cc: City of Shawnee Planning Commission
Shawnee City Commission

RECEIVED
APR 01 2016
CITY CLERK
5

Larry & Diana Inman
1520 N. Elm Avenue
PO Box 3551
Shawnee, Oklahoma 74802-3551
405.273.7677 (H) 405.323.6070 (Cell)
Carpenter-n-Wife@sbcglobal.net

RECEIVED
APR 01 2016
CITY CLERK
6

TO: Planning Commission, City of Shawnee, OK,
RE: Case #PO3-16 Rezoning of former Carpenter property from R-1 to PUD Multi-Family

Friday 1 April 2016

Ladies and Gentlemen

We live at 1520 N. Elm Avenue, directly west of the property in question. We strongly object to the proposed development of the "Carpenter Property" as described in the "Grove Park Cottages Master Plan."

- 1) We are not against all development for this property. We would support R-1 with a single entrance from the primary street (Independence) diverging into internal cul-de-sacs. Such is the development pattern of other R-1 sub-divisions in the area: Emerald Forest, Dustin Circle, Briarwood Estates, Deerfield Estates, Granada Estates, Henson Hill, Windmill Ridge, and others.
- 2) The "Master Plan" document is inconsistent and incomplete. The plat is not specific as to what kind and how many structures and/or driveways will be placed in various sections of the development. (It is suspicious that virtually all details are missing from the "Duplex" section facing Elm Avenue, which was an extremely contentious element of the previous plat presentation.)
- 3) The zoning request includes both R-1, R-2 Multi-Family, as well as "Alternative Zoning." The opening of the development for "Alternative Zoning" is so vague as to allow for virtually any kind of development the builders desire, regardless of the current plat.
- 4) Turning this property into a large rental sub-division will negatively impact nearby property values.
- 5) Since we moved to 1520 N. Elm Avenue in 1997, we have been continually investing in our property and find this proposed rezoning distressing.

Larry & Diana Inman
1520 N. Elm Avenue
PO Box 3551
Shawnee, Oklahoma 74802-3551
405.273.7677 (H) 405.323.6070 (Cell)
Carpenter-n-Wife@sbcglobal.net

6) The presence of numerous driveways emptying onto Elm Avenue will create a traffic problem, as well as endanger children and adult pedestrians, especially because Elm Avenue is not a standard-sized street, at the same time as it is a cut-through street. Young men often enjoy Elm as a test road for their big engines.

7) The City of Shawnee will incur significant costs to improve Elm Avenue because of the increased traffic and driveways

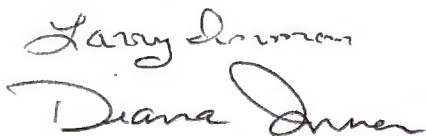
8) The presence of multi-family dwellings on Elm Avenue will necessitate numerous mail boxes and vehicles along the street as well as polycarts, and recycling boxes on trash pickup day.

9) This proposed development will destroy all local habitat within the 11.99 acres. This habitat currently supports deer, turkey, fox, and other local wildlife. A less dense R-1 project would not be so environmentally devastating.

Summary: You are the people responsible to the residents of Shawnee for the way development impacts all of us. You are charged with seeing to the interests of the local population rather than the sole interest of an out-of-town developer. There are many other locations in Shawnee where a development such as the one proposed by the Marical Brothers would be welcome and appropriate. 1500 E; Independence is not it.

Please do not approve this zoning change as presented by The Land Run Group and Marical Brothers Real Estate.

Sincerely,

Handwritten signatures of Larry and Diana Inman. The signature for Larry is written above the signature for Diana.

Larry & Diana Inman

RECEIVED

APR 01 2016

CITY CLERK

7

Christopher E. Aston, Ph.D.
Homeowner and President,
Emerald Forest Homeowners' Association
1516 Mesa Verde
Shawnee, OK 74804

Friday, April 01, 2016

City of Shawnee Planning Commission
City of Shawnee City Commission

Re: Case #P03-16 Rezone of property from R1 to Planned Unit Development

To the Honourable Mayor, Commissioners, City Manager and City Planner,

I am president of the Emerald Forest Home Owners' Association and own a property (1516 Mesa Verde) that abuts directly to the east of the property referred to in case #P03-16.

I OPPOSE THE PROPOSED REZONING FROM R-1 TO PLANNED UNIT DEVELOPMENT (PUD)

of 1500 E. Independence Street. I ask you to **NOT APPROVE** the proposed rezoning from R-1 to PUD of 1500 E. Independence St.

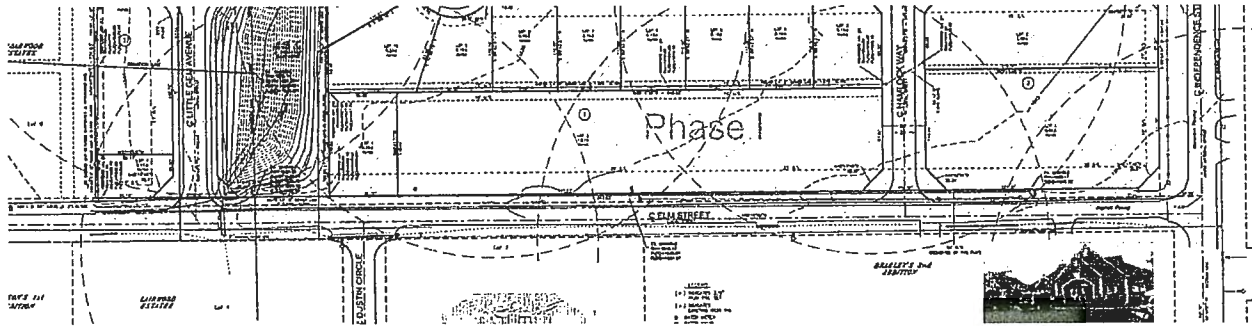
I will address the following concerns regarding the PUD proposal:

- Constituents
- Cost
- Consistency
- Congestion
- Crime
- Consequences

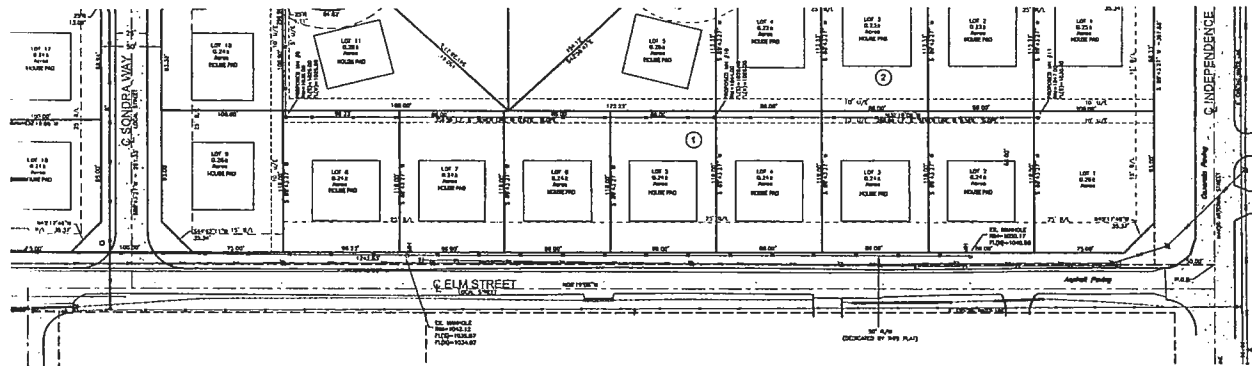
However, I first raise some issues regarding the application itself. First, we, the affected homeowners, received a notice of the rezoning request dated March 17th. It states on this notice that "A copy of the application is available for public inspection". This was not true. As of March 17th a copy of the application was not available. It was not until March 28th that a copy of the application was available for public inspection, leaving just 5 work-days to determine what the plan was and act before letters and petitions against the plan were due at the City Clerk's office. The reason given was that the City Planning department had required some changes. This suggests that application for the PUD was not, in fact, complete at the time that March 17th

notice to give adequate public inspection. To allow adequate time this application should be deferred to the next City Planning Commission meeting in May.

Second, the application, or more specifically the Conceptual Plat, is incomplete or at least lacking in key details. In the Plat the entire development along Elm Street and at the north end across the back of Autumn Lane is devoid of detail.



Buried in The Master Plan is that these blocks will be developed as duplexes with at least six driveways accessing directly onto Elm St. In a previous plan submitted by this same developer for this same property, the development along Elm St. was shown in detail



as duplexes with driveways accessing directly onto Elm St. This raised a lot of opposition, especially from homeowners on Elm St. and Dustin Circle with respect to subsequent congestion and safety issues on Elm St. The feeling among the affected homeowners is that the developers are being deceptive about their plans along Elm St. to avoid this same backlash. Indeed, looking at the Conceptual Plat as a whole, it is notable that while lots with single-family residences are actually drawn in the plat, no lot with a duplex multi-family residence is indicated anywhere. Knowing that it is the duplex, multi-family residences that provoked the most opposition that last time this same developer proposed a plan for this same property, this failure to indicate any multi-family residences also leaves the affected homeowners feeling that the developers are being deceptive about their plans. However, even what detail they show is deceptive. While lots 3 – 8 are indicated as single-family residences on the Conceptual Plat, the Master Plan states “if not developed by 2020 Lots 3 through 8” these will be developed as

duplexes. There are several other parts of the plan that allow the developers to change to duplex multi-family residences if the land is not already otherwise developed by 2020. Particularly egregious is the plan to rezone one block as R-2 when the previous rezoning application from R-1 to R-2 in this area was not approved by the Planning Commission. Given these deceptions, apparent or real, how can the homeowners be expected to trust the developers to hold to any of their assurances regarding who they accept to rent these residences? If only to provide complete details for blank spaces in the Conceptual Plat (that is, all of the duplexes) this incomplete application should be deferred to the next City Planning Commission meeting in May.

Apart from the application itself, this rezoning R-1 to a Planned Unit Development (PUD) has resolved none of the main issues that I had raised in opposition to the previous application for rezoning from R-1 to R-2.

CONSTITUENTS: In spite of the short time-frame (we were not going to ask people to sign a petition until we had seen what the PUD plans were, which was not until March 28th) we have already gathered fifty (50) signatures opposing the rezoning from R-1 to PUD. (Copies attached at the end of this letter.) These represent nearly all residences in the Emerald Forest Edition to the east and nearly all of the residences on Elm St. and Dustin Circle to the west of the proposed development. I remind you that against the previous attempt by this same developer for this same property with a very similar plan to build multi-family residences we collected 105 signatures and we expect more than this in opposition to this rezoning from R-1 to PUD. Thus far, for either round of petitions, has anyone that we approached refused to sign the petitions in opposition to multi-family residences in this development. The people living in this area surrounding 1500 E. Independence have repeatedly expressed their opposition to multi-family housing in this development. Please follow the will of the people and do not approve this application for rezoning of 1500 E. Independence from R-1 to PUD.

COST: I and my fellow homeowners in Emerald Forest have substantial investments in our homes; homes that are valued at two, three or even four hundred thousand dollars. We are concerned that the proposed development of the neighboring property into rental properties, especially duplex rental properties as stated by the developers, as allowed under the proposed PUD rezoning, will negatively impact the values of our homes in neighborhood. Now some would say that the claim that neighboring rental properties will reduce property values, while widely believed, is anecdotal at best. Indeed, at the last Planning Commission meeting (January 6th) the City Planner, Justin Debruin, stated that he had not read anything to substantiate the

claim. To address this I researched the matter and found several research reports (Usery, 2012; Ellen, 2007; Obrinsky, 2007; Goetz, 1996; Sirmans, 1996; Wang, Grissom, Webb & Spellman, 1991 – see List of References). There are also some studies that failed to show a change in property values as pointed out by the developers at a City Planning Commission meeting for the previous application from same developer for this same property defending rezoning from R-1 to R-2 (multi-family residences). Of these studies, the most applicable to Shawnee is Usery (2012), which was based on Fort Collins, Colorado. Like Shawnee, Fort Collins is 40 miles from a major city (Denver); like Shawnee, Fort Collins has a college campus (Colorado State University), has Hospitals and much the same professional clientele that the developers claim to be targeting with their high-end rental residences. Usery (2012) showed that "Rentals within 1/4 mile of a sold home had a negative impact on price." My property and most if not all the Emerald Forest neighborhood, **lies within a quarter mile of the proposed rental properties.** Hence I and my fellow Emerald Forest homeowners believe our concern that our property values will be reduced is valid.

I would also point out that it is not just the homeowners in Emerald Forest that are concerned. From the petitions that have been circulated (see attached petitions – originals are with the City Commission), homeowners residing on Autumn Lane to the north, on Dustin Circle and N. Elm Street to the west, and on Sequoyah, Apache, Arapaho and others to the south are also concerned about the negative impact of the proposed development and are opposed to the rezoning of 1500 E. Independence from R-1 to PUD.

To what extent will prices be affected? Based on models presented by Usery and the proposed number of rental units from the developers, a homeowner can expect

a loss of 10% - 24%, that is, \$20,000 to \$48,000 dollars for a \$200,000 home, with the 24% being reached if the developers proceed with all of the duplex development hidden in their Master Plan. To be clear, this model does not consider the presence of rental property as an all or nothing effect. The model uses the percentage increase in the number of rental units within a quarter mile of Emerald Forrest. We are well aware of the neighboring rental units, such as those on the north-west corner of E. Independence and N. Elm (Sunset Village), and the rental properties on the south side of E. Independence. These have been factored in to the model. The predicted large loss in home value calculated above is due to the proposed massive development of rental property over and above what already exists. Rezoning from R-1 to PUD to allow higher density multi-family, duplex rental housing plays a large role in this.

The developers have claimed in the past (for example, at the City Planning Commission meeting on January 6th) that their rental property development on the corner MacArthur and N. Leo (see Figure 1) has actually increased property values in that neighborhood. One has to wonder

if, with the additional rental property development they are building next to the first, the three homes that will be hemmed in on the same block as these developments will actually see an increase in value. Are we to believe that increase in home values for home in the neighborhood of MacArthur and N.Leo (see Figure 2) implies that homes in Emerald Forest (see Figure 3), Dustin Circle (see Figure 4) and Autumn Lane (see Figure 5) will also see an increase in value? I for one fail to see the comparison.

CONSISTENCY: At a previous Planning Commission (January 6th) the City Planner, Justin Debruin, raised the point that the “Sunset Village” rental units on the north-west corner of E. Independence and N. Elm property is zoned R-3 and, therefore, sets a precedent for rezoning higher than R-1(single family residences) in the area. On looking at these surrounding neighborhoods I would point out that 1500 E. Independence is almost completely surrounded by either R-1 or A-1 zoning (according to the Planning Department’s website): Emerald Forest to the east is R-1, Autumn Lane to the north is R-1, Dustin Circle and N. Elm street are R-1 and A-1 and it is R-1 on the south side of E. Independence. If a quarter mile wide band is drawn around 1500 E. Independence (see Figure 6) then this R-3 (multi-family residence) zoned area represents **less than 1%** of the surrounding area. Thus, the current R-1 (single family residence) zoning is far more consistent with the area than the proposed PUD/multi-family residence zoning.

CONGESTION: A concern, which is perhaps a greater concern for those living on Elm St and Dustin Circle but I will mention here, is the increase in traffic that the development will cause, particularly from the duplexes, allowed under PUD zoning, the developers propose to build along Elm St. Elm St is currently a narrow road that is worrisome to drive particularly at night (see Figure 7). The developers, as required, will improve the side of the Elm Street abutting these proposed duplexes. Is the city prepared to improve the west side of the road at the same time? The west side is kerbed at the north end of Elm St (north of the north end of the 1500 E. Independence property but the east side is not, leaving Elm St. narrow north of the north end of the 1500 E. Independence property. Who will be responsible for ensuring that from Independence Bradley, Elm Street can safely accommodate the increased traffic, especially from the high density duplex rental property allowed by PUD zoning that will open directly on to Elm? There does not seem to be any plan in place for this.

CRIME: A second issue these Sunset Village units raise is increased crime rates. I and my fellow homeowners are concerned about increased crime in our neighborhood because of the proposed rental development. The **original plan** for the Sunset Village rental units was as a retirement community. These rental units have since been sold and have now become section-8 rental property. Those neighboring these rental units (Dustin Circle and Elm St.) now witness numerous visits by the police with arrests and searches. While the developers of the proposed rental properties on 1500 E. Independence swear up and down that they will not accept section-8 renters, there is no guarantee that a few years from now they sell the property and the new owners do accept section-8 renters, just as the above units changed from the original retirement community plan to section 8 rental property except on a far larger scale.

In this vein, consider the history of the Chapel Ridge development on Union and 45th Street that has some disturbing parallels to the proposed development of 1500 E. Independence. The **original plan** for the Chapel Ridge development was to provide high-end rental property, just like the intent of the current developers for 1500 E. Independence, to cater to professionals from, for example, OBU, St. Gregory's, the hospital and those commuting from Shawnee to Tinker AFB and OKC. Yes, we are aware that these were apartments, not duplexes or single family homes, but they are still rental properties. The developers were unable to achieve better than 10%-20% capacity and began to hemorrhage money. In desperation they turned the development into section-8 rental housing. The consequences have been far reaching. The local school, Will Rogers, once among the top schools scholastically in Shawnee, is now among the bottom. The free lunch program at Will Rogers went from 30% participation to 98% participation. Judging from recent reviews, there has been a significant up-swing in crime:

ChapelRidge of Shawnee

1500 E 45th St Shawnee OK

 Write a review

3.8 ★★★★★

9 reviews

Sort by: Most helpful ▾



Mary Stevens

3 weeks ago



Very bad. do not live here. The rooms are infested with ants. the heaters don't work and don't get fixed. there is gang violence within. the people at the front desk are not nice. Terrible terrible experience. It's cheap because the ... [More](#)



Kaitlin Dixon

8 months ago



Horrible people horrible environment to live in if you have kids instead of it called chapel ridge it should be called ghetto Ridge. security fences don't even work there is gang violence everywhere especially after hours car got broken ... [More](#)



Brian Sharpe

2 months ago



Nice place although the local tenants are less refined.

The Chapel Ridge development was very nice with excellent amenities. It was close to OBU, the hospital and highway access. Yet with the goal of providing high end rental property for professionals in Shawnee it failed. One could conjecture reasons – perhaps there just is not a sufficient volume of professionals in Shawnee seeking such rental property to sustain a high-end rental development. No matter the reason, the question remains whether the proposed 1500 E. Independence rental development that is not as close to OBU, not as close to the hospital, not as close to highway access, will fare any better at attracting sufficient high-end clientele to fill the high density development afforded by PUD zoning to avoid a similar descent because of financial hardship. I am sure that with a little research several more such instances will be found. Again, while the developers of the proposed rental properties on 1500 E. Independence swear up and down that they will not accept section-8 renters, can they guarantee this for the next decade or two decades. Shawnee history with There is no guarantee that a few years from now they sell the property and the new owners do accept section-8 renters and we, the homeowners, are left with a mess on our hands, possibly a dangerous mess at that.

CONSEQUENCES: Speaking of Will Rogers School raises concern about the effect the 1500 E. Independence rental development will have on Grove School, the school in which area the development falls. More than likely the renters, high-end or low, will be younger families with children. Grove is already at capacity and has to expand with the new developments appearing along MacArthur. Given the higher density afforded by PUD zoning, what effect will 80 -120 additional children have on Grove School? What effect will it have if, like Chapel Ridge, larger numbers of these children are from families using section 8 housing, perhaps not with the current developers but with a future owner?

I and my fellow Emerald Forest homeowners see no benefit, only detriment, with re-zoning. Therefore, to reiterate, I ask you to NOT APPROVE the proposed rezoning from R-1 to PUD of 1500 E. Independence St.

Sincerely,



C. E. Aston

President of the Emerald Forest Homeowners' Association

Resident of 1516 Mesa Verde

Phone: 405 314-0737

Reference List

Usrey W (2012) The rental next door: the impact of rental proximity on home values, Dept of Economics, Colorado State University.

Ellen IG (2007) Does Federally subsidized rental housing depress neighborhood property values? *Journal of Policy Analysis and Management*, 26(2), 257-280.

Obrinsky MA (2007) Overcoming opposition to multifamily rental housing. National Multi Housing Council.

Goetz EL (1996) There goes the neighborhood? The impact of subsidized multi-family housing on urban neighborhoods. Center for Urban and Regional Affairs: Working Paper.

Sirmans JR (1996) Depreciation, maintenance, and housing prices. *Journal of Housing Economics*, 5, 369-389.

Wang K, Grissom TV, Webb JR & Spellman L (1991) The impact of rental properties on the value of single-family residences. *Journal of Urban Economics*, 30, 152-166.

Petitions

From concerned citizens and home owners to the City of Shawnee

Case #P03-16

From concerned citizens and home owners to the City of Shawnee Case #P03-16

Notice is hereby given to the Commissioners of the City of Shawnee that the following citizens **OPPOSE** the proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/4 SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning

General Location Known As: 1500 E. Independence St., Shawnee, OK
 Current Zoning Classification: R -1; Single Family Residential District
 Requested Zoning Classification: Planned Unit Development (PUD)
 Proposed Use of Property: Single and **Multi-Family** Housing
 Applicant: The Landrun Group, LLC

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build.

Signature / Name	Address	Phone	Date
1 Jimmy Tayer	1514 Mesa Verde	(405)249-6904	3/31/16
2 [Signature]	1510 MESA VERDE	405-222-6268	3/31/16
3 [Signature]	1508 Mesa Verde	405-761-4044	3-31-16
4 C.E. Astin	1516 Mesa Verde	405-878-8082	3/31/16
5 [Signature]	1710 Wildwood	" 271-9408	3-31-16
6 [Signature]	1504 Mesa Verde	405-273-7891	3-31-16
7 [Signature]	1500 Mesa Verde	405-343-8809	3-31-16
8 [Signature]	1500 Mesa Verde	405-543-8435	3-31-16
9 [Signature]	1501 Mesa Verde	405-473-3706	3-31-16
10 Allison Brown	1705 Wildwood	405-517-7030	3-31-16
11 Stella Howard	1704 Wildwood	405-214-9414	3-31-16
12 Shannon Ward	1707 Wildwood	405-229-9861	3-31-16
13 [Signature]	1707 Wildwood	405-613-9837	3/31/16
14 [Signature]	1713 Wildwood	405-275-0777	3/31/16
15 [Signature]	1713 Wildwood	405-275-0777	3/31/16
16 R.D. Van Zant	1715 Wildwood	2735 994	3-31-16
17 [Signature]	1715 Wildwood	273-5994	3-31-16
18 [Signature]	1715 Wildwood	273-5994	3-31-16
19 [Signature]	1718 Wildwood	405-630-8683	3-31-16
20 [Signature]	1718 Wildwood	405-914-6774	3-31-16

From concerned citizens and home owners to the City of Shawnee Case #P03-16

Notice is hereby given to the Commissioners of the City of Shawnee that the following citizens **OPPOSE** the proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/4 SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning

General Location Known As: 1500 E. Independence St., Shawnee, OK
 Current Zoning Classification: R -1; Single Family Residential District
 Requested Zoning Classification: Planned Unit Development (PUD)
 Proposed Use of Property: Single and **Multi-Family** Housing
 Applicant: The Landrun Group, LLC

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build.

Signature / Name	Address	Phone	Date
1 Joe Hall	1513 MESA VERDE	405-203-1319	3-31-16
2 Robert Hall	1513 Mesa Verde	405-788-9465	
3 Tim Pa	1514 Mesa Verde	405 380 3236	3-31-16
4 Dr. Bonnie Bann	1516 Mesa Verde	405 823-3546	3-31-16
5 Crystal Mesparen	1510 Mesa Verde	405-245-1326	3-31-16
6 [Signature]	1502 mesa verde	405 343-6755	3-31-16
7 [Signature]	1506 mesa verde	405 343-6766	3-31-16
8 [Signature]	1704 Wildwood	405-214-9414	3-31-16
9 [Signature]	1705 Wildwood	—	3/31/16
10 [Signature]	1709 Wildwood	275-3705	3/31/16
11 [Signature]	1710 wildwood	273-0870	3/31/16
12 [Signature]	1714 wildwood	405-384-9505	3-31-16
13 [Signature]	1714 Wildwood		3-31-16
14 [Signature]	1508 Mesa Verde	405 761-8646	3.31.16
15			
16			
17			
18			
19			
20			

From concerned citizens and home owners to the City of Shawnee Case #P03-16

Notice is hereby given to the Commissioners of the City of Shawnee that the following citizens **OPPOSE** the proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/4 SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning

General Location Known As: 1500 E. Independence St., Shawnee, OK
Current Zoning Classification: R-1; Single Family Residential District
Requested Zoning Classification: Planned Unit Development (PUD)
Proposed Use of Property: Single and **Multi-Family** Housing
Applicant: The Landrun Group, LLC

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build.

Signature / Name	Address	Phone	Date
1 <i>Shirley Gregory</i>	<i>1712 Wildwood</i>	<i>273-0870</i>	<i>3-31-16</i>
2 <i>Ron Shaw</i>	<i>1714 Wildwood</i>	<i>918-8</i>	<i>03-31-16</i>
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

From concerned citizens and home owners to the City of Shawnee Case #P03-16

Notice is hereby given to the Commissioners of the City of Shawnee that the following citizens **OPPOSE** the proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/4 SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning

General Location Known As: 1500 E. Independence St., Shawnee, OK
 Current Zoning Classification: R -1; Single Family Residential District
 Requested Zoning Classification: Planned Unit Development (PUD)
 Proposed Use of Property: Single and Multi-Family Housing
 Applicant: The Landrun Group, LLC

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build.

Signature / Name	Address	Phone	Date
1 <i>Diana Sue Hill</i>	1520 N Elm Shawnee	405.273.7677	3-31-2016
2 <i>Sandy Gorman</i>	1520 N Elm Shawnee	405-273-7677	3/31/2016
3 <i>Mike Hill</i>	2 DUSTIN CIR Shawnee	405- 788 4649	3/31/2016
4 <i>Wayne Country</i>	4 DUSTIN CIR Shawnee	405 773-0439	3/31/2016
5 <i>Dwight Coats</i>	4 DUSTIN CIR Shawnee	273-0439	3/31/2016
6 <i>Roger Klaus</i>	6 DUSTIN Circle	826-3672	3-31-16
7 <i>Phonzo Butcher</i>	7 DUSTIN CIR	642-1514	3/31/16
8 <i>Jeff C. Cane</i>	1 DUSTIN CIR	517-1620	3/31/16
9 <i>Paul Hays</i>	1800 N. Elm Ave	206- 332 332	3-31-16
10 <i>The Landrun Group</i>	1816 N ELM AVE	405 474 3637	3/31/16
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

From concerned citizens and home owners to the City of Shawnee Case #P03-16

Notice is hereby given to the Commissioners of the City of Shawnee that the following citizens **OPPOSE** the proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/4 SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning

General Location Known As: 1500 E. Independence St., Shawnee, OK
 Current Zoning Classification: R -1; Single Family Residential District
 Requested Zoning Classification: Planned Unit Development (PUD)
 Proposed Use of Property: Single and **Multi-Family** Housing
 Applicant: The Landrun Group, LLC

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build.

Signature / Name	Address	Phone	Date
1 <i>Colleen Chapman</i>	1701 Autumn Ln, <i>Shawnee</i>	405-275-4743	3/31/16
2 <i>W. Chapman</i>	1701 Autumn Ln <i>Shawnee</i>	"	3/31/16
3 <i>John N. N.</i>	1704 Autumn Ln S	405-388-0860	
4 <i>Robert Tucker</i>	1704 Autumn Ln	405-514-7129	3-31-16
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Figure 1



Golden Oaks.



Aston-15

Figure 2



Properties around Golden Oaks.



Aston-16



Emerald Forest (East of 1500 E. Independence)





Figure 4

Dustin Circle (West of 1500 E. Interp.)





Figure 5

Autumn Lane (North of 1500 E. Incletp



Aston - 19

Figure 6: Zoning in the neighborhood of 1500 E. Independence within a surrounding quarter mile band.

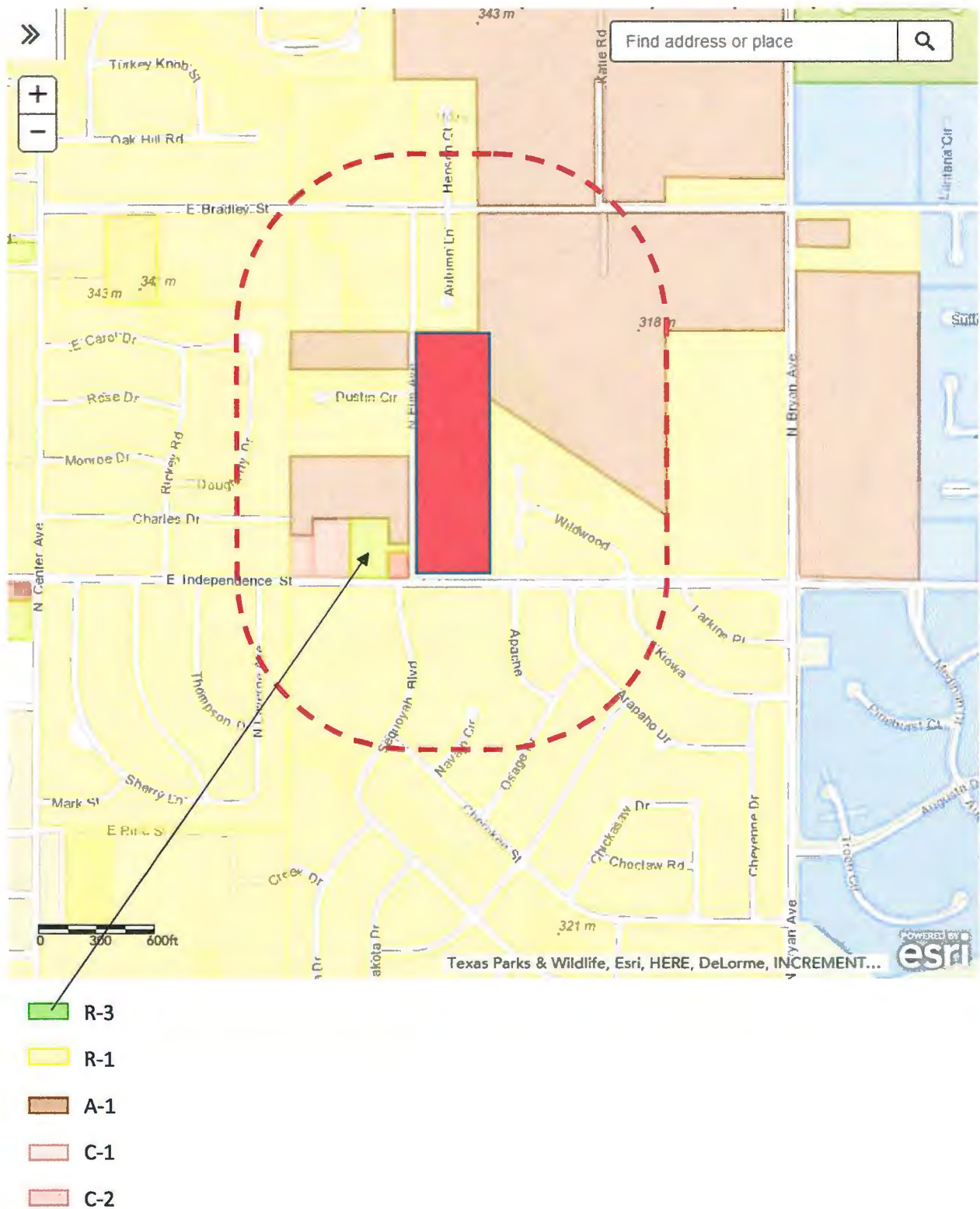


FIGURE 7



Elm St. looking north from Independence
Aston - 200

1500 E. Independence



Katie

Autumn Ln

N Elm

N Elm

N Elm

N Elm

N Elm

Dustin Cir

Mesa Verde

Wildwood

E Independence St

E Independence St

The Church of
Jesus Christ of Latter...

Sequoia Blvd

Arapaho Dr

Ape

CITY OF SHAWNEE PLANNING COMMISSION/CITY OF SHAWNEE CITY COMMISSION

REGARDING CASE #P03-16

I am protesting the rezoning of the property "General Location Known As" 1500 E. Independence St., Shawnee, OK from R-1 to PUD.

The surrounding property predominately consists of single family residences and I am vehemently opposed to this zoning change that will negatively affect property values, traffic flow along the narrow Elm Avenue and increased flooding in the area of my residence.

Any concentrated development along Elm Avenue increases the possibility of flooding and on-street parking which will turn this narrow two lane into a narrow one lane. Vehicles already have to pull to the shoulder when meeting school buses, sanitation trucks, etc.

Thank you for your consideration.

Frank Harris

Frank Harris 3-24-16

1800 N Elm Ave.

Shawnee, OK 74804

received
3-24-16

RECEIVED

MAR 07 2016

PLANNING COMMISSION APPLICATION

PLANNING / CODE


City of Shawnee
Planning Department

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

For Office Use Only

Case Number:

P03-116

Project Number:

160322

Date Filed:

3-7-16

Cheylene Lincoln
 Planning Commission Secretary
REQUEST:☐ Rezoning☐ Conditional Use Permit☐ Rezoning w/Conditional Use Permit☒ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from R1 District to PUD District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 1500 East Independence
LEGAL DESCRIPTION: See Exhibit 1
PROPERTY OWNER (S): Marical Brothers Real Estate
PROPERTY AGENT (APPLICANT): The LandRun Group, LLC
APPLICANT'S ADDRESS: PO Box 1584
CITY: Shawnee
STATE: OK
ZIP: 74802-1584
EMAIL ADDRESS: landrungle@landrungle.com
TELEPHONE NUMBER: (405) 273-4222 **CONTACT NUMBER:** (405) 273-4222
DIMENSIONS OF PROPERTY:
AREA: 12245 sq. ft. **WIDTH:** 400' MOL
LENGTH: 1315' MOL **FRONTAGE:** 400' MOL
CURRENT ZONING: R1
CURRENT USE: Undeveloped
PROPOSED ZONING: PUD
PROPOSED USE: Single & Multi Family Housing

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

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

SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 1854949
PLANNED UNIT DEVELOPMENT FEE \$ 550.00
SIGN DEPOSIT \$ 50.00

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

PLANNING COMMISSION ACTION: _____

DATE: _____

CITY COMMISSION ACTION: _____

DATE: _____

PLACE ON ZONING MAP: _____

ORDINANCE NO.: _____

CERTIFICATE OF BONDED ABTRACTOR **(300 FEET RADIUS REPORT)**

[illegible]

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

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/C SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (4), both inclusive.

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

Dated: November 2, 2015 at 7:30 AM

First American Title & Trust Company

By: Jason Waldrop

By: 
Jason Waldroup
Abstractor License No. 1400
OAB Certificate of Authority # 017
File No. 2087504-SH99

OWNERSHIP LIST

ORDER NO. 2087504

DATE PREPARED: November 12, 2015
EFFECTIVE DATE: November 2, 2015 at 7:30 a.m.

OWNER	LOT	BLK	ADDITION
EADS CLAYTON H & JUDY KAYE 106 HUNTINGTON CT SHAWNEE OK 74801-0000			27-SU BEG 660'E SW/C SE N657.25' E397.66' S657.25' W397.66' POB. & TR BEG 660'E & 657.25'N SW/C SE N657.25' E397.6 6' S657.25' W397.66' POB 11.91 Acres
MACGILFREY EDWARD J 21500 CACIFA ST. # 92 WOODLAND HILLS CA 91367-0000			BRADLEY'S 2ND LOT 8 BEG SW/C LOT 8 E335' N295.6' E145' S112' E140' S54.40' W99.83' S129.40' W184.48'POB
WIGINTON DALE E 1510 N ELM SHAWNEE OK 74804-0000			BRADLEY'S 2ND S80' OF N112' OF E140' LOT 8
SWEARINGEN THOMAS & ESPERANZA 1214 CHARLES DR SHAWNEE OK 74804-0000			BRADLEY'S 2ND PT LOT 8 COMM SW/C LOT 8 TH E520'POB N129.40' E99.83' S129.20' W100.52'
JACKSON FRED M JR 4600 WOODGATE CT LOOMIS CA 95650-0000			BRADLEY'S 2ND N32' OF E140' LOT 8 & S199.15' OF E140' LOT 7 LESS A TR BEG 61.4'N SE/C LOT 7 W140' N137.75' E140' S137.75' POB 2008-15534
<i>Lawrence D. & Diana Sue</i> <i>1520 N Elm Ave 74804 POB 3551</i> <i>Shawnee OK 74802</i> LOWE JIM D 1404 CHARLES DR SHAWNEE OK 74804-0000			BRADLEY'S 2ND 1/2 UNDIV INT. IN LOT 7 BEG 247'E NW/C LOT 7 S148.6' E142' S180' ETC.
LOWE JIM 1404 CHARLES DR SHAWNEE OK 74804-0000			BRADLEY'S 2ND BEG SW/C LOT 7 E389' N180' W214' S31.4' W25' S139' W150' S9.6' POB
HOBBS BELINDA G P O BOX 3634 SHAWNEE OK 74802-3634	1	2	LAIRWOOD ESTATES BLK 2 LOT 1 1.00 Lots
CLIMER DAN B & KATHRYN M 3 DUSTIN CIR SHAWNEE OK 74804-0000	2	2	LAIRWOOD ESTATES BLK 2 LOT 2 1.00 Lots
STEWART MICHAEL R & JULIA C 5 DUSTIN CIR SHAWNEE OK 74804-0000	3	2	LAIRWOOD ESTATES BLK 2 LOT 3 1.00 Lots
HALL KEVIN D & DIANA 2 DUSTIN CIR SHAWNEE OK 74804-0000			LAIRWOOD ESTATES BLK 1 BEG SE/C LOT 4 W145' N105' E145' S104.14' POB
COURTNEY WAYNE L & SUSAN K TRUST 4 DUSTIN CIRCLE SHAWNEE OK 74804-0000	3	1	LAIRWOOD ESTATES BLK 1 LOT 3 1.00 Lots
KLAUS ROGER 6 DUSTIN CIR SHAWNEE OK 74804-0000	2	1	LAIRWOOD ESTATES BLK 1 LOT 2 1.00 Lots
HARRIS FRANK R & VALERIE M 1800 N ELM SHAWNEE OK 74804-0000			LAIRWOOD ESTATES BLK 1 LOT 4 LESS BEG SE/C LOT 4 W145' N105' E145' S104.14' POB 1.00 Lots

RILEY CONNIE 13 CHEYENNE SHAWNEE OK 74801-0000			BRADLEY'S 1 ST BEG SW/C LOT 10 TH W 330 N 220 E 330 S 220 POB
BDC HOMES LLC % JOHN F BARRETT 1210 GORDON COOPER SHAWNEE OK 74801-0000			BRADLEY'S 1ST THE WEST 25' OF A TRACT OF LAND DESCRIBED AS THE E305' LOT 9 & N90' OF E305' LOT 10
HEMBREE SHELLEY K 1702 AUTUMN LANE SHAWNEE OK 74801-0000			BRIARWOOD ESTATES LOT 6 & TR BEG AT SW/C LOT 5 TH N33.07' N78°E65.27' TH SW53°79.04' POB 1.25 Lots
TUCKER MICHAEL R & SABRA S 1704 AUTUMN LN SHAWNEE OK 74801-0000	5		BRIARWOOD ESTATES LOT 5 LESS TR
SHETTY 2012 REVOC TRUST 1706 AUTUMN LN SHAWNEE OK 74801-0000	4		BRIARWOOD ESTATES LOT 4 1.00 Lots
CHAPMAN WILLIAM A & COLEEN P 1701 AUTUMN LN SHAWNEE OK 74804-0000			BRIARWOOD ESTATES LOT 7 & BEG SW/C OF LOT 7 BROARWOOD ESTATES-REPLAT BLK 11 BRADLEY'S 1ST TH S25' E160' N25' W160' POB 1.00 Lots
SMITH GREGORY J & KIMBERLY F 1703 AUTUMN LN SHAWNEE OK 74804-0000	8		BRIARWOOD ESTATES LOT 8 1.00 Lots
COLUMBUS RONNIE R & JULIA F 1705 AUTUMN LN SHAWNEE OK 74801-0000	9		BRIARWOOD ESTATES LOT 9 1.00 Lots
HILL CHARLES F JR & MARY M TRUSTEES OF HILL FAMILY TRUST 1705 E BRADLEY SHAWNEE OK 74802-1341	12		BRADLEY'S 1ST LOT 12 4.70 Acres
HILL CHARLES F JR & MARY M TRUSTEES OF HILL FAMILY TRUST 1705 E BRADLEY SHAWNEE OK 74804-0000			A TR IN SE BEG 1057.66' E & 967.40' N SW/C TH N 350' E 931.67' S 973.34' N56°W 1119.44' POB LESS .24 AC TO HONEYFARM 14.10 Acres
PECK ROBERT G & BETTY A TRUST 1706 WILDWOOD SHAWNEE OK 74801-	8	1	EMERALD FOREST BLK 1 LOT 8
HOWARD TODD & STARLA 1704 WILDWOOD SHAWNEE OK 74804-0000	9	1	EMERALD FOREST BLK 1 LOT 9 1.00 Lots
FEH GODWIN 1511 MESA VERDE SHAWNEE OK 74801-0000	10	1	EMERALD FOREST BLK 1 LOT 10
HALL LARRY JOE & RONDA L 1513 MESA VERDE SHAWNEE OK 74804-0000	11	1	EMERALD FOREST BLK 1 LOT 11
BOONE BONNIE S & CHRISTOPHER ASTON 1516 MESA VERDE SHAWNEE OK 74804-0000	12	1	EMERALD FOREST BLK 1 LOT 12
POYER JAMES REID II & TAMARA L 1514 MESA VERDE SHAWNEE OK 74804-0000	13	1	EMERALD FOREST BLK 1 LOT 13 1.00 Lots
PARSONS GLEN R 1512 MESA VERDE SHAWNEE OK 74801-0000	14	1	EMERALD FOREST BLK 1 LOT 14 TOD STEVEN R PARSONS & DAVID A PARSONS 2013-7616

MCSPIREN ARTHUR & CRYSTAL 1510 MESA VERDE SHAWNEE OK 74804	15	1	EMERALD FOREST BLK 1 LOT 15
JACOBS CARL E JR & JANA S 1508 MESA VERDE SHAWNEE OK 74801-0000	16	1	EMERALD FOREST BLK 1 LOT 16
BALL LUVERNE & RANDALL 1506 MESA VERDE SHAWNEE OK 74801-0000	17	1	EMERALD FOREST BLK 1 LOT 17
ADKISON JENNY LOU 1504 MESA VERDE SHAWNEE OK 74804-0000	18	1	EMERALD FOREST BLK 1 LOT 18
MCCOIN BILL 1502 MESA VERDE SHAWNEE OK 74804-0000	19	1	EMERALD FOREST BLK 1 LOT 19
BURNETT BOBBY G & JOANN W 1500 MESA VERDE SHAWNEE OK 74804-0000	20	1	EMERALD FOREST BLK 1 LOT 20
AKIN FRED DEAN 1501 MESA VERDE SHAWNEE OK 74804-0000	21	1	EMERALD FOREST BLK 1 LOT 21
CRANE TONIA ANN & CAMERON K 1503 MESA VERDE SHAWNEE OK 74804-0000	22	1	EMERALD FOREST BLK 1 LOT 22
BROWN JEFF & ALLISON REVOCABLE TRUST 1705 WILDWOOD SHAWNEE OK 74804-0000	23	1	EMERALD FOREST BLK 1 LOT 23
WARD SHANNON T & MARY ANN 1707 WILDWOOD SHAWNEE OK 74804-0000	24	1	EMERALD FOREST BLK 1 LOT 24
WATSON GLENN V & LORINE P TRUST 1925 E BRADLEY SHAWNEE OK 74804-0000	13		BRADLEY'S 1ST S305' LOT 13 W/EASEMENT 2.35 Acres
SCHOOL LAND SCHOOL #93 SHAWNEE OK -0		C	LARKINS MEADOW BLK C 1.00 Lots
JONES BRITT JR & DOLORES 2 SEQUOYAH SHAWNEE OK 74801-0000	2	B	LARKINS MEADOW BLK B LOT 2 1.00 Lots
ASKAY RAYMOND & MARIE 4 SEQUOYAH SHAWNEE OK 74801-0000	3	B	LARKINS MEADOW BLK B LOT 3 1.00 Lots
MILLER DAVID A & AIMEE M 102 BAKER ST SHAWNEE OK 74801-0000	4	B	LARKINS MEADOW BLK B LOT 4 1.00 Lots
STARNES KEATH E 8 SEQUOYAH SHAWNEE OK 74804-0000	5	B	LARKINS MEADOW BLK B LOT 5 1.00 Lots
MORMAN CHURCH XXXXXXXXXX SHAWNEE OK 74801-0000	1	B	LARKINS MEADOW BLK B LOT 1 1.00 Lots
STREET CATHY L & DEBRA GARCIA 14051 CARNELL ST WHITTIER CA 90605-0000	5	6	LARKINS MEADOW BLK 6 LOT 5 1.00 Lots
CHAKENATHO CORENE 7 APACHE SHAWNEE OK 74804-0000	4	6	LARKINS MEADOW BLK 6 LOT 4 1.00 Lots

HARROD KAYE STEELE FAMILY TRUST 1303 W FARRALL SHAWNEE OK 74801-0000	3	6	LARKINS MEADOW BLK 6 LOT 3 1.00 Lots
SAXON STEVEN E & LISA D 1816 OAKRIDGE DRIVE SEMINOLE OK 74868-0000	2	6	LARKINS MEADOW BLK 6 LOT 2 1.00 Lots
HARROD KAYE STEELE FAMILY TRUST 1303 W FARRALL SHAWNEE OK 74801-0000	1	6	LARKINS MEADOW BLK 6 LOT 1 1.00 Lots
EXLEY WINSTON B & LINDA F P O BOX 1092 SHAWNEE OK 74802-7092		7	LARKINS MEADOW BLK 7 N60' LOT 13
RODGERS JOHN R 4 APACHE SHAWNEE OK 74801-0000		7	LARKINS MEADOW BLK 7 N55' LOT 12 & S15' LOT 13
WILSON JOQUETA 36204 HARDESTY RD SHAWNEE OK 74801-0000		7	LARKINS MEADOW BLK 7 N50' LOT 11 & S10' LOT 12
SAMPLE STEVEN & CISSILI 8 APACHE SHAWNEE OK 74801-0000		7	LARKINS MEADOW BLK 7 N40' LOT 10 & S15' LOT 11
SMITH KRISTIN 807 N KIMBERLY TECUMSEH OK 74873-0000		7	LARKINS MEADOW BLK 7 N37' LOT 9 & S25' LOT 10 1.00 Lots
SIMS DARRELL D & CAROLYN M 7 ARAPAHO SHAWNEE OK 74801-0000	4	7	LARKINS MEADOW BLK 7 LOT 4 1.00 Lots
STEWART THOMAS M & JOYCE C 5 ARAPAHO SHAWNEE OK 74801-0000	3	7	LARKINS MEADOW BLK 7 LOT 3 1.00 Lots
JORDAN CLAUDE L & SUSAN 3 ARAPAHO SHAWNEE OK 74801-0000	2	7	LARKINS MEADOW 2ND BLK 7 LOT 2 1.00 Lots
DEES GEORGE W & FRANCES L ET AL 1 ARAPAHO SHAWNEE OK 74801-0000	1	7	LARKINS MEADOW BLK 7 LOT 1

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P03-16

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on an application for approval of a Planned Unit Development, which is a special zoning district, on property located within the City of Shawnee.

The applicant requests a Planned Unit Development for the following described property:

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/C SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning.

General Location Known As:	<u>1500 E. Independence St., Shawnee, OK</u>
Current Zoning Classification:	<u>R-1; Single Family Residential District</u>
Requested Zoning Classification:	<u>Planned Unit Development (PUD)</u>
Proposed Use of Property:	<u>Single & Multi-Family Housing</u>
Applicant:	<u>The Landrun Group, LLC</u>

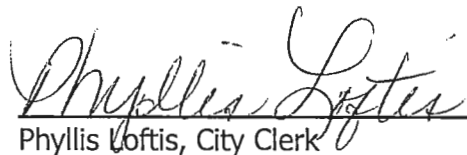
The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

April 6 th , 2016 AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
April 18 th , 2016 AT 6:30 P.M.:	CITY OF SHAWNEE CITY COMMISSION

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

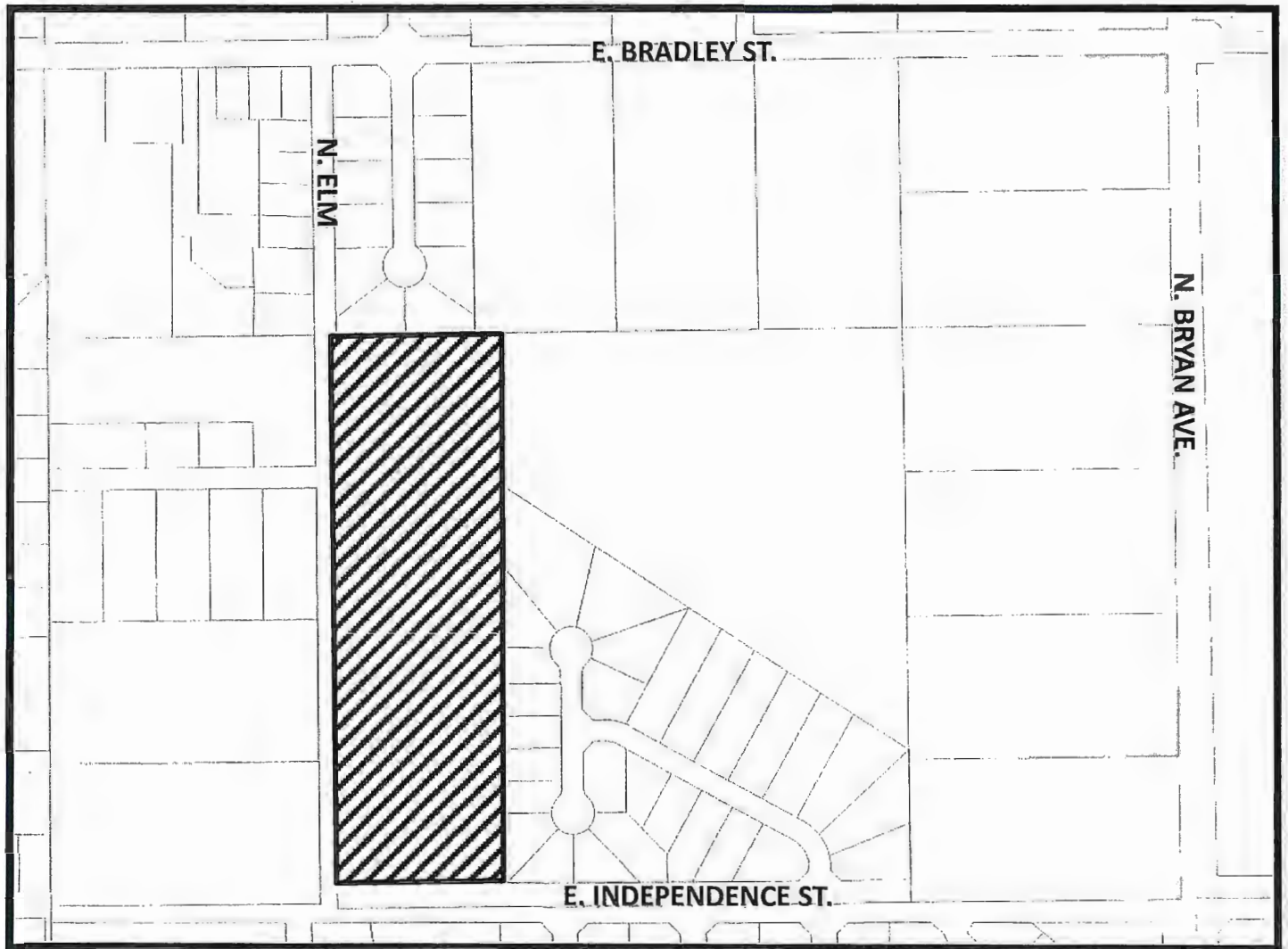
Witness my hand this 17th day of March, 2016.




Phyllis Loftis, City Clerk

LOCATION MAP

CASE# P03-16



EXTENSION OF CONTRACT FOR SALE OF REAL ESTATE

This Extension is entered into this 8th day of March, 2016, with an effective date of January 29, 2016, between Clayton H. Eads and Judy Kaye Eads (hereinafter referred to as "Sellers"), and Marical Brothers Real Estate, LLC (hereinafter referred to as "Buyer");

WITNESSETH:

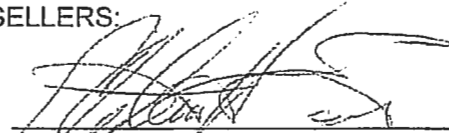
1. The parties state that they entered into a Contract for Sale of Real Estate dated September 11, 2015, and further entered into an Addendum to Contract for Sale of Real Estate, dated September 30, 2015. The parties further state that under the terms of said documents, the closing was to have occurred on or before January 29, 2016.

2. That for and in consideration of the escrow agent designated in said agreements continuing to hold the Ten Thousand Dollar (\$10,000.00) good faith money in a client trust fund account, and other good and valuable consideration, the parties hereby agree to ratify and confirm said Contract for Sale of Real Estate, and said Addendum to Contract for Sale of Real Estate, and hereby agree to extend the closing date by mutual agreement to on or before April 19, 2016; provided that the parties may further extend said closing date by mutual agreement in writing.

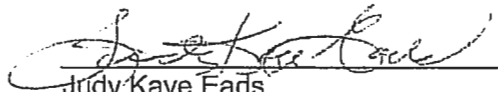
3. The undersigned parties hereby ratify and approve all of the terms and conditions of said original Contract, and Addendum thereto, and state that this

Extension Agreement is binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

SELLERS:



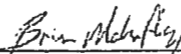
Clayton H. Eads
Dated: 3/8/16



Judy Kaye Eads
Dated: 3/8/16

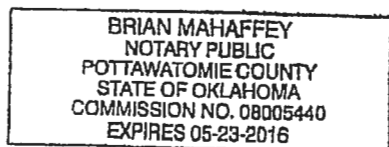
STATE OF OKLAHOMA)
) SS.
POTTAWATOMIE COUNTY)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, this 8th day of March, 2016, personally appeared Clayton H. Eads and Judy Kaye Eads, husband and wife, to me known to be the identical persons who executed the above and foregoing instrument and acknowledged to me that they executed the same as their own free and voluntary act and deed for the uses and purposes therein set forth.



Notary Public /

(SEAL)



3

Bobby G. Burnett
1500 Mesa Verde
Shawnee, OK 74804

RECEIVED
MAY 05 2016
CITY CLERK

To: City Clerk, Shawnee, OK
City Planning Commission
City Commission

May 2, 2016

Subject: Rezoning of Property located at 1500 E. Independence St.

Purpose: To protest the rezoning of this property to allow Duplex Apartments and Multi-Family housing to be built next to my property.

My property joins this property and rezoning will lower the value of all property in Emerald Forest Sub-division.

I sold property on E, Briarwood and moved into a duplex on Ella Lane near McArthur and Leo Streets. I lived there for a year and a half, before moving for safety reasons. I looked out my front window one day to see six black unmarked SUVs and law enforcement officers in swat gear armed with AK-47 automatic rifles in the front of the duplex across the street. They had two of the residents, handcuffed standing in the front yard. A Shawnee patrol car showed up about 30 minutes after the raid started. No shots were fired because those accosted cooperated with the police. These were new duplexes and for the first year it was nice and quiet. Then people started moving in who were not what I call good neighbors.

From what I hear on the news and read in Newspapers, most crimes in residential areas are committed in apartment complexes. A stray bullet could hit my house or other houses in Emerald Forest. I survived 25 years of military service and wanted to live out my retirement years with my wife in a peaceful community. Duplexes conjoining my property will not make for a peaceful situation.

Request you not approve the rezoning of this property to allow duplexes to be built next to and joining Emerald Forest sub-division.

Sincerely,



Major Bobby G. Burnett, USAF Retired Phone: 405 343 8809

RECEIVED

MAY 10 2016

CITY CLERK

May 10, 2016, from Joe Hall, 1513 Mesa Verde, Shawnee.
Re: PUD zoning for 1500 E. Independence

I hope you will affirm the decision of the Planning Commission not to allow PUD zoning for this lot. The neighbors have overwhelmingly shown that they do not want multi-family dwellings, and Marical Brothers Real Estate has shown that they intend to twist Shawnee's PUD zoning standards for their purposes only.

For example, they seem to provide for enhanced amenities but do not promise them, they do not adequately provide for the health, safety, and welfare of the nearby communities; do not provide adequately for the continued maintenance of the development; do not demonstrate innovative development; and above all, do not maximize the features of the lot at 1500 E. Independence. All these are intended or are stated as criteria for a PUD in the city code.

Concerning the last point, maximizing the features of the lot, experts at the OSU Extension Center confirmed my suspicion that destroying the live oak and pine trees along with the variety of trees on the east and west border of the lot would be a mistake for the first two reasons stated below.

First, leaving the trees (except for the red cedars) will most likely eliminate the need for the pond by reducing water run-off to pre-construction levels. This will certainly be true if Marical Brothers build only 22-24 single-family dwellings on the lot, leaving plenty of open space and trees to soak up rain water. Permeable paving would further insure no increased run-off.

(The creek has not always flooded. Each new development in the watershed adds to the flow, since the problem of water run-off has not been addressed. Even now, in rains, the water turns red because of additional flow from the new development on Bradley Street.)

Second, the Carpenter lot is potentially one of the beautiful spots in Shawnee. About sixty years ago, the Carpenters planted a variety of trees on their south six acres, creating what has grown to be a delightful park with borders of trees and shrubs. This secluded place is a resource for Shawnee that should not be wiped away.

Third, if the trees are not cut down and the builders limit themselves to about 22 houses set among the trees, the problems with Elm Street disappear as do the objections of the 120 people who signed petitions protesting the original and revised plats. In addition, the place could accurately be called Grove Park Cottages. As it is, the name is surely a joke on the City of Shawnee, since the groves are to be destroyed, the park will be covered with houses, streets, and driveways, and no cottages (usually thought of as houses in rural settings) will be built.



-----Original Message-----

From: terrieladawn1@att.net [<mailto:terrieladawn1@att.net>]

Sent: Tuesday, May 10, 2016 10:12 AM

To: Phyllis Loftis <ploftis@shawneeok.org>

Subject: From COS Web: Against homes being built on E. Independence St.(Shawnee)

SUBJECT: Against homes being built on E. Independence St.(Shawnee) Im against homes being built on E. Independence St. 1st, the street on Elm is to small. 2nd, the traffic from the school is a nightmare. 3rd, ive had nothing but electric and water issues due to the amount of homes and business that have been built these past years..4th, please dont take away what little land left the wildlife have.. That area is home to so many animals. Its already makes me sick that the city has built so many homes in this area. Ive live in Larkins since 1997 and our little side of town we used to call country is being destroyed by housing additions, please make the built somewhere else. Thank you, Terrie Hilburn

This message has been initiated through the City of Shawnee Website You should be able to reply directly to this email by using the REPLY option This will only work if the sender used a valid email address when submitting

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, FROM R-1; SINGLE FAMILY RESIDENTIAL DISTRICT TO P.U.D.; PLANNED UNIT DEVELOPMENT AS DESCRIBED BELOW, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE, ACCORDINGLY.

To-wit: 1500 E Independence Street
Shawnee, Oklahoma
LEGAL DESCRIPTION

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/C SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning, containing 11.99 acres, more or less, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

WHEREAS, pursuant to notice duly given as required by law, a public hearing was conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 16th day of May, 2016 upon an application to rezone certain property located in the City of Shawnee, Oklahoma from R-1; Single Family Residential District to P.U.D.; Planned Unit Development.

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said property to be rezoned to P.U.D.; Planned Unit Development.

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

Section 1: That the following described property located within the corporate limits of the City of Shawnee, Oklahoma,

To-wit: 1500 E Independence Street
Shawnee, Oklahoma
LEGAL DESCRIPTION

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/C SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning, containing 11.99 acres, more or less, Pottawatomie County, Oklahoma, according to the recorded plat thereof,

be hereby rezoned P.U.D.; Planned Unit Development.

PASSED AND APPROVED this _____ day of _____, 2016.

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this ____ day of _____, 2016.

JOSEPH VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

6.

Meeting Date: 05/16/2016

Fire Surplus Vehicle

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution to declare a 1989 Ford Shawnee Fire Department vehicle surplus property and authorizing the sale of said item at auction.

Attachments

Surplus Memo

Surplus Reso



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



ADMINISTRATION

Dru Tischer, Fire Chief
(405) 878-1556

Andy Starkey, Deputy Fire Chief
(405) 878-1538

Clarice Brock, Secretary
(405) 878-1671

DATE: May 10, 2016
TO: Mayor, Vice Mayor and City Commissioners
CC: Justin Erickson, City Manager; Cindy Arnold, Finance Director; James Bryce, Operations Director
FROM: Dru Tischer, Fire Chief *DT*
SUBJECT: Request 1989 FMC Pumper Declared Surplus for Auction

I am respectfully requesting that our 1989 FMC Pumper (City ID #2899; pictured below) be declared surplus. This unit was removed from service with the recent delivery of our 2016 Pierce PUC Pumper. It has been in service with our department for 27 years, is worn-out and no longer fit for emergency response within our department. We attempted to trade-in the 1989 FMC but it was given a "NO VALUE" rating by the manufacturer's trade-in vendor. Once this unit has been declared surplus, I would like to list it on the Publicsurplus.com auction site with the hope that another municipality may want to bid on it. If we don't receive any bids on the website, I plan to list it in the next local auction.



RESOLUTION NO. _____

A RESOLUTION DECLARING A CERTAIN ITEM OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEM; AND AUTHORIZING THE SALE OF SAID ITEM TO THE PUBLIC BY AUCTION.

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

That the item of personal property is described as:

1. 1989 Ford C8M TB (Pumper)
COS Unit No. 2899
VIN 1FDYD8OU1KVA18629

Said property is hereby declared a city owned item which is surplus and no longer needed for city purposes; that the City of Shawnee is authorized to sell said item to the public by auction.

PASSED AND APPROVED this _____ day of _____, 2016.

WES MAINORD, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

7.

Meeting Date: 05/16/2016

S06-16 Shawnee Park Prel Plat

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Preliminary Plat for Shawnee Park located east of Harrison on Transportation Parkway. Case No. S06-16. Application:Kaw Valley Engineering, Inc.

Attachments

S06-16 Prel Plat

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Kaw Valley Engineering, INC
FOR: Preliminary Plat for Shawnee Park
LOCATION: East of Harrison on Transportation Parkway,
Shawnee, OK
PROJECT# 160187 CASE# S06-16

PLANNING COMMISSION MEETING DATE: May 4th, 2016

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

1. City Engineer must receive and approve a means for providing sanitary sewer to the lots.
2. Provide staff with a detailed hydrology report.
3. Receive and approve all offsite easements for public improvements.
4. Four (4') foot sidewalk required along Transportation Parkway.
5. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
6. Any necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
7. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
MORTON			X			
CLINARD			X			
KERBS			X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)		X	X			
KIENZLE						ABSENT
AFFENTRANGER	X		X			

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



**STAFF REPORT
Preliminary Plat
CASE #S06-16**

TO: Shawnee Planning Commission
AGENDA: May 4, 2016
RE: Shawnee Park - Preliminary Plat

PROPOSAL

The applicant, Kaw Valley Engineering, is requesting preliminary plat approval for Shawnee Park. The subject property is generally located north-east of the North Harrison Street and I-40 intersection. The site was previously zoned as a planned unit development (PUD) with both commercial and residential allowances. The proposed development includes two (2) lots and one (1) tract of land to serve as a common area. A total of 108 dwelling units are proposed.

GENERAL INFORMATION

Applicant	Kaw Valley Engineering, Inc.
Owner(s)	Scott Woodward
Site Location/Address	East of Harrison, on Transportation Parkway.
Current Site Zoning	Planned Unit Development
Parcel Size	10.03 Acres
Comprehensive Plan Designation	Commercial / Residential
Existing Land Use	Vacant
Surrounding Zoning	Planned Unit Development

STAFF REVIEW AND ANALYSIS

The applicant has requested preliminary plat approval for the construction of multi-family residential units on 10.03 Acres of property. The basic site details include:

1. Total Acreage: 10.03 Acres
2. Two (2) buildable lots.
 - a. Lot 1 = 3.74 Acres. Sixty (60) dwelling units proposed.
 - b. Lot 2 = 3.39 Acres. Forty-eight (48) dwelling units proposed.
 - c. Tract A = 2.90 Acres. Common Area – unbuildable as a separate lot.
3. Required expansion of the existing public sewer and water line.
4. Required purchase of additional land to provide appropriate public right-of-way along Transportation Parkway.



Figure 1: Aerial Plat Map – approximate total area outlined in blue.

Staff has reviewed all details of the Preliminary Plat and find it to be in general conformance with City Codes. The development meets the intent of the PUD and conforms to the Shawnee Comprehensive Plan.

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed preliminary plat for the subject property with the following conditions:

1. City Engineer must receive and approve a means for providing sanitary sewer to the lots.
2. Provide staff with a detailed hydrology report.
3. Receive and approve all offsite easements for public improvements.
4. Four (4') foot sidewalk required along Transportation Parkway.
5. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
6. Any necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
7. All other applicable City standards apply.

Attachments

1. Figure 1: Aerial Plat Map
2. Figure 2: Zoning Map
3. Figure 3: Future Land Use Map
4. Exhibit 1: Preliminary Plat
5. Exhibit 2: Preliminary Plat (Basic)



Figure 2: Zoning Map of site – approximate total area outlined in blue.

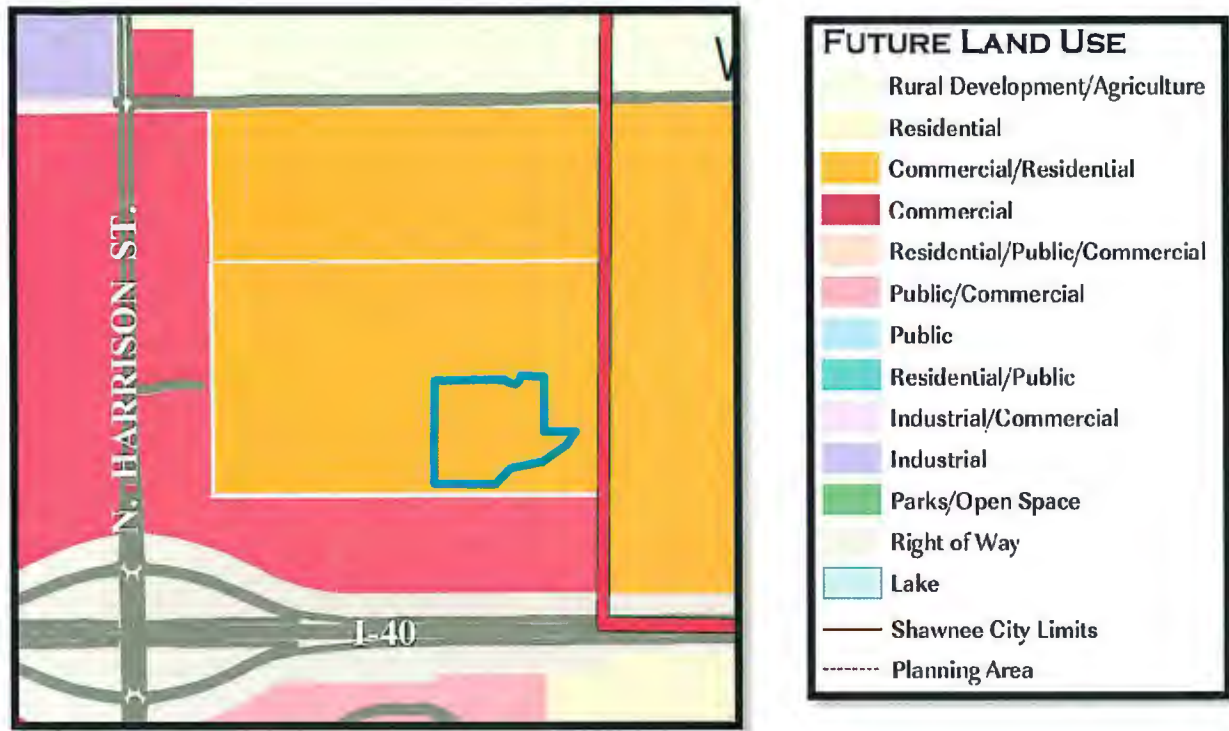


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map (Figure 4.2). Approximate area outlined in blue.

PRELIMINARY PLAT APPLICATION FOR THE CITY OF SHAWNEE

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 Zimmerman Properties Development, LLC

APPLICANT ADDRESS 1730 E. Republic Road, Suite F, Springfield, Missouri 65804

APPLICANT PHONE NUMBERS 417-883-1632

EMAIL ADDRESS jzimmerman@wilhoitproperties.com

NAME OF PLAT Shawnee Park

LOCATION South side of Transportation Drive, East of North Harrison

NUMBER OF ACRES 10 NUMBER OF LOTS 2

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00

PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 2 \$6.00

PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS

TOTAL COST \$231.00

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00

PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS

PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS

TOTAL COST

OWNER/DEVELOPER INFORMATION:

NAME Harrison Landing, LLC - Scott Woodward

ADDRESS 2301 W. 1-44 Service Road, Suite 200, Oklahoma City, Oklahoma 73112

CONTACT NUMBERS 405-659-0079

EMAIL ADDRESS

PROJECT ENGINEER INFORMATION:

NAME Kaw Valley Engineering, Inc - Michael R. Osbourn, P.E.

ADDRESS 14700 W. 114th Terrace, Lenexa, Kansas 66215

CONTACT NUMBERS 913-894-5150

EMAIL ADDRESS mikeo@kveng.com

FOR STAFF USE ONLY

PROJECT NUMBER: 160187 CASE NUMBER: 506-16

DATE: 02-04-16 AMOUNT PAID: \$231.00 RECEIPT NO. 01841999

Regular Board of Commissioners

8.

Meeting Date: 05/16/2016

S09-16 Belmont Park Prel Plat

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Preliminary Plat for Belmont Park Phase II located east of Acme Road and north of MacArthur Boulevard. Case No. S09-16. Application: Belmont Park, LLC

Attachments

S09-16 Staff Rpt

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Belmont Park, LLC
FOR: Preliminary Plat Belmont Park Phase II
LOCATION: East of Acme Rd. & North of MacArthur Blvd.,
Shawnee, OK
PROJECT# 160302 CASE# S09-16

PLANNING COMMISSION MEETING DATE: May 4th, 2016

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

1. A letter from Blue Knight must be presented to further any construction
2. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
3. Any necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
4. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
MORTON			X			
CLINARD		X	X			
KERBS	X		X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)			X			
KIENZLE						ABSENT
AFFENTRANGER			X			

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



**STAFF REPORT
Preliminary Plat
CASE #S09-16**

TO: Shawnee Planning Commission

AGENDA: May 4, 2016

RE: Belmont Park Phase II - Preliminary Plat

PROPOSAL

The applicant, Belmont Park LLC, is requesting preliminary plat approval for Belmont Park Phase II. The subject property is generally located at the North-east corner of MacArthur and Acme and is approximately 8.47 acres in size. The site is primarily zoned as Multi-Family Residential (R-3), but contains an area of Highway Commercial (C-3) along the southwest corner.

GENERAL INFORMATION

Applicant	Belmont Park LLC
Owner(s)	Belmont Park LLC
Site Location/Address	East of Acme Rd. & N. of MacArthur Blvd.
Current Site Zoning	Multi-Family Residential (R-3) & Highway Commercial (C-3)
Parcel Size	8.47 Acres
Comprehensive Plan Designation	Residential
Existing Land Use	Multi-Family Residential (R-3)
Surrounding Zoning	Multi-Family Residential (R-3), Residential Estates (RE), Suburban Office Commercial (C-2), Restrictive Automotive and Commercial Recreation (C-3)

STAFF REVIEW AND ANALYSIS

Belmont Park LLC submitted their preliminary application in March 2016 to develop a total of sixteen (16) lots on 8.47 Acres. Fourteen (14) lots are proposed for construction of duplexes, while two (2) lots shall be available for commercial use. Belmont Park Drive will be a private road, built to City standards and maintenance will remain the responsibility of the property owners. All residential driveways shall front upon Belmont Park Drive.

One major concern for the property is substantial existing pipeline easement that prohibits any and all construction upon it. Barring a letter from the organization holding rights to the easement, Blueknight Energy Partners, approval cannot be granted. Work intended within the pipeline easement includes:

1. A proposed ten (10') utility easement to be dedicated to the public and containing the public waterline intend to cross the pipeline easement.
2. Two (2) separate locations where a twenty (20') utility easement holding the public sewer line must traverse the pipeline easement.
3. Portions of the cul-du-sac to be constructed are within the pipeline easement.

The following is a detailed list of the proposed design:

1. Fourteen (14) single family residential lots and two (2) commercial lots on 8.47 acres
2. One (1) common area – 3.15 acres
3. Six (6') foot sidewalk along the full extent of the property, on both MacArthur Blvd. and Acme Rd.
4. Detention pond to mitigate storm water runoff.
5. Existing C-3 Zoning will contain two (2) commercial buildings with shared parking.
6. Sewer lines are properly designed to serve all lots within the subdivision.
7. Water lines are properly designed and looped to serve all lots within the subdivision.



Figure 1: Aerial Plat Map – approximate total area outlined in blue.

Staff has reviewed all details of the Preliminary Plat and find it to be in general conformance with City Codes. The City Engineer has provided the following notes in regards to conditions of approval, “Engineering can recommend approval of the Preliminary Plat contingent on water, sanitary sewer, detention, and paving construction plans being submitted and approved.”

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed preliminary plat for the subject property with the following conditions:

1. A letter from Blue Knight must be presented to further any construction
2. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
3. Any necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
4. All other applicable City standards apply.

Attachments

1. Figure 1: Aerial Plat Map
2. Figure 2: Zoning Map
3. Figure 3: Future Land Use Map
4. Exhibit 1: Preliminary Plat

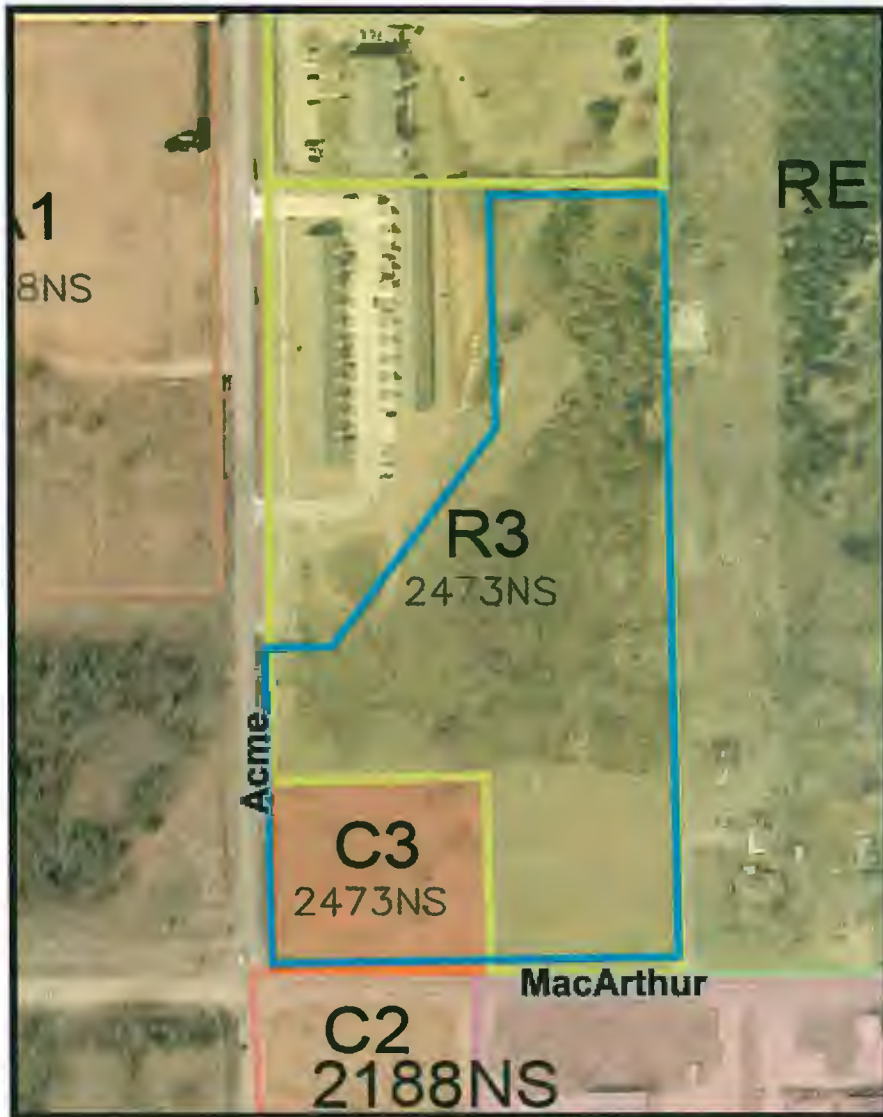


Figure 2: Zoning Map of site – approximate total area outlined in blue.

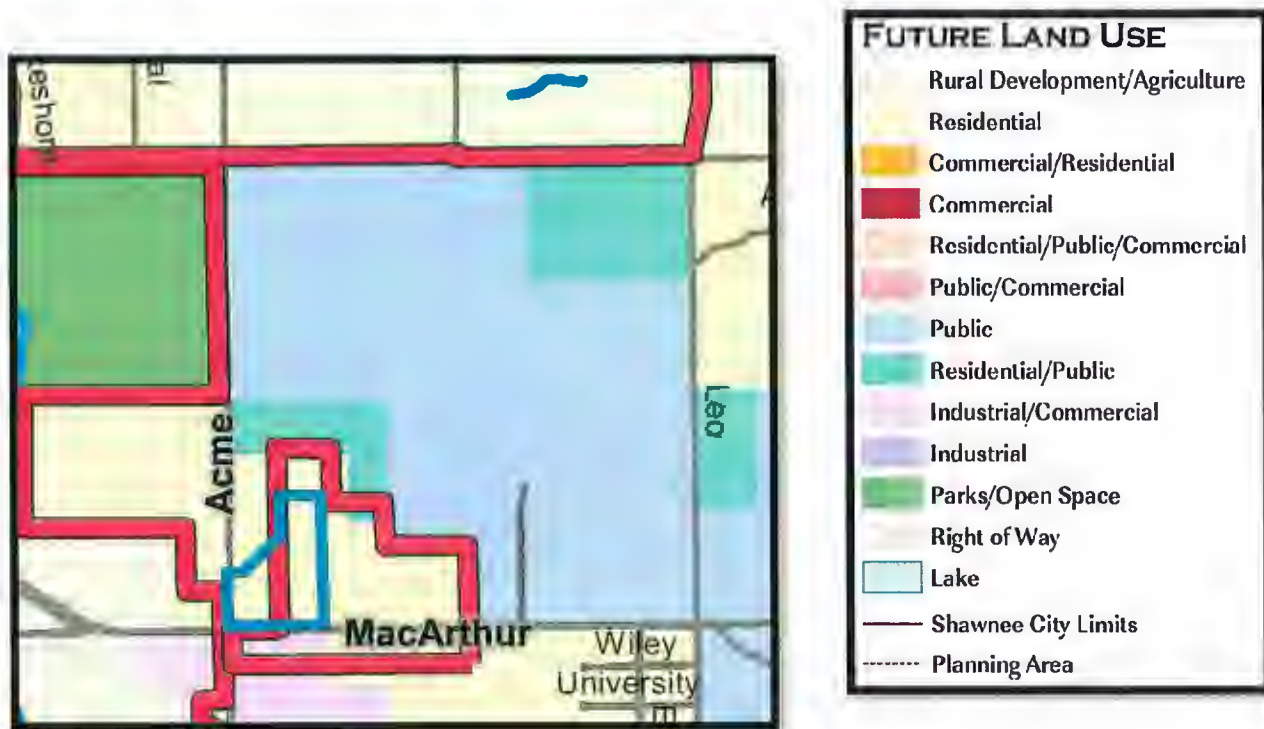


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map (Figure 4.2). Approximate area outlined in blue.

PRELIMINARY PLAT APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: 509-16
Project Number: 160302
Date Filed: 3-3-2016
Amount Paid: \$257.00
Receipt No.: 01852962

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 Belmont Park LLC
APPLICANT ADDRESS 20 E 9th Street, Suite 130, Shawnee 74801
APPLICANT PHONE NUMBERS 405-641-5878
EMAIL ADDRESS jramer27@gmail.com
NAME OF PLAT BELMONT PARK PH 2
LOCATION East of Acme Rd & north of MacArthur Blvd
NUMBER OF ACRES 8.47 NUMBER OF LOTS 16

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 LOTS 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 16 32.00
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS _____
TOTAL COST 257.00

OWNER/DEVELOPER INFORMATION:

NAME Belmont Park LLC
ADDRESS 20 E 9th St, Suite 130, Shawnee 74801
CONTACT NUMBERS 405-641-5878
EMAIL ADDRESS jramer27@gmail.com

PROJECT ENGINEER INFORMATION:

NAME Grubbs Consulting LLC c/o Mark Grubbs
ADDRESS 1819 S Morgan Rd, OKC 73128
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

Regular Board of Commissioners

9.

Meeting Date: 05/16/2016

S11-16 Rolling Hills Final Plat

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Final Plat for Rolling Hills Addition, Phase I, located at the northeast corner of Main Street and Bryan Avenue. Case No. S11-16. Application: Absentee Shawnee Housing Authority

Attachments

S11-16 Staff Rpt

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Absentee Shawnee Housing Authority
FOR: Final Plat for Rolling Hills Addition, Phase 1
LOCATION: NE corner of Main Street and Bryan Avenue,
Shawnee, OK
PROJECT# 160388 CASE# S11-16

PLANNING COMMISSION MEETING DATE: May 4th, 2016

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

1. Final construction documents must be approved by the City Engineer prior to construction.
2. The final engineered drainage plan must be approved by the City Engineer prior to construction
3. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
MORTON			X			
CLINARD	X		X			
KERBS		X	X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)			X			
KIENZLE						ABSENT
AFFENTRANGER					X	

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



STAFF REPORT
Final Plat
CASE #S11-16

TO: Shawnee Planning Commission

AGENDA: May 4, 2016

RE: Rolling Hills Final Plat

PROPOSAL

The applicant, Absentee Shawnee Housing Authority, is requesting final plat approval for the Rolling Hills Addition. The subject property is generally located at the north-east corner of Main and Bryan and is approximately 9.38 acres in size. The site is currently zoned Residential (R-1) and had been previously platted.

GENERAL INFORMATION

Applicant	Absentee Shawnee Housing Authority
Owner(s)	Absentee Shawnee Housing Authority
Site Location/Address	NE Corner of Main and Bryan
Current Site Zoning	Residential (R-1)
Parcel Size	9.38 Acres
Comprehensive Plan Designation	Residential
Existing Land Use	Residential (R-1)
Surrounding Zoning	Residential (R-1)

STAFF REVIEW AND ANALYSIS

The Absentee Shawnee Housing Authority had previously, in May of 2012, received Final Plat approval for the Rolling Hills Addition to develop 26 lots. The development never came to fruition and has therefore remained vacant. In August of 2014, the neighboring property to the east, with a vacant residential home, was purchased by the Absentee Shawnee Housing Authority. A conditional use permit (CUP) was applied for, and approved, on the newly purchased property to allow a new use within the existing residential home – a community center.

The newly revised plat will combine both properties, and the following is a detailed list of the proposed design:

1. Twenty-four (24) single family residential lots on 9.38 acres
2. One (1) common area – 2.29 acres
3. One (1) existing residential home, located on Lot 11, will remain and continue to front upon N. Bryan Ave.
4. Four (4') foot sidewalk along the full extent of the property, on both Bryan Ave. and Main St.
5. Half-street and full-street improvements along Main St.
6. Detention pond to mitigate storm water runoff
7. Existing community center to remain with a privately created five (5') foot walking trail as an amenity.
8. Sewer lines are properly designed to serve all lots within the subdivision.
9. Water lines are properly designed and looped to serve all lots within the subdivision.

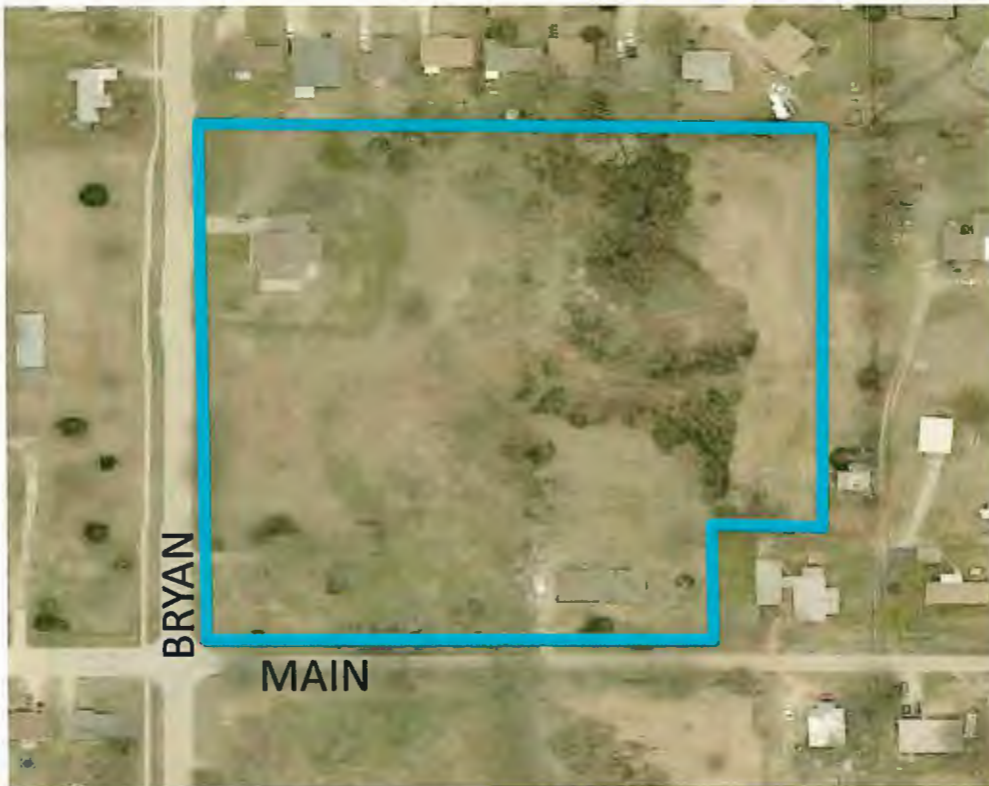


Figure 1: Aerial Plat Map – approximate total area outlined in blue.

Staff has reviewed all details of the final plat and find it to be in general conformance with City Codes.

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed preliminary re-plat for the subject property with the following conditions:

1. Final construction documents must be approved by the City Engineer prior to construction.
2. The final engineered drainage plan must be approved by the City Engineer prior to construction
3. All other applicable City standards apply.

Attachments

1. Figure 1: Aerial Plat Map
2. Figure 2: Zoning Map
3. Figure 3: Future Land Use Map
4. Exhibit 1: Preliminary Plat



Figure 2: Zoning Map of site – approximate total area outlined in blue.

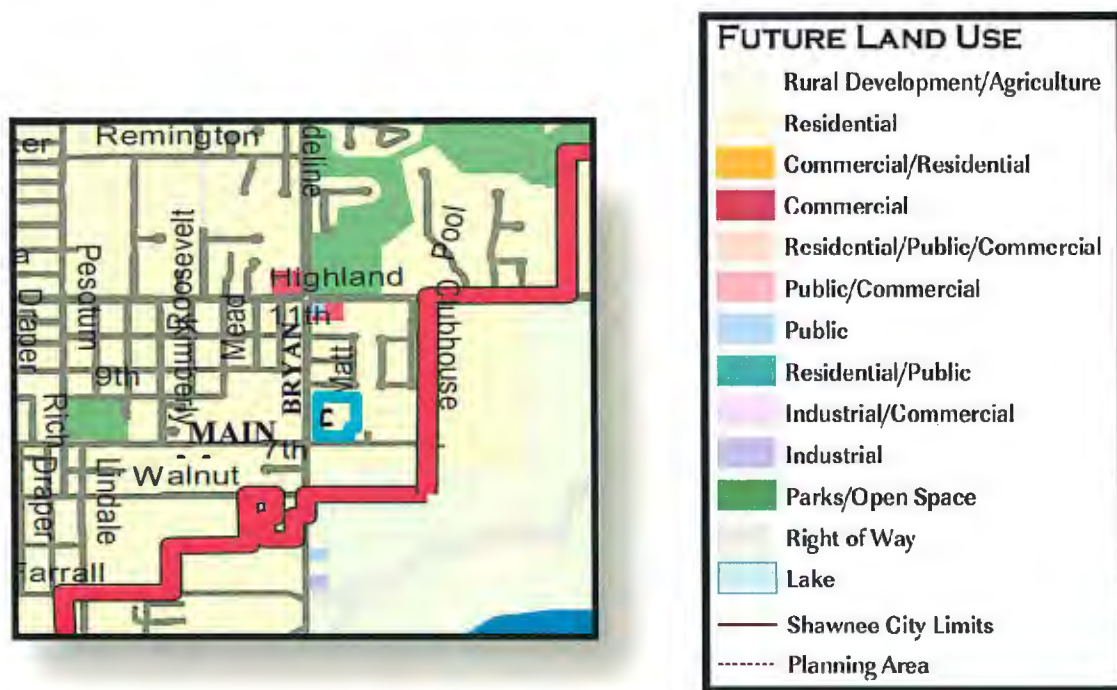


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map (Figure 4.2). Approximate area outlined in blue.

FINAL PLAT APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: 511-16
Project Number: 1160388
Date Filed: 3-21-16
Amount Paid: \$264.00
Receipt No.: 018611689

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 The Absentee Shawnee Housing Authority
APPLICANT ADDRESS 107 N. Kimberly, Shawnee, OK 74801
APPLICANT PHONE NUMBERS 405-273-1050
EMAIL ADDRESS ARamirez@ashousingauthority.com
NAME OF PLAT Rolling Hills Addition, Phase I
LOCATION NE Corner of Main / Bryan
NUMBER OF ACRES 6.9424 NUMBER OF LOTS 13

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00
PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 13 \$39
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS — —
TOTAL COST \$264.00

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

OWNER/DEVELOPER INFORMATION:

NAME The Absentee Shawnee Housing Authority
ADDRESS 107 N. Kimberly, Shawnee, OK 74801
CONTACT NUMBERS 405-273-1050
EMAIL ADDRESS ARamirez@ashousingauthority.com

PROJECT ENGINEER INFORMATION:

NAME Sean McGraw (Red Plains Professional, Inc.)
ADDRESS 2933 S. Bryant Ave., Edmond, OK 73013
CONTACT NUMBERS 405-341-4031
EMAIL ADDRESS sean.mcgraw@red-plains.com

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

Regular Board of Commissioners

10.

Meeting Date: 05/16/2016

Ground Floor Residential

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration to approve an ordinance amending the Shawnee Zoning Code, Section 22-165.7 allowing Ground Floor Residential uses in the Central Business District (C-4).

Attachments

Ground Floor Staff Rpt

Ground Floor Ord

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: City of Shawnee Planning Department

FOR: Ground Floor Residential Ordinance

LOCATION: Downtown Shawnee C-4 zoned properties

PROJECT#: N/A Case# N/A

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

C-4; Central Business District

REQUESTED CLASSIFICATION:

C-4; Central Business District

PROPOSED PROPERTY USE:

Ground Floor Residential

PLANNING COMMISSION MEETING DATE: May 4th, 2016

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
MORTON			X			
CLINARD		X	X			
KERBS	X		X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)			X			
KIENZLE						ABSENT
AFFENTRANGER			X			

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



Community Development Department

STAFF REPORT

TO: Shawnee Planning Commission

AGENDA: May 4, 2016

RE: Ground Floor Residential Ordinance

Proposed is an ordinance amending the Shawnee Zoning Code, Section 22-165.7 – Residential Standards in C-4 Zone. Generally, this ordinance will provide for ground floor residential allowances within the Downtown Core District (DCD), under specific guidelines.

Prior to adoption of the amended Zoning Code on June 2, 2014, residential allowance were not allowed, unless a grandfathered use could be presented. When the amended Shawnee Zoning Code was adopted, standards were set in place to allow ground floor residential uses within the C-4 district outside of the DCD (Exhibit 1). Within the DCD, only upper floor residential is currently allowed by right.

These changes were a significant step in the right direction to provide mixed use allowances in the downtown area. Since these changes were implemented, Staff has been approached on numerous occasions with prospective buyers of downtown property with the hopes to establish residential living quarters in the upper floors. Unfortunately, because of existing residential codes (universally adopted by the state), as they apply to historic structures, it has not been financially viable for property owners to meet minimum safety standards, while producing basic upper floor residential living. As a result, none of these projects came to fruition.

For Downtown to thrive, Staff believes multi-family residential use will present the best opportunity for downtown residential growth, as it tends to be more financially feasible. By allowing incidental, ground floor residential uses more opportunity are present to fill such a need. While making sure commercial uses remain fronting upon the primary right-of-way and continuing to be the primary use, ground floor residential allowances should not affect the character of downtown.

By obtaining greater residential use downtown, many current issues have a chance to be resolved:

1. An increased residential presence will provide an economic base for existing/potential restaurants and businesses, allowing them to thrive downtown. Currently, the downtown area

lacks a residential population that can support current and future downtown businesses at a base line.

2. Issues with safety have the ability to better themselves organically. The term, "eyes on the street," coined by Jane Jacobs, describes the idea that streets with plenty of activity and, most of all, custodians who care about what goes on in them, will be safe and secure streets. More residents mean more people active on the streets, day and night, providing a better sense of security and comfort in numbers. These "eyes," include store owners, residents, and visitors. In many cases, this can result in reduced crime rates.
3. An increased residential population downtown will foster a need for an active, bustling downtown at night. Businesses and restaurants will have reason to stay open in the evenings.

The residual effects of increased residential use are numerous:

1. Existing shops become convenient for the increased residential population.
2. Increased number of diners looking for convenient places to eat and drink.
3. Increased demand for grocery stores and other service establishments to provide daily needs.
4. Increased demand and support for localized police enforcement.
5. Increased viability for future development, as the downtown is far from critical mass and will continue to improve with continued investment.
6. The needs of residential property owners will provide a need for diversity in the commercial market downtown.

One of the greatest and most unique qualities present in historic downtowns is the infrastructure that is already in place that represents the desires of many present day citizens. Concepts such as walkability, pedestrian-centered design, and mixed-use - these already exist.

Staff is proposing an ordinance that will allow for ground floor residential use within the DCD, under the following conditions:

1. Approval by conditional use permit (CUP). The variety of space and design in regards to downtown properties require a need to explore requests on a case-by-case basis. Between the variety of uses unique to each building and general diversity in structural size, not all requests for ground floor residential, even following specific guidelines, would be considered in the best interest of health, safety, and welfare of all citizens. A CUP will allow the Commission to evaluate the unique aspects of each case.
2. Residential must be accessory to the commercial, ground floor use. Commercial space must be the greater of the two, accounting for at least 50% of the ground floor space.
3. The commercial space must always front upon the primary street right-of-way. Staff is confident that with this provision the character and qualities we love so much about downtown Shawnee will remain.

Lastly, ground floor residential use, as opposed to strictly upper floor allowances, provides a fair opportunity for affordable ADA accessibility measures to residential space. Furthermore, such an ordinance will allow all property owners downtown, even in single story buildings, the opportunity to apply for ground floor allowances.

Justin DeBruin

Community Development Director

222 N. Broadway

Shawnee, OK 74801

(405) 878 - 1665

justin.debruin@shawneeok.org

**CITY OF SHAWNEE
PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN that the City of Shawnee, Oklahoma, will conduct Public Hearings to consider amending the Shawnee Zoning Code, which was adopted by the City Commission on June 2, 2014 (Ordinance #2545NS) along with any other ordinances that provide supplemental zoning rules. The proposed changes are modifications to the City's zoning regulations in relation to ground floor residential allowances, by conditional use permit (CUP), within the Central Business District (C-4). The subject ordinance is not for the purpose of zoning any individual property or group of properties. The Planning Commission has held meetings to discuss these standards.

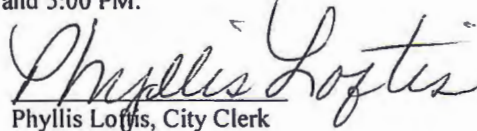
The PUBLIC HEARINGS will be held in the City Commission Chambers in City Hall located at 16 W. 9th St. Shawnee, OK as follows:

May 4, 2016 AT 1:30 P.M.:	City of Shawnee Planning Commission
May 16, 2016 AT 6:30 P.M.:	City of Shawnee City Commission

At this time, any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the proposed ordinance changes. The Commission reserves the right to limit discussion and debate on the proposed ordinance during the public hearing, in which event those persons appearing in support or opposition of the proposal will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. If there are any questions about the proposal, or you need additional information prior to the meeting, you may contact the Planning Department at 878-1665.

Copies of the proposed zoning rules are available for review in the Planning Department, City Hall Annex, 222 N. Broadway, Monday through Friday between 8:00 AM and 5:00 PM.

Witness my hand this 19th day of April, 2016.


Phyllis Loftis, City Clerk

CITY OF SHAWNEE
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE SHAWNEE MUNICIPAL CODE, CHAPTER 22: PLANNING AND DEVELOPMENT, AS MORE SPECIFICALLY SET FORTH HEREIN, TO ALLOW FOR GROUND FLOOR RESIDENTIAL USES AS AN ACCESSORY USE WITHIN THE DOWNTOWN CORE DISTRICT, REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH, AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Shawnee Planning Commission approved Ordinance #2545NS on June 2, 2014 adopting the amended City of Shawnee Zoning Code; and

WHEREAS, the Shawnee Planning Commission has reviewed design standards for the Central Business District (C-4) and recommends that said standards be adopted; and

WHEREAS, the Shawnee City Commission finds that amendment of the Shawnee Zoning Code, promotes the public good and protects public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT THE SHAWNEE MUNICIPAL CODE BE AMENDED AS FOLLOWS:

SECTION 1: AMENDATORY. Section 22-165.7 of Article VI, Chapter 22 of the Shawnee Municipal Code is hereby amended to read as follows:

SECTION 22-165.7 RESIDENTIAL STANDARDS IN C-4 ZONE

All residential construction in the C-4 Zoning District shall adhere to the following standards:

- A. For the purposes of implementing this Section, “existing” shall mean structures that were in existence at the time of original adoption of this ordinance.
- B. For the purposes of implementing this Section, “ground floor” shall mean the first floor of a building other than a cellar or basement.
- C. For the purpose of implementing this Section, “accessory ground floor residential” shall mean a use that is incidental and subordinate to the commercial use located on the ground floor level. Commercial space shall account for at least fifty (50%) of the ground floor area.
- D. For the purpose of implementing this Section, “commercial space” shall mean the physical space accounted for by a commercial use.
- E. Permitted residential uses shall be allowed, by right, on the ground floor level only on properties located outside of the Downtown Core area as shown in Figure 22-165.7.1.
- F. Residential uses are permitted on upper floors of all buildings, existing or new, within the Downtown Core as shown in Figure 22-165.7.1. Accessory ground floor residential uses may be approved by Conditional Use Permit (CUP). Commercial space shall in all cases front upon the primary public right of way
- G. New multi-family or townhouse development not within existing structures shall be constructed in accordance with the following standards within the C-4 Zone:
 - 1. Parking lots shall be located to the side and/or back of buildings and shall not front upon Main Street.
 - 2. Units adjacent to public streets shall have the primary building entrances located on the façade facing the street.
 - 3. All building elevations facing a public street right-of-way shall provide clearly marked and prominent primary entrances, and a combination of windows, porches, and/or balconies. A minimum of thirty-five (35%) percent of front (i.e., street-facing) elevations and a minimum of twenty-five (25%) percent of side and rear building elevations shall meet this standard. “Percent of elevation” is measured as the horizontal plane (lineal feet) containing doors, porches, balconies, terraces and/or windows. The standard applies to each full and partial building story.
 - 4. Townhouse and multi-family development shall be designed so that garage doors do not dominate the ground level street-facing façade and do not project beyond the front plane of the residence. This can be accomplished by incorporating alley access into site design

and locating garage and parking areas to the rear or by limiting and including design elements. Garage doors shall not comprise more than 40% of the front yard facing façade of a townhouse and shall not extend beyond the front building elevation (plane of the structure). There shall be no garage doors along Main Street.

5. Sidewalks are required along any public street that fronts a multi-family or townhouse development in the C-4 Zone and shall be installed by the developer. The minimum width shall be eight (8') feet.

SECTION 2: AMENDATORY. Table 22-165.2.1 of Section 22-165.1 of Article VI, Chapter 22 of the Shawnee Municipal Code is hereby amended to read as follows:

USES	ZONING DISTRICTS					
	C-1	C-2	C-3	C-4	C-5	CP
Ground floor residential uses, subject to Section 22-165.7	—	—	—	P	—	—

SECTION 3: REPEALER. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

PASSED AND APPROVED this ____ day of _____, 2016.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK
(seal)

APPROVED AS TO FORM:

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

11.

Meeting Date: 05/16/2016

Capital Budget Overview

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Overview of preliminary Capital Budgets and miscellaneous funds for FY 2016-2017 budgets.

Attachments

No file(s) attached.

Regular Board of Commissioners

12.

Meeting Date: 05/16/2016

Sales Tax

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received May 2016.

Attachments

Sales Tax Memo



Date: May 11, 2016
TO: Mayor and Commissioners
From: Cynthia S. Arnold, Finance Director *CSA*
Subject: May sales tax and use tax collections

Sales Tax Collections:

May sales tax collected was \$1,493,399 which will be divided to the following funds:

General	\$995,601
Capital Improvements	\$192,897
Street Fund	\$217,787
Economic Development	\$ 24,890
Police Sales Tax Fund	\$ 31,112
Fire Sales Tax Fund	\$ 31,112

Compared to May 2014 we are up \$26,863 or 1.83%.

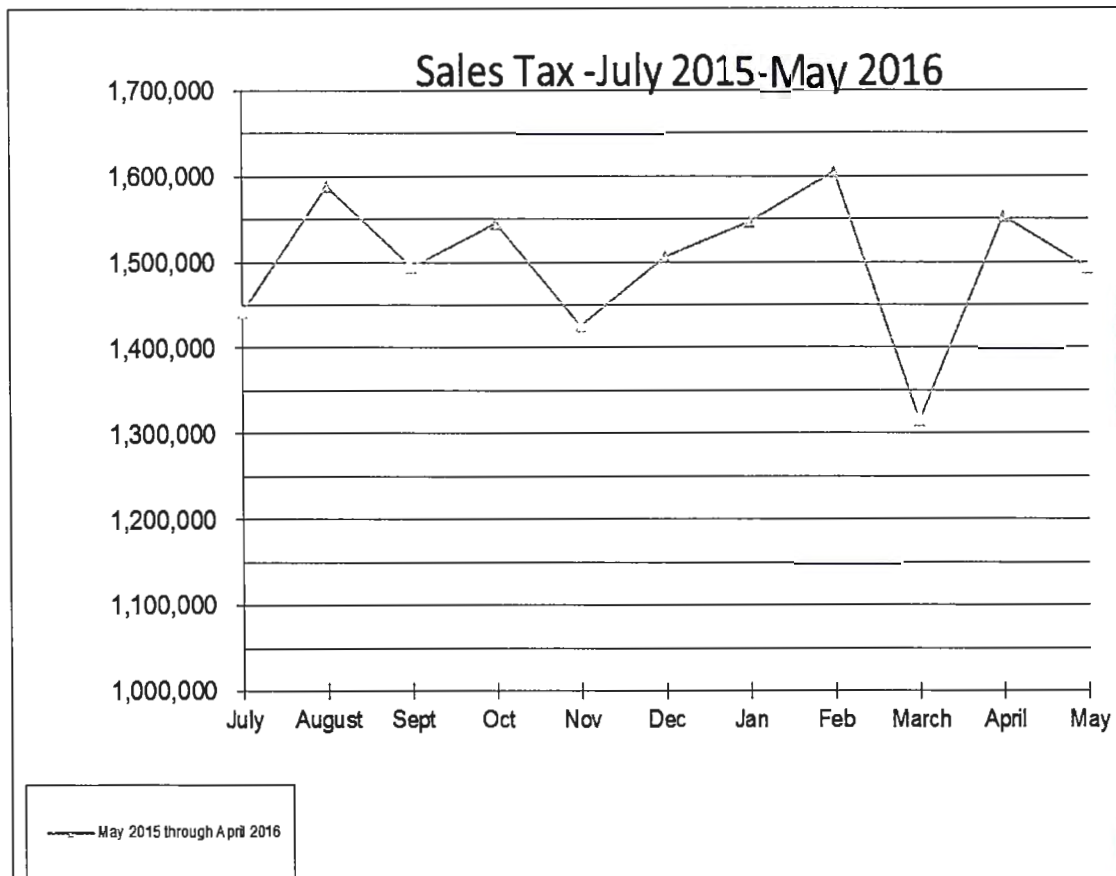
General Fund Use Tax:

The May collections were \$114,515 or 54.86% higher than May 2015 of \$73,943.

Total Use tax Collected to date is \$1,312,399 compared to same time last year of \$1,252,086 or 4.82%- April of 2015 there a one time from the Pipeline of \$217,118. If this is backed out then we are 26.8% over last year.

May 2016 top sales tax codes compared to May 2015

		2016	2015	
Retail Trades	44-45	931,708.35	841,715.47	10.69%
Accommodations and food service	72	271,151.26	255,417.58	6.16%
				-
Wholesale trades	42	78,325.79	91,820.50	14.70%
				-
Utilities	22	50,411.40	66,783.17	24.51%
Information	51	57,989.58	58,996.65	-1.71%
Unclassified	unc	25,190.69	25,992.72	-3.09%
				-
Manufacturing	31-33	29,805.50	63,858.99	53.33%
Other Services	81	14,561.22	12,392.23	17.50%
Real Estate Rental and Leasing	53	17,677.20	14,897.09	18.66%
Professional	54	5,254.46	3,108.22	69.05%
Arts & Entertainment	71	6,672.66	6,438.31	3.64%
		\$ 1,488,748.11	\$ 1,441,420.93	



Regular Board of Commissioners

13. a.

Meeting Date: 05/16/2016

Bids Sidewalk Ramps

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

FY15-16 Sidewalk/ADA Handicap Ramps Project (Various Locations), Contract No. COS-PW-15-03
(Open)

Attachments

Sidewalk Notice

Sidewalk Notice to List

Sidewalk Plan Holders

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., Monday, May 16, 2016, for:

**BID: CONTRACT NO. COS-PW-15-03
FY 15-16 SIDEWALK/ADA HANDICAP RAMPS PROJECT (VARIOUS LOCATIONS)**

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. A Pre-Bid Conference is scheduled for Thursday, May 5, 2016, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.

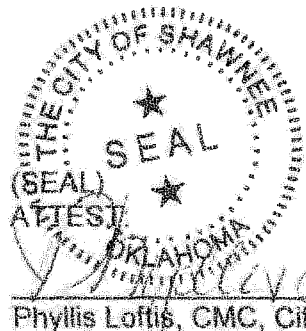
Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

**BID: CONTRACT NO. COS-PW-15-03
FY 15-16 SIDEWALK/ADA HANDICAP RAMPS PROJECT
(VARIOUS LOCATIONS)
May 16, 2016**

This project shall include construction of newly installed ADA handicap accessible ramps and removal of existing sidewalks in various locations. BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with the specifications as issued by the City of Shawnee. Should the successful BIDDER fail to deliver the service in full compliance with the specifications within forty-five (45) days after acceptance of his/her bid, the bidder's bond, certified check or cashier's check deposited with his/her bid will be retained as and for liquidated damages. The deposit of each unsuccessful bidder will be returned when his/her bid is rejected.

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., Monday, May 16, 2016. The City of Shawnee reserves the right to reject any and all bids.

The seal of the City of Shawnee, Oklahoma, is a circular emblem. It features a five-pointed star in the center, surrounded by the words "THE CITY OF SHAWNEE" in a circular border. Below the star, the word "SEAL" is written. At the bottom of the seal, the word "ATTEST" is visible. The seal is signed by Phyllis Loftis, CMC, City Clerk.

Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: 
Justin Erickson, City Manager

Project Mailing list
COS-PW-15-03
FY 15-16 SIDEWALK/ADA RAMPS PROJECT

A-1 DOZER & EXCAVATING
38107 - 45TH STREET
SHAWNEE, OK 74804

ACE PAVING & CONSTRUCTION INC
NBU 8108
PRAGUE OK 74864

All Roads Paving
10200 N.W. 10th Street
Oklahoma City, OK 73127

Arbor Transport & Construction
P.O. Box 1721
Norman, OK 73070

A-TECH PAVING
P O BOX 2865
EDMOND OK 73083-2865

Austin Paving
PO Box 2707
Stillwater, OK 74076

Bishop Paving
PO Box 1334
OKC, OK 73101

CGC, LLC
101 W. 5th Street
Edmond, Oklahoma 73003

Christian Construction Company
20125 180th Street
Purcell, OK 73080

Cimarron Construction Company
7409 N.W. 85th Street
OKC, OK 73132

Connelly Paving Company
P.O. Box 75450,
OKC, OK 73147

Continental Construction Corporation
5720 N. Industrial Blvd.
Edmond, OK 73034

Continental Construction
10900 Hefner Pointe Dr. Suite
202
OKC, OK 73120

Cove Creek Construction
912 East Main St.
PO Box 350
Clarksville, Arkansas 72830

CP3 Enterprises
13112 NS 3500
Maud, Oklahoma 74854

C-P Integrated Services
3007 NW 63rd Street STE 205
Oklahoma City, OK 73116

Davenport Construction
6001 N. Horseshoe Bend
Edmond, Ok 73034

DOLESE
20 N W 13TH
OKLAHOMA CITY OK 73103

Downey Contracting LLC
3217 N.E. 63rd
OKC, OK 73121

DTH Construction
35603 Moccasin Trail
McCloud, OK 74851

Duit Construction Company, Inc.
6250 Industrial Blvd.
Edmond, OK 73034

Eagle Vision Construction
PO Box 1225
Shawnee, OK 74802

Ferguson Waterworks
2220 S.E. 18th St.
OKC, Ok 73129

Forsgren, Inc.
3000 North 23rd Street
Fort Smith, Arkansas 72904

Gayler Construction Services
Rt.1 Box 318
Earlsboro, Ok 74840

Gibson & Associates, Inc
11210 Ryliecrest
Balch Springs, Texas 75180-0579

Hardcore Concrete Construction
Group
15 Angie Lane
Shawnee, OK 74801-3916

Project Mailing list
COS-PW-15-03
FY 15-16 SIDEWALK/ADA RAMPS PROJECT

HASKELL LEMONS, LLC.
PO Box 75608
OKC, OK 73147

HD Supply
14701 E. 116 N
Owasso, Ok 74055

Heller Construction
PO Box 1438
Hot Springs, Arkansas 71902

Howard Construction
901 S. Spring Lane
Blanchard, OK 73010

Howards Excavating and Paving
14000 S. Meridian Ave.
OKC, Ok 73173

J & S Dozer
1822 Elmgrove Road
Muskogee, Ok 74403

Jordan Contractors
123 S. Broadway
Tecumseh, Ok 74873

Keystone Services, Inc.
P.O. Box 218
Bixby, OK 74008

Krapff Reynolds Construction
Company
2400 N.E. 4th Street
OKC, OK 73117

Kraus Construction
2419 N. O Street
Fort Smith, Arkansas 72901

Kustom Krete
1901 Glenn Wood Dr.
Moore, OK 73160

Landes Engineering, L.L.C.
P. O. Box 1032
Shawnee, OK 74802-1032

Legacy Services, Inc.
10020 NW 134th Street
Yukon, OK 73099

MARKWELL PAVING COMPANY
P O BOX 82005
OKC OK 73148

McWane Pipe
10012 S. Maplewood Pl
Tulsa, OK 74137

Medevelop
3847 S. Boulevard, Suite 400
Edmond, OK 73013

Meridian Contracting Inc
17500 S. Sooner Rd
Norman, OK 73071

Merryman Excavators
1501 Land Road
Woodstock, IL

Midstate Traffic Control
12501 N. Sante Fe
OKC, OK 73114

Mike Little Construction
1901 N. Kickapoo
Shawnee, OK 74804

Nash Construction Company
700 S. Irving
Oklahoma City, OK 73129

OBC Inc
PO Box 3817
Edmond, Ok 73083

Parathon Construction
PO Box 1287
Edmond, Ok 73083-1287

Pbx Corporation
PO Box 644
Sapulpa, Ok 74067

Peter Porter
4409 N. Bryan Ave.
Shawnee, OK 74804-2352, R007

PIONEER ROCK
P O BOX 176
COMMERCE OK 74339

PM Construction
131 N. Richey
Pasadena, Texas 77506

Project Mailing list
COS-PW-15-03
FY 15-16 SIDEWALK/ADA RAMPS PROJECT

RUDY CONSTRUCTION CO.
P O BOX 14575
OKC OK 73113

SAC Services
3600 S. Ross Ave.
Oklahoma City, OK 73119

SHELL CONSTRUCTION
P.O. Box 1178
OKC, OK 73101

Shiloh Enterprises, Inc.
5720 N. Industrial Blvd.
Edmond, OK 73034

Shoestring Enterprises LLC
PO Box 390
Olustee, OK 73560

Silver Star Construction, Inc.
2401 S. Broadway
Moore, OK 73160

TG Excavating
26016 E. Admiral Place
Catoosa, OK 74015

Time Striping Inc.
PO Box 1236
Van Buren, Arkansas 72957

TJ Campbell
6900 S SUNNYLANE
OKC OK 73135

Tom Hudson Paving
7400 W. HWY 33
Guthrie, OK 73044

Tonto Construction Inc
8101 W. 33rd Street South
Muskogee, Ok 74401

Traffic and Lighting Systems
13305 N. Sante Fe
OKC, OK 73114

Trent Construction
2200 N. Luther Road
Harrah, Ok 73045

T T K CONSTRUCTION
P O BOX 3681
EDMOND OK 73083

Urban Contractors
7113 N. Bryant Ave.
OKC, OK 73121

Water Works Plumbing, Inc
2613 N. Shields Blvd
Moore, Ok 73160

Wee Construction Co
PO Box 263
Washington, OK 73093

**White Hawk Engineering &
Design, LLC**
PO Box 7620
Moore, OK 73153-1620

White's Construction
2019 Spencer Dr.
Harrah, Ok 73045

WOOD & SONS PAVING
200 E. INTERSTATE 35
EDMOND OK 73034

Wynn Construction
11901 N. Eastern Ave.
OKC, OK 73131

Central Contracting
17301 South Sunny Lane
Norman, Ok 73071

Martin Marietta Materials Inc
1404 SW 89th Street
Okc, Ok 73159-6305

MKEC Engineering
1000 W. Wilshire suite 401
Okc, Ok 73116

Branco Enterprises, Inc
PO Box 459
Neosho, Missouri 64850

Oklahoma Concrete LLC
Tyler Beaty
5990 Callahan Way NE
Piedmont, Ok 73078

C3 Construction
Chris Whisenant
1012 N. Mississippi, Suite A
Ada, Ok 74820

Project Mailing list
COS-PW-15-03
FY 15-16 SIDEWALK/ADA RAMPS PROJECT

Branco Enterprises, Inc
PO Box 459
Neosho, Missouri 64850

CMD
Attn: DOCUMENT PROCESSING
30 Technology Parkway South, Ste 100
Norcross, GA 30092

Benchmark Enterprises
Becky Wagon
PO Box 140121
Broken Arrow, OK 74014

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-15-03
FY 15-16 SIDEWALK/ADA RAMPS PROJECT
(VARIOUS LOCATIONS)
(HAVE CONFIRMED RECEIPT OF ADDENDUM)

Business Name: RUDY CONSTRUCTION CO.
Contact: PHIL PRATT
Address: PO BOX 14575
OKC, OK 73113
Telephone: 405-478-9900
Fax: 405-478-9901
Cell:
E-Mail: PPRATT@RUDYCONSTRUCTION.COM
Paid for & Picked Up Specs: 5/5/16 CK #62769

Business Name: PARATHON CONSTRUCTION
Contact: JIMMY SMITH
Address: PO BOX 1287
EDMOND, OK 73083
Telephone: 405-202-0643
Fax: 866-391-1572
Cell: 405-202-0643
E-Mail: PARATHONCONSTRUCTION@GMAIL.COM
Paid for & Picked Up Specs: 5/5/16 CH# 4312

Business Name: CP INTEGRATED SERVICES
Contact: JAY HUGHES
Address: 3007 NW 63RD ST.
OKC, OK 73120
Telephone: 405-732-0532
Fax: 405-242-6499
Cell: 405-627-7280
E-Mail: JAYHUGHES@COXINET.NET
Paid for & Picked Up Specs: 5/5/16 CREDIT

Business Name: ROOSTERTAIL CONSTRUCTION
Contact: ERIC SMITH
Address: 2825 NW 11TH
OKC, OK
Telephone: 405-243-6434
Fax: _____
Cell: _____
E-Mail: ROOSTERTAILCONSTRUCTION@YAHOO.COM
Paid for & Picked Up Specs: 4/29/16 CK #1010

Business Name: _____
Contact: _____
Address: _____

Telephone: _____
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: _____

Business Name: _____
Contact: _____
Address: _____

Telephone: _____
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: _____

Regular Board of Commissioners

13. b.

Meeting Date: 05/16/2016

Bids Concrete St

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

FY15-16 Rehab Concrete Streets Project (Various Locations), Contract No. COS-PW-15-04 (Open)

Attachments

Concrete Sts Notice

Concrete Sts Notice to List

Concrete Sts Plan Holders

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., **Monday, May 16, 2016**, for:

**BID: CONTRACT NO. COS-PW-15-04
FY 15-16 REHAB CONCRETE STREETS PROJECT (VARIOUS LOCATIONS)**

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Thursday, May 5, 2016, at 10:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.**

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

**BID: CONTRACT NO. COS-PW-15-04
FY 15-16 REHAB CONCRETE STREETS PROJECT
(VARIOUS LOCATIONS)
May 16, 2016**

This project shall include approximately **removal and replacement of concrete roadway**. BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with the specifications as issued by the City of Shawnee. Should the successful BIDDER fail to deliver the service in full compliance with the specifications within forty-five (45) days after acceptance of his/her bid, the bidder's bond, certified check or cashier's check deposited with his/her bid will be retained as and for liquidated damages. The deposit of each unsuccessful bidder will be returned when his/her bid is rejected.

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., **Monday, May 16, 2016**. The City of Shawnee reserves the right to reject any and all bids.



Phyllis Loftis
Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY:

Justin Erickson
Justin Erickson, City Manager

Project Mailing list
COS-PW-15-04
FY 15-16 REHAB CONCRETE STREETS PROJECT

A-1 DOZER & EXCAVATING
38107 – 45TH STREET
SHAWNEE, OK 74804

ACE PAVING & CONSTRUCTION INC
NBU 8108
PRAGUE OK 74864

All Roads Paving
10200 N.W. 10th Street
Oklahoma City, OK 73127

Arbor Transport & Construction
P.O. Box 1721
Norman, OK 73070

A-TECH PAVING
P O BOX 2865
EDMOND OK 73083-2865

Austin Paving
PO Box 2707
Stillwater, OK 74076

Bishop Paving
PO Box 1334
OKC,OK 73101

CGC,LLC
101 W. 5th Street
Edmond, Oklahoma 73003

Christian Construction Company
20125 180th Street
Purcell, OK 73080

Cimarron Construction Company
7409 N.W. 85th Street
OKC,OK 73132

Connelly Paving Company
P.O. Box 75450,
OKC, OK 73147

Continental Construction Corporation
5720 N. Industrial Blvd.
Edmond, OK 73034

Continental Construction
10900 Hefner Pointe Dr. Suite
202
OKC,OK 73120

Cove Creek Construction
912 East Main St.
PO Box 350
Clarksville, Arkansas 72830

CP3 Enterprises
13112 NS 3500
Maud, Oklahoma 74854

C-P Integrated Services
3007 NW 63rd Street STE 205
Oklahoma City, OK 73116

Davenport Construction
6001 N. Horseshoe Bend
Edmond, Ok 73034

DOLESE
20 N W 13TH
OKLAHOMA CITY OK 73103

Downey Contracting LLC
3217 N.E. 63rd
OKC,OK 73121

DTH Construction
35603 Moccasin Trail
McCloud, OK 74851

Duit Construction Company, Inc.
6250 Industrial Blvd.
Edmond, OK 73034

Eagle Vision Construction
PO Box 1225
Shawnee, OK 74802

Ferguson Waterworks
2220 S.E. 18th St.
OKC, Ok 73129

Forsgren, Inc.
3000 North 23rd Street
Fort Smith, Arkansas 72904

Gayler Construction Services
Rt.1 Box 318
Earlsboro, Ok 74840

Gibson & Associates, Inc
11210 Ryliecrest
Balch Springs, Texas 75180-0579

**Hardcore Concrete Construction
Group**
15 Angie Lane
Shawnee, OK 74801-3916

Project Mailing list
COS-PW-15-04
FY 15-16 REHAB CONCRETE STREETS PROJECT

HASKELL LEMONS, LLC.
PO Box 75608
OKC, OK 73147

HD Supply
14701 E. 116 N
Owasso, Ok 74055

Heller Construction
PO Box 1438
Hot Springs, Arkansas 71902

Howard Construction
901 S. Spring Lane
Blanchard, OK 73010

Howards Excavating and Paving
14000 S. Meridian Ave.
OKC, Ok 73173

J & S Dozer
1822 Elmgrove Road
Muskogee, Ok 74403

Jordan Contractors
123 S. Broadway
Tecumseh, Ok 74873

Keystone Services, Inc.
P.O. Box 218
Bixby, OK 74008

Krapff Reynolds Construction
Company
2400 N.E. 4th Street
OKC, OK 73117

Kraus Construction
2419 N. O Street
Fort Smith, Arkansas 72901

Kustom Krete
1901 Glenn Wood Dr.
Moore, OK 73160

Landes Engineering, L.L.C.
P. O. Box 1032
Shawnee, OK 74802-1032

Legacy Services, Inc.
10020 NW 134th Street
Yukon, OK 73099

MARKWELL PAVING COMPANY
P O BOX 82005
OKC OK 73148

McWane Pipe
10012 S. Maplewood Pl
Tulsa, OK 74137

Medevelop
3847 S. Boulevard, Suite 400
Edmond, OK 73013

Meridian Contracting Inc
17500 S. Sooner Rd
Norman, OK 73071

Merryman Excavators
1501 Land Road
Woodstock, IL

Midstate Traffic Control
12501 N. Sante Fe
OKC, OK 73114

Mike Little Construction
1901 N. Kickapoo
Shawnee, OK 74804

Nash Construction Company
700 S. Irving
Oklahoma City, OK 73129

OBC Inc
PO Box 3817
Edmond, Ok 73083

Parathon Construction
PO Box 1287
Edmond, Ok 73083-1287

Pbx Corporation
PO Box 644
Sapulpa, Ok 74067

Peter Porter
4409 N. Bryan Ave.
Shawnee, OK 74804-2352, R007

PIONEER ROCK
P O BOX 176
COMMERCE OK 74339

PM Construction
131 N. Richey
Pasadena, Texas 77506

Project Mailing list
COS-PW-15-04
FY 15-16 REHAB CONCRETE STREETS PROJECT

RUDY CONSTRUCTION CO.
P O BOX 14575
OKC OK 73113

SAC Services
3600 S. Ross Ave.
Oklahoma City, OK 73119

SHELL CONSTRUCTION
P.O. Box 1178
OKC, OK 73101

Shiloh Enterprises, Inc.
5720 N. Industrial Blvd.
Edmond, OK 73034

Shoestring Enterprises LLC
PO Box 390
Olustee, OK 73560

Silver Star Construction, Inc.
2401 S. Broadway
Moore, OK 73160

TG Excavating
26016 E. Admiral Place
Catoosa, OK 74015

Time Striping Inc.
PO Box 1236
Van Buren, Arkansas 72957

TJ Campbell
6900 S SUNNYLANE
OKC OK 73135

Tom Hudson Paving
7400 W. HWY 33
Guthrie, OK 73044

Tonto Construction Inc
8101 W. 33rd Street South
Muskogee, Ok 74401

Traffic and Lighting Systems
13305 N. Sante Fe
OKC, OK 73114

Trent Construction
2200 N. Luther Road
Harrah, Ok 73045

T T K CONSTRUCTION
P O BOX 3681
EDMOND OK 73083

Urban Contractors
7113 N. Bryant Ave.
OKC, OK 73121

Water Works Plumbing, Inc
2613 N. Shields Blvd
Moore, Ok 73160

Wee Construction Co
PO Box 263
Washington, OK 73093

**White Hawk Engineering &
Design, LLC**
PO Box 7620
Moore, OK 73153-1620

White's Construction
2019 Spencer Dr.
Harrah, Ok 73045

WOOD & SONS PAVING
200 E. INTERSTATE 35
EDMOND OK 73034

Wynn Construction
11901 N. Eastern Ave.
OKC, OK 73131

Central Contracting
17301 South Sunny Lane
Norman, Ok 73071

Martin Marietta Materials Inc
1404 SW 89th Street
Okc, Ok 73159-6305

MKEC Engineering
1000 W. Wilshire suite 401
Okc, Ok 73116

Branco Enterprises, Inc
PO Box 459
Neosho, Missouri 64850

Oklahoma Concrete LLC
Tyler Beaty
5990 Callahan Way NE
Piedmont, Ok 73078

C3 Construction
Chris Whisenant
1012 N. Mississippi, Suite A
Ada, Ok 74820

Project Mailing list
COS-PW-15-04
FY 15-16 REHAB CONCRETE STREETS PROJECT

Branco Enterprises, Inc
PO Box 459
Neosho, Missouri 64850

CMD
Attn: DOCUMENT PROCESSING
30 Technology Parkway South, Ste 100
Norcross, GA 30092

Benchmark Enterprises
Becky Wagnon
PO Box 140121
Broken Arrow, OK 74014

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-15-04
FY 15-16 REHAB CONCRETE STREETS PROJECT
(VARIOUS LOCATIONS)
(HAVE CONFIRMED RECEIPT OF ADDENDUM)

Business Name: GCC ENTERPRISES INC.
Contact: TONY MCDONALD
Address: 1601 VALLEY VIEW LN.
DALLAS, TX 75234
Telephone: 405-612-8400
Fax: 405-478-9901
Cell: _____
E-Mail: TMCDONALD@GCCENTERPRISE.COM
Paid for & Picked Up Specs: 5/5/16 CK #1045

Business Name: PARATHON CONSTRUCTION
Contact: JIMMY SMITH
Address: PO BOX 1287
EDMOND, OK 73083
Telephone: 405-202-0643
Fax: 866-391-1572
Cell: 405-202-0643
E-Mail: PARATHONCONSTRUCTION@GMAIL.COM
Paid for & Picked Up Specs: 5/5/16 CH# 4312

Business Name: CP INTEGRATED SERVICES
Contact: JAY HUGHES
Address: 3007 NW 63RD ST.
OKC, OK 73120
Telephone: 405-732-0532
Fax: 405-242-6499
Cell: 405-627-7280
E-Mail: JAYHUGHES@COXINET.NET
Paid for & Picked Up Specs: 5/5/16 CREDIT