

AGENDA
BOARD OF CITY COMMISSIONERS
May 7, 2018 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Minutes from the April 16, 2018 regular meeting.
 - b. Acknowledge the following minutes:
 - Shawnee Urban Renewal Authority Minutes from March 13, 2018 meeting.
 - Planning Commission Minutes from April 4, 2018 meeting.
 - c. Lake Lease Transfers:

TRANSFERS:
Lot 13 Belcher Tract, 33114 Post Office Neck
From: Dee Ann Lowrey
To: Dee Ann and Kirk Lowrey

Lot 13 Johnston Tract, 16624 Stevens Road
From: Teresa Burton and Warren Mesner
To: Ray Burton
 - d. Acknowledge and approve the establishment of a Comprehensive Plan Steering Committee.
 - e. Confirm and approve the hiring of Chance Allison, CPA as the City's Finance Director and City Treasurer.
 - f. Approve renewal of the Pioneer Library System Agreement for library services, facilities, and maintenance for Fiscal Year 2018-2018.

g. Approve renewal of the following Community Service Contract Review Committee contracts for Fiscal Year 2018-2019:

1. Historic Shawnee Alliance, Inc.
2. Central Oklahoma Transit System
3. Safe Events for Families

2. Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

3. Mayor's Proclamations:

"Better Hearing Month"
May 2018

"Community Action Month"
May 2018

"National Law Enforcement Week"
May 13-19, 2018

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

5. Public hearing and consideration of an ordinance to rezone property located at 3946 North Kickapoo Avenue from R-1; Single Family Residential District to C-3; Highway Commercial District. Case No. P09-18, Applicant: Darin Sparkman.

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

7. Consider approval of Fiscal Year 2018-2019 Insurance Rates for Blue Cross/Blue Shield, Delta Dental and Vision Service Plan (VSP) and approve payment of rate increase for health insurance for non-union employee group by City.

8. Presentation of preliminary budget for small and miscellaneous funds Fiscal Year 2018-2019.

9. New Business

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

10. Commissioners Comments

11. 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.a.

Meeting Date: 05/07/2018

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the April 16, 2018 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
APRIL 16, 2018 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, April 16, 2018 at 6:00 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance.

Richard Finley
Mayor

Dub Bushong
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Lesha Shaw
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Don Lynch,
Emergency Management Director

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the April 2, 2018 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for March 2018
 - Project Payment Report for March 2018
 - Planning Commission Minutes from March 7, 2018 meeting
- c. Budget Amendment – Fund 001
To amend the budget for Highway Safety Grant for FY 2017-2018.

d. Lake Lease Transfers:

TRANSFERS:

Lot 8 Magnino A Tract, 17230 Magnino Road

From: Jerry and Vicki Spivey

To: Terry Farris

- e. Acknowledge the Notice of Charter Election pursuant to Resolution No. 6556.
- f. Acknowledge the Notice of Charter Election pursuant to Resolution No. 6557.
- g. Approve Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) Local No. 206.
- h. Authorize staff to purchase six (6) Motorola portable transceiver radios utilizing the State contract.

Commissioner Shaw asked that Consent Agenda Item No. 1(a) be pulled for separate consideration.

A motion was made by Commissioner Shaw, seconded by Commissioner Rutherford, to approve Consent Agenda Item Nos. 1(a-h), less item 1(a). Motion carried 7-0.

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

NAY: None

Regarding Consent Agenda Item No. 1(a), Commissioner Shaw requested a wording change to Agenda Item No. 5 on the April 2, 2018 City Commission meeting minutes.

A motion was made by Commissioner Shaw, seconded by Commissioner Rutherford, to approve Agenda Item No. 1(a) with the language change from "...beginning on October 1, 2018, and shall cease *after* September 30, 2028" to "...beginning on October 1, 2018, and shall cease *on* September 30, 2028." Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 2:

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

There was no Citizens Participation.

AGENDA ITEM NO. 3:

Introduction of Shawnee 2018
student/teacher delegation for exchange trip
to Nikaho, Japan.

ADULT DELEGATES

Michael Canady, 2018 Chairman
Connie Walker, Teacher, Horace Mann
Yoko Loftis, Translator

STUDENT DELEGATES

Luke Dyer, Grove
Audrey Gaines, Grove
Hope Hanna, North Rock Creek
Phoenix Hindman, Shawnee Middle School
Allison Holter, Grove
Mia Jennings, Shawnee Middle School
Emma Monge, Grove
Daniel Phillips, Shawnee Middle School
Dynasty Poiré, Shawnee Middle School
Allie Ratcliff, Shawnee Middle School
DezaRae Simmons, Shawnee Middle School
Olivia Stevenson, Shawnee Middle School

Sister Cities Chairman Michael Canady introduced each of the adult and student delegates.

AGENDA ITEM NO. 4:

Mayor's Proclamations:

"Family Promise Day"
April 24, 2018

Family Promise Executive Director David Henry accepted the Mayor's Proclamation for "Family Promise Day" presented by Mayor Finley.

“Loyalty Day”
May 1, 2018

Veterans of Foreign Wars Post 1317 Commander Don Plumley accepted the Mayor’s Proclamation for “Loyalty Day” presented by Mayor Finley.

AGENDA ITEM NO. 5: Presentation by City Manager to Employee of the Month, Sandra Herron, Utility Billing Department.

Sandra Herron was present to accept the Employee of the Month Certificate presented by City Manager Justin Erickson.

AGENDA ITEM NO. 6: Public hearing and consideration of an ordinance to rezone property located at 4900 North Harrison Avenue from C-3; Highway Commercial to PUD; Planned Unit Development. Case No. P05-18, Applicant: TLP Associates, Inc. *(Deferred by the Planning Commission to the April 4, 2018 meeting. Deferred from the March 19, 2018 City Commission meeting.)*

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to defer this item to the May 7, 2018 City Commission meeting. Motion carried 7-0.

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

AGENDA ITEM NO. 7: Consideration of approval of a Preliminary Plat for Shawnee Retail Center located at 4900 North Harrison Avenue. Case No. S03-18, Applicant: TLP Associates, Inc. *(Deferred by the Planning Commission to the May 2, 2018 meeting.)*

A motion was made by Commissioner Bushong, seconded by Vice Mayor Harrod, to defer this item to the May 7, 2018 City Commission meeting. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 8:

Public hearing and consideration of an ordinance to rezone property located at 2327 North Harrison Avenue from CP; Planned Shopping Center District to C-3; Highway Commercial District. Case No. P07-18, Applicant: Americo Real Estate Company. *(Deferred from the March 19, 2018 City Commission meeting.)*

City Manager Justin Erickson provided a staff report and explained this item was deferred from the March 19, 2018 City Commission meeting. A secondary agreement has been drafted between the City of Shawnee and Americo Real Estate Company, which would allow Americo to self-select these conditions.

City Attorney Joe Vorndran stated that the following conditions have been proposed and will be formalized in an agreement:

1. **Fencing/Vegetative Barrier.** U-Haul shall construct and maintain, at its own expense a fence or vegetative barrier, built of workman-like quality, and within the regulations of the existing City zoning code, and of workman-like quality, along the entire eastern border of the subject property, subject to existing easements, and rights-of-way of record, and constructed for the purposes of noise and nuisance abatement; said fence shall be no taller than six feet (6 ft.) in height.
2. **No Equipment on East Side.** U-Haul shall operate its business services in a manner in which no truck, van, car, storage facility, cargo unit, mobile office, garage, propane storage tank and/or facility, or any other equipment, shall be parked, or affixed on the east side of the main building within the subject property; Moreover, any such propane storage tank and/or facility, temporary or permanent shall be placed on the west side of the main building.
3. **No Docking or Commercial Accessibility on the East Side of Building.** U-Haul shall permanently secure and disable any large overhead doors, and/or docking bays, located on the east side of the main building; U-Haul shall utilize any normal-sized, existing, doorways, as usable fire exits.
4. **Informational Literature to Customers.** That U-Haul, at their own cost and upkeep, shall prepare a leaflet, or other form of informational media, that informs and instructs its customers to refrain from using North Rice Road or North Gilpin Street for egress and ingress to Harrison Street.

Mayor Finley declared a public hearing in session to consider an ordinance rezoning property from CP; Planned Shopping Center District to C-3; Highway Commercial District for property located at 2327 North Harrison Avenue.

No one appeared in favor of said rezoning. Amy Isbell, Mike Johnson, Cheryl Thomas, and Loree Hopkins appeared and spoke against said rezoning. The public hearing was closed.

Scott Brackin, Marketing Company President for U-Haul Company of Oklahoma, was present to answer questions from the Commissioners and provided details on the proposed facility.

A motion was made by Commissioner Gillham, seconded by Vice Mayor Harrod, to approve with four conditions regarding: (1) Fencing/vegetative barrier requirements, (2) No equipment on the east side of the building, (3) No docking or commercial accessibility on the east side of the building, and (4) Informational literature to customers regarding egress and ingress.

Ordinance No. 2635NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOT SEVEN (7), BLOCK TWELVE (12), NORTHRIDGE ADDITION, 4TH SECTION, BEING A SUBDIVISION OF A PART OF THE NORTH HALF (N/2) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, CONTAINING 5.964 ACRES, MORE OR LESS REZONING SAID PROPERTY FROM ZONING CLASSIFICATION CP; PLANNED SHOPPING CENTER DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 5-1-1.

AYE: Gillham, Harrod, Finley, Rutherford, Salter

NAY: Shaw

ABSTAIN: Bushong

Ordinance No. 2635NS was adopted by the City Commission.

AGENDA ITEM NO. 9:

Consideration of a Preliminary Plat for Maple Development, LLC located on Shawnee Mall Drive, East of the BNSF Railroad Tracks. Case No. S04-18, Applicant: Sid and Javal, Inc. *(Deferred by the Planning Commission to the May 2, 2018 meeting.)*

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to defer this item to the May 7, 2018 City Commission meeting. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 10:

Consideration of a Final Plat for Shawnee Trail Office Park located on the Southeast corner of East 45th Street and Hyatt Road. Case No. S06-18, Applicant: Bonray Real Estate, LLC.

A staff report was given by Justin Erickson, City Manager. Mr. Erickson stated that staff recommends approval with conditions.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to approve a Final Plat for Shawnee Trail Office Park located on the Southeast corner of East 45th Street and Hyatt Road, with the following conditions:

1. Final construction documents must be approved by the City Engineer prior to construction.
2. Final engineered drainage plan must be approved by the City Engineer prior to construction.
3. Lot 5 shall be designated as a "Common Area," rather than "Lot 5," prior to final plat recording.
4. Building setback lines shall be indicated on the final plat prior to recording.
5. The Owner's Certificate of Dedication shall be properly affixed in conformance with the City of Shawnee Subdivision Regulation.
6. A "limits of no access" shall be shown along the property line adjacent to Hyatt Road prior to recording of the final plat.
7. The Professional Surveyor's Certificate shall be shown on the final plat prior to recording.
8. All other applicable City standards apply.

Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 11:

Acknowledge Sales Tax Report received April 2018.

City Manager Justin Erickson reported that February sales tax collected was \$1,420,532.00, which is down 3.33% from 2017. For the year, the City is up 0.16%, which is below budget projections.

AGENDA ITEM NO. 12:

City Manager Report

City Manager Justin Erickson gave updates on the following:

- a. Website Redesign – The new website was launched two-weeks ago. Feedback has been positive.
- b. Redbud Festival – It will be downtown this weekend on April 20 and 21, 2018, with a meal provided Friday evening.
- c. Traffic Signal – The traffic signal on the northwest corner of I-40 and Harrison Avenue was damaged due to an accident. It was removed and a temporary traffic signal/pole has been installed to assist traffic until the permanent traffic signal/pole can be replaced.

AGENDA ITEM NO. 13:

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. 14:

Commissioners Comments

Commissioner Gillham announced that Sine Nomine will be singing at University Baptist Church on Sunday, April 22, 2018 at 3:00 p.m. and Monday, April 23, 2018 at 7:30 p.m.

Commissioner Bushong announced that he has made the decision to not file for reelection to Ward I office. He stated it was an honor to serve on the board and he sees great things coming forward.

Commissioner Shaw announced that she has also made the decision to not file for reelection to Ward V office.

Commissioner Shaw stated that she would like to encourage our teachers to do the best that they can for our students and that they are deeply appreciated.

Commissioner Salter announced that he did file for Ward VI office. Commissioner Salter also said he went through the I-40 and Harrison Avenue intersection today and noted the temporary traffic light did improve traffic congestion.

Mayor Finley stated he had received a number of requests for taller flag poles. He requested Staff to draft an ordinance for the board to consider at a future meeting allowing the City to waive the height restrictions for residents who would like to fly the United States flag.

AGENDA ITEM NO. 15: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:54 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

LISA LASYONE, CMC
DEPUTY CITY CLERK

Regular Board of Commissioners

1.b.

Meeting Date: 05/07/2018

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Shawnee Urban Renewal Authority Minutes from March 13, 2018 meeting.
 - Planning Commission Minutes from April 4, 2018 meeting.
-

Attachments

SURA Minutes

PLN Minutes

SHAWNEE URBAN RENEWAL AUTHORITY MINUTES OF MARCH 13, 2018

The Board of Commissioners of the *Shawnee Urban Renewal Authority* met for a special call meeting Tuesday, March 13, 2018 at 9:00 a.m. in the CDBG Conference Room, 227 N. Broadway, Suite C, Shawnee, Oklahoma.

Tiffany Barrett called the meeting to order at 9:02 a.m.

AGENDA ITEM NO. 2 ROLL CALL:

Roll call was taken showing the following members present:

	Chairman	Tiffany Barrett
	Commissioner	Johnie Maxwell
	Commissioner	Renee' Wortham
Absent:	Vice Chair	Stephen Rice
	Commissioner	Larry Gill
Guests:	Audra Barksdale	
	Paul Davis	

Also present:
Bryan Logan, CDBG Program Manager, SURA
Karen Drain, Secretary, SURA
Elaine Shrum, Administrative Specialist, SURA

A quorum was declared.

AGENDA ITEM NO. 3 APPROVAL OF MINUTES:

A motion to approve the minutes of November 7, 2017 was made by **Commissioner Wortham**, seconded by **Commissioner Maxwell**. Motion carried with no abstentions.

VOTING YES: Barrett, Maxwell and Wortham
VOTING NO: None

**AGENDA ITEM NO. 4
APPROVAL OF CLAIMS:**

A motion to approve claims totaling \$ 165,093.24 was made by **Commissioner Wortham**, seconded by **Commissioner Maxwell**. Motion carried with no abstentions.

VOTING YES: Barrett, Maxwell and Wortham
VOTING NO: None

**AGENDA ITEM NO. 5
SWEAR IN NEW BOARD MEMBERS:**

Bryan Logan, CDBG Program Manager swore in the new SURA Board members:

- a) Audra Barksdale
- b) Paul Davis

**AGENDA ITEM NO. 6
ELECT VICE-CHAIRMAN:**

A motion to elect **Commissioner Maxwell** as Vice-Chairman was made by **Commissioner Wortham**, seconded by **Commissioner Davis**. Motion carried with no abstentions.

VOTING YES: Barrett, Barksdale, Davis, Maxwell and Wortham
VOTING NO: None

**AGENDA ITEM NO. 7
ELECT SECRETARY:**

A motion to elect **Commissioner Wortham** as Secretary was made by **Commissioner Maxwell**, seconded by **Commissioner Davis**. Motion carried with no abstentions.

VOTING YES: Barrett, Barksdale, Davis, Maxwell and Wortham
VOTING NO: None

AGENDA ITEM NO. 8
UPDATE ON PROJECTS:

Bryan Logan, CDBG Program Manager gave the following update:

1. Home Repair: Roof
Cost Estimate: \$ 8,500.00
Bids received: 3
Bid awarded to: LG Construction for \$6,350.00 – Closed
2. Home Repair: Foundation
Quotes received: 2
Awarded to: Power Lift for \$6,050.00 - Closed
3. Home Repair: Foundation
Quotes received: 2
Awarded to: Power Lift for \$5,500.00 - Closed
4. Home Repair: Foundation
Quotes received: 2
Awarded to: Power Lift for \$18,600.00 - Closed
5. Home Repair: Foundation
Quotes received: 2
Awarded to: Power Lift for \$9,850.00 - Closed
6. Home Repair: Roof
Cost Estimate: \$ 7,350.00
Bids received: 1
Bid awarded to: LG Const. for \$8,485.00 - Closed
7. Home Repair: Demo
Cost Estimate: \$ 3,100.00
Bids received: 3
Bid awarded to: Meier & Son Demo for \$2,200.00 - Closed
8. Home Repair: Fire Repair
Quotes received: 2
Awarded to: LG Const. for \$27,938.00 – Closed for \$28,263.00

9. Home Repair: HVAC
Quotes received: 2
Awarded to: A/C Drs. for \$6,300.00 - Closed
10. Home Repair: Foundation
Quotes received: 2
Awarded to: Ram Jack for \$34,350.00 - Closed
11. Home Repair: Foundation
Quotes received: 2
Awarded to: Ram Jack for \$4,714.00
12. Home Repair: Roof
Cost Estimate: \$ 6,950.00
Bids received: 3
Bid awarded to: Beauford Const. for \$7,680.00
13. Home Repair: Hot Water Tank
Quotes received: 3
Awarded to: Complete Plumbing for \$945.00 – Closed for \$1,217.00
14. Home Repair: Plumbing
Cost Estimate: \$ 3,450.00
Bids received: 2
Bid awarded to: LG Const. for \$1,875.00
15. Home Repair: A/C
Quotes received: 2
Awarded to: A/C Drs. for \$4,203.00
16. Special Project: Remodel CDBG Property at 1202 N. Penn
Awarded to: David VanBrunt for \$29,915.00

AGENDA ITEM NO. 9
OLD/NEW BUSINESS:

There was no old or new business.

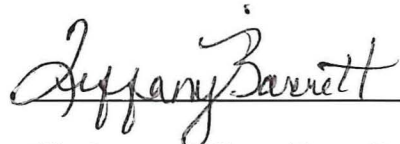
**AGENDA ITEM NO. 10
PROGRAM MANAGER'S REPORT:**

Bryan Logan, CDBG Program Manager reported that we received the house located at 1227 E. Margaret back from foreclosure to be remodeled and sold to a first time homebuyer. Also, there was another house in foreclosure that sold and we received the past due funds for it.

**AGENDA ITEM NO. 11
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:21 a.m. was made by **Commissioner Maxwell**, seconded by **Commissioner Davis**. Motion carried with no abstentions.

VOTING YES: Barrett, Barksdale, Davis, Maxwell and Wortham
VOTING NO: None


Chairman, Tiffany Barrett


Secretary, Renee' Wortham

PLANNING COMMISSION MINUTES

DATE: APRIL 4TH, 2018

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, April 4th, 2018 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1:

Roll Call

Upon roll call the following members were present:

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

Absent:

Meeting was called to Order.

AGENDA ITEM NO.2:

Consideration of approval of the minutes from the March 7th, 2018 Planning Commission Meeting

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

Motion passes:

AYE: Deem, Matthews, Walker, Bergsten, Cowen, Kienzle, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO.3:

Citizens' Participation

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

AGENDA ITEM NO.4:

Case #P05-18 – A public hearing in consideration of approval for the Shawnee Retail Center Planned Unit Development located at the 4900 N. Harrison Avenue, Shawnee, OK (Deferred from March 7th, 2018 Planning Commission)

Applicant: TLP Associates, INC

Chairman Bergsten asked for the staff report. Justin Debruin presented staff report and asked to defer item to the May planning commission agenda in order to give the applicant time to make corrections. Chairman Bergsten asked if there were any questions. Commissioner Kienzle asked if there were any prohibitions against landscaping within the Oklahoma Department of Transportation right of way. Mr. Debruin informed her there would be on site landscaping for this item since he was unaware of the answer to her question. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward. Chairman Bergsten closed the public portion of the

meeting and asked if there were any questions, comments or a motion. Commissioner Matthews made a motion to defer, seconded by Commissioner Walker.

Motion to defer to May 2nd, 2018 Planning Commission Meeting:

AYE: Deem, Matthews, Walker, Bergsten, Cowen, Kienzle, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO.5:

Case #S03-18 – Consideration of approval of a Preliminary Plat for Shawnee Retail Center located at 4900 N. Harrison Avenue, Shawnee, OK (Deferred from March 7th, 2018 Planning Commission)

Applicant: TLP Associates, INC

Chairman Bergsten asked for the staff report. Justin Debruin presented staff report and asked to defer item to the May planning commission agenda. Chairman Bergsten asked if there were any questions. There were none. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward. Chairman Bergsten closed the public portion of the meeting and asked if there were any questions, comments or a motion. Commissioner Deem made a motion to defer, seconded by Vice-Chairman Cowen.

Motion to defer to May 2nd, 2018 Planning Commission Meeting:

AYE: Deem, Matthews, Walker, Bergsten, Cowen, Kienzle, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO.6:

Case #S04-18 – Consideration of approval of a Preliminary Plat for Maple Development, LLC located on Shawnee Mall Drive, East of the BNSF Railroad Tracks, Shawnee, OK (Deferred from March 7th, 2018 Planning Commission)

Applicant: Sid and Javal, INC

Chairman Bergsten asked for staff report. Justin Debruin informed board that staff would like to defer this item as well but mentioned the 3 cases being deferred are adjacent to one another. Chairman Bergsten asked if there were any questions. There were none. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward. Chairman Bergsten closed the public portion of the meeting and asked if there were any questions, comments or a motion. Commissioner Rowell made a motion to defer, seconded by Commissioner Walker.

Motion to defer to May 2nd, 2018 Planning Commission Meeting:

AYE: Deem, Matthews, Walker, Bergsten, Cowen, Kienzle, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO.7:

Case #S06-18 – Consideration of approval of a Final Plat for Shawnee Trail Office Park located at the SE corner of East 45th Street and Hyatt Road, Shawnee, OK

Applicant: Bonray Real Estate, LLC

Chairman Bergsten asked for the staff report. Justin Debruin presented staff report and stated the property consists of four acres, with preliminary plat and pud being approved in January. Mr. Debruin explained this would be an 8 lot development requiring 90% brick & stone façade, 6ft sidewalk along 45th Street and stated a property owner association would be established. Staff recommends approval with 8 conditions. Chairman Bergsten asked if there would be any fencing along the west side of property. Justin Debruin explained a tree line would be constructed. Chairman Bergsten asked if there were any other questions. There were none. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward. Chairman Bergsten closed the public portion of the meeting and asked if there were any questions, comments or a motion. Commissioner Walker made a motion to approve with conditions listed, seconded by Commissioner Matthews.

Motion passes:

AYE: Deem, Matthews, Walker, Bergsten, Cowen, Kienzle, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO.8:

Planning Director's Report

Justin Debruin congratulated Brittney Burton for accepting new position of GIS Manager within the City of Shawnee and mentioned he is in process of hiring a new Assistant City Planner. Mr. Debruin informed the board he would like to ambitiously hire that person prior to his child being born in May. Justin Debruin gave update regarding the comprehensive plan process. Commissioner Deem asked what the relationship was with OU coming down years ago and this process. Mr. Debruin explained OU came for a specific study downtown. Commissioner Kienzle asked if any meetings were planned with departments internal to the city for their input. Justin Debruin stated that would be something to consider as it was not included at the moment. Chairman Bergsten asked if Shawnee Marketplace 2 was progressing. Mr. Debruin informed him it was and they were currently looking over 2-3 concept plans before it moves onto planning phase. Chairman Bergsten asked if anything could be done regarding the storage concern at the pawn shop located at Harrison and Highland. Justin Debruin stated he would get with the Action Center about it. Commissioner Deem asked what authority the city had to impose standards for those issues. Mr. Debruin explained when code was changed in 2014, some properties were grandfathered in until a change is made to the business but explained he could also look into the maintenance codes. Commissioner Matthews asked if this was something mentioned in the advisory meeting in regards with establishing a sense of pride. Justin Debruin agreed. Commissioner Matthews asked if it was possible to incorporate a timeline for commercial entities to become up to code if grandfathered in. Mr. Debruin stated he would look into it. Commissioner Deem asked what process was for residential properties. Justin Debruin informed board of the Action Center and process of filing complaints. Chairman Bergsten asked about a property on Harrison Avenue by I-40 that had a truck stop submit an application previously and asked if that was dead at this point. Mr. Debruin explained there was a change of engineers at this time but nothing has been submitted as of yet. Commissioner Matthews commended the new website, stating it appears to be a good tool. Justin Debruin agreed.

AGENDA ITEM NO.9:

Commissioners Comments and/or New Business

There were none.

AGENDA ITEM NO.10:

Adjournment

Meeting was adjourned.



Chairman/Vice-Chairman

Cheyenne Pettigrew
Planning Commission Secretary

Regular Board of Commissioners

1.c.

Meeting Date: 05/07/2018

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfers:

TRANSFERS:

Lot 13 Belcher Tract, 33114 Post Office Neck

From: Dee Ann Lowrey

To: Dee Ann and Kirk Lowrey

Lot 13 Johnston Tract, 16624 Stevens Road

From: Teresa Burton and Warren Mesner

To: Ray Burton

Attachments

Lake Lease Lowrey

Lake Lease Burton

Community
Development
Department



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

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

Date	04/05/2018	License No. #032283
Type	☐ Renewal ☒ Transfer (FAMILY)	
Commission Meeting Date	April 16 th , 2018	
Property Address	33114 POST OFFICE NECK	
Lake Site Location	LOT 13 BELCHER TRACT	
Lease Dates	04/16/2018 – 04/16/2048	
Lease Fee (changes annually)	\$703.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	DEE ANN LOWREY & KIRK LOWREY	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	DEE ANN LOWREY	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☐ Conventional ☐ Aerobic	
Last Inspected/Pumped	NONE-VACANT LOT	
Misc. Comments	 Total Charges Paid: \$703.00	

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# 032283**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of April 16th, 2018 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DEE ANN LOWREY
of 701 N MARKET SHAWNEE OK 74801 ,
KIRK LOWREY
of 31108 MANUEL DR SHAWNEE OK 74801,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 703.00 dollars for 2018, 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:

**33114 POST OFFICE NECK
LOT 13 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 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,

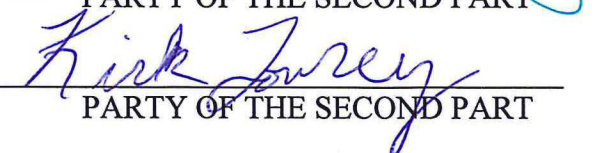
BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART


PARTY OF THE SECOND PART

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

Date	05/02/2018	License No. #032358
Type	☐ Renewal ☒ Transfer (<i>FAMILY</i>)	
Commission Meeting Date	May 7 th , 2018	
Property Address	16624 STEVENS ROAD	
Lake Site Location	LOT 13 JOHNSTON TRACT	
Lease Dates	05/07/2018 – 05/07/2048	
Lease Fee (changes annually)	\$703.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	RAY BURTON	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	TERESA BURTON & WARREN MESNER	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☒ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	02/28/2018	
Misc. Comments	 Total Charges Paid: \$703.00	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 032358**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of May 7th, 2018 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

RAYMOND BURTON
of 16624 STEVENS RD SHAWNEE OK 74801-5737 ,

of ,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 703.00** dollars for **2018**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**16624 STEVENS RD
LOT 13 JOHNSTON 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

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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.**

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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.d.

Meeting Date: 05/07/2018

Comprehensive Plan Committee

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge and approve the establishment of a Comprehensive Plan Steering Committee.

Attachments

Comp. Plan Comm.



Office of the City Manager

MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Justin Erickson, City Manager

AGENDA: May 7, 2018

RE: Establishment of a Comprehensive Plan Steering Committee

Staff is requesting authorization from the City Commission to establish a Comprehensive Plan Steering Committee. The Committee would work with City Staff, RDG (our planning consultant), the Planning Commission and City Commission over the next 12 months to produce the best possible plan for the community.

Staff proposes the following general committee composition:

Mayor Finley	City Commission Member	Shawnee Planning Comm. Member
Downtown Representative	Tribal Representative (2)	Shawnee Forward Representative
OBU Representative	Developer Representative	Shawnee Public Schools
Visit Shawnee	Community Renewal Representative	Gordon Cooper Tech Center
Avedis Representative	Blue Zones Representative	At-large member

Adjustments may have to be made based on availability of committee members, but City staff will use the above categories as a goal and starting place and staff will reach out to each entity so that they may appoint a committee member.

It should also be noted that a series of focus group meetings and other public engagement opportunities will take place that will ensure extensive opportunities for public input throughout this process.

Regular Board of Commissioners

1.e.

Meeting Date: 05/07/2018

Hiring Finance Director

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Confirm and approve the hiring of Chance Allison, CPA as the City's Finance Director and City Treasurer.

Attachments

Hiring of Finance Director



Office of the City Manager

MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Justin Erickson, City Manager

AGENDA: May 7, 2018

RE: Appointment of Finance Director and City Treasurer

After conducting a nationwide job search, reviewing applications and conducting interviews, I have extended an employment offer to Chance Allison, CPA to be the City's next Finance Director/City Treasurer, subject to approval by the City Commission. In accordance with the City Charter, *"the appointments of all heads of departments shall not become effective until they have been approved by the Board of Commissioners"* (Article V, Section 2). Further, in accordance with Article III, Section 9 of the City's Charter, the City Treasurer shall be appointed by the City Commission.

Mr. Allison has an extensive accounting and finance background including over nine years of service at the firm Finley & Cook, where he manages audit engagements and has experience with municipal finances and governmental accounting principles. He holds a Bachelor's Degree in Professional Accountancy from Oklahoma Baptist University and is a Certified Public Accountant (License #17883). Mr. Allison resides in the City of Shawnee.

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

Meeting Date: 05/07/2018

Pioneer Library Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of the Pioneer Library System Agreement for library services, facilities, and maintenance for Fiscal Year 2018-2018.

Attachments

Pioneer Library Contract

AGREEMENT FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE

2018-2019

This Agreement is made and entered into this _____ day of _____, 2018, by and between the Pioneer Library System (“**Pioneer**”) and the City of Shawnee (the “**City**”) to set forth all rights and obligations of the parties with respect to the Shawnee Public Library.

WITNESSETH:

WHEREAS, Pioneer is a multi-county library system organized under 65 O.S § 4-101 et seq. operating public libraries in Cleveland, McClain and Pottawatomie Counties; and

WHEREAS, Shawnee has been a member of the library system operated by Pioneer since April 5, 1976; and

WHEREAS, Shawnee is located within Pottawatomie County (the “**County**”) and the voters of the County have approved ad valorem millage authorized by Art. X, Section 10A of the Oklahoma Constitution to support library services provided by Pioneer, including the 6 mill levy approved May 13, 2008; and

WHEREAS, the City owns real property located at 101 N. Philadelphia, Shawnee, Oklahoma, upon which the Shawnee Public Library Central is located; and

WHEREAS, Pioneer has agreed to provide all services necessary to operate the Shawnee Public Library in conformance with the standards promulgated by the Oklahoma Department of Libraries at the site owned by the City (the “**Shawnee Public Library**”); and

WHEREAS, the City, consistent with its budgetary responsibilities and budgeted funds available, will include estimated appropriations within its 2018-2019 fiscal year budget for all expenses it is obligated to pay in connection with this agreement; and

WHEREAS, the parties wish to update and refine the delineation of the duties each has assumed with respect to provision of library services for the Shawnee Public Library.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and upon the conditions and under the terms stated herein, the parties agree as follows:

A. Pioneer Library System’s Obligations. Pioneer shall:

1. Provide a collection of materials and programming services at the Shawnee Public Library to meet the information and recreational reading needs of the residents of Cleveland, McClain, and Pottawatomie Counties, including, particularly, the residents of Shawnee, Oklahoma.

2. Provide local and administrative staff to plan and implement library services in accordance with standards promulgated by the Oklahoma Department of Libraries. Said staff shall be employed by Pioneer, not the City of Shawnee. Further Pioneer staff shall not be considered to be employees of the City, and employees of the City shall not be considered to be employees of Pioneer. Pioneer will, in its sole discretion, employ and hire such staff as it deems advisable for the operation of the Shawnee Public Library. All decisions regarding the supervision, compensation, promotion and discharge of such employees shall be made solely by Pioneer. Pioneer hereby agrees to waive any possible claims to any retirement benefits or deferred compensation for its employees and any other benefits available to qualified employees of the City. Pioneer shall maintain worker's compensation insurance for all of its employees working at the Shawnee Public Library in accordance with the applicable law of the State of Oklahoma.
3. Provide trained library staff to implement library services, including but not limited to, reference services, technology and training, reading guidance, library programs and administrative services.
4. Provide a collection of materials to include, but not limited to, both fiction and nonfiction and present the collection in a variety of formats to be determined by Pioneer. The collection will include materials for customers of all ages, including children, teens, and adults.
5. Provide library services to include, but not be limited to, programming determined by library floor space, staff availability and community need.
6. Provide library services to include but not be limited to, sharing of materials among Pioneer, the Shawnee Public Library, and the other branch libraries within the Pioneer Library System and libraries outside the Pioneer Library System, and regularly scheduled delivery of library materials and business communications among the Pioneer administrative and branch locations.
7. Pioneer will provide regular, continuous staff training in the areas of library automation systems, reading guidance, reference services, programming and customer service, and other library and community services.
8. Provide electronic systems for circulation and cataloging of materials and for communication among the branch libraries and administrative staff.
9. Establish hours of operation at the Shawnee Public Library in compliance with standards set by the Oklahoma Department of Libraries in consultation with the City.
10. Pioneer shall own all materials and equipment purchased by Pioneer which shall remain the property of Pioneer. Pioneer shall insure the property it owns in such amounts and on such terms as determined by Pioneer and shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. Pioneer shall provide the City with a certificate documenting that it holds personal property insurance and liability insurance as provided herein. Said documentation shall be provided to the City annually upon renewal of this agreement.

11. By December 31 of each year, Pioneer shall provide to the City a list of all building and/or property improvements Pioneer is requesting the City to make. The City may provide funding for said improvements as authorized by budgeted appropriations for said purposes.
12. Provide all technology Pioneer determines to be necessary, including internet access and computers, at no cost to the City to operate and maintain.
13. Provide to the City security monitoring service a list of all Pioneer personnel who will respond to the monitoring service's contact that security might have been breached. If Pioneer determines that it needs a security guard, Pioneer shall pay for that service and pay the costs of operating the video surveillance system at no cost to the City.
14. Make a good faith effort to minimize all operation and maintenance costs to be paid for by the City.
15. Pioneer shall provide notice to the City of any damages to the real and personal property and need for repairs. Any repairs that require immediate action such as, but not limited to, sewer backups, water leaks or roof leaks, require notice to be given to the City within twenty-four (24) hours. For those repairs not requiring immediate action, Pioneer shall provide notice to the City within fourteen (14) days. Pioneer shall have a duty to use reasonable care to discover any damage or need for repairs to the library.
16. Comply with all ordinances of the City, laws of the State of Oklahoma, and laws of the United States of America relating or pertaining in any manner to this Agreement.

B. The City of Shawnee's Obligations.

1. The City will appoint at least one member to the Pioneer Board of Trustees as provided by Oklahoma Law.
2. The City, consistent with its budgetary responsibilities and dependent upon the availability of budgeted funds, shall provide a suitable building at the Shawnee Public Library in which the library services may be provided in an appropriate, easily accessible location with sufficient paved parking adjacent to the library building, central heat and air conditioning with temperature control, electricity to meet lighting, climate control and technology needs, carpeting and appropriate hard surface flooring, public restrooms, exterior signage and lighting, furnishings and equipment appropriate to building design and library function, and related equipment for security of the facility and patrons. Access to the building will comply with State and Federal guidelines for handicapped accessibility and safety, as may be amended from time to time. The term "suitable building" as used herein shall mean a building or facility that meets current established guidelines and does not require the City to meet any new or modified requirements established subsequent to the date of this agreement.
3. The City shall be responsible for the monthly utilities and maintenance associated with the building. Maintenance and operations consist of maintaining the interior and exterior of the building, the furnishings which are owned by the City and located inside and outside of the building, the grounds

on which the building is located, and the paved parking areas. Utilities, operations and maintenance covered by this Agreement include:

- a. Telephone services including a listing in the local phone directory, but excluding long distance calls
- b. City cable by franchise agreement
- c. Electric service
- d. Lawn/landscaping service
- e. Custodial services
- f. Building maintenance (including all furniture, fixtures and equipment purchased by the City)
- g. Electronic security system and monthly monitoring
- h. Water, sewer, trash service

The City shall consult with Pioneer periodically about the scope and character of these services.

4 The land, building, and the furniture and fixtures purchased by the City shall remain the property of the City. The City shall purchase and maintain in full force and effect suitable insurance policies as follows: all-risk property insurance covering the real and personal property it owns in an amount not less than the replacement cost of the property, and on such terms as determined by the City. The City shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. A schedule of such policies of insurance then in force and effect shall be provided to Pioneer annually upon contract renewal. Additionally, the City shall be responsible for its own negligence in accordance with State law, including but not limited to, the Governmental Tort Claims Act.

5. The City shall, in its complete discretion, make all decisions regarding the need for capital improvements to be made and funds for those purposes. Capital improvements are any improvements made to maintain the facility in the condition it was on the date of this agreement, normal wear and tear excepted. The City shall not be responsible for capital improvements necessitated by "Tenant Misuse". The term "Tenant Misuse" will not include ordinary wear and tear on the premises, but will mean any act that causes damages to the premises or any part thereof and that arises out of uses of the premises not permitted by the terms of this Agreement or that is caused by negligent or willful acts of Pioneer, its employees, agents, contractors, invitees, customers or users.

6 The City reserves the right to conduct non-profit events or meetings of its choosing on the premises during each year and every year of the term hereof. The City shall consult with Pioneer as to the scheduling of such events or meetings. No events to be sponsored and conducted by the City shall conflict with events scheduled by Pioneer before the City's request for use. The City's use of the premises shall be subject to the rules, regulations, hours of operation and/or policies adopted by Pioneer pertaining to the premises. The City and Pioneer may agree to additional hours of operation for events or meetings upon prior written agreement.

C. Mutual Agreement

The parties to this Agreement understand and agree that the Shawnee Public Library and all furniture, fixtures and equipment purchased by the City shall be owned exclusively by the City.

D. Use of Premises for Purpose Stated

Pioneer covenants that during the term, the premises shall be used primarily for library and educational related purposes as stated above.

E. Redecoration and Remodeling

Pioneer will have the right and privilege, subject to prior written approval of the City, to perform nonstructural redecoration and remodeling, at Pioneer's own cost, to the premises from time-to-time as it will see fit.

F. Non-Discrimination

Pioneer represents and agrees it is Pioneer's policy, and shall remain Pioneer's policy, to operate the Premises so as not to discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, national origin, age, citizenship status, veteran status, or disability, including but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

G. Assignment

Pioneer may not assign this agreement, or any portion thereof, or any part of Pioneer's rights hereunder without prior written approval by the City. No additional tenants will be allowed without modification to this Agreement.

H. Destruction of Premises

In the event the premises should be partially destroyed (less than twenty percent (20%) as a result of fire or other casualty, regardless of the cause, then the City will, at its sole cost and expense, promptly, and in any event within thirty (30) days after receipt of insurance proceeds, or within such longer period of time as may be necessary for the City to comply with public competitive bidding laws, commence to build or replace the same in as good condition as prior to such casualty or, if the City is unable to commence such rebuilding or replacement within thirty (30) days then as promptly thereafter as possible. In the event the premises should be substantially (twenty percent (20%) or more) destroyed as a result of fire or other casualty, regardless of the cause, or should it be untenable and unfit for occupancy at any time during the Term of this Agreement, then, the City, subject to availability of

sufficient insurance proceeds for such purposes, may, in its complete discretion, build, rebuild or replace the premises.

I. Force Majeure

Failure in performance by either party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war, insurrection; strikes; lock outs; riots; floods; earthquakes; fires; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather or any other causes beyond control, and without the fault, of the party claiming an extension of time to perform.

J. Term

The term of this agreement shall be July 1, 2018, through June 30, 2019, and shall be renewable annually upon the written consent of both parties.

K. Termination for Default

This agreement may be terminated by either party upon sixty (60) days prior written notice should either party fail substantially to perform in accordance with the agreement terms through no fault of the party initiating the termination after due notice and thirty (30) days within which to correct the fault.

L. Termination

This Agreement may be terminated with or without cause upon giving 180 days written notice to the other party.

M. Redelivery of Premises

Pioneer will, at the termination of this Agreement, or any extension thereof, peacefully quit, surrender and deliver up to the City, its successors or assigns, the premises in good condition, with the exception of usual wear and tear.

N. Whole Agreement and Amendments

This written Agreement between the City and Pioneer constitutes the entire understanding between the parties and no other documents or oral discussions shall modify this written Agreement. Should it become the desire of both parties to amend this Agreement, such agreement shall be in writing and must be signed by both parties in order to have legal effect.

O. Entire Agreement

It is intended by the parties that this Agreement will supersede, nullify and void any previous agreements, contracts and supplements thereto between the parties herein or their predecessors and interests.

P. Non-Waiver

The failure of either party, at any time or times hereafter, to require strict performance by the other party of any provision of the Agreement will not constitute a waiver or affect or diminish any right of any party thereafter to demand strict compliance and performance of the Agreement. Any suspension or waiver by the party of a default of any condition under this Agreement will not suspend, constitute a waiver or affect any other default by the other party.

Q. Severability

If any one or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement and this Agreement shall continue in force to the fullest extent permitted by law.

R. Notices

For the purpose of notice given under this Agreement, the parties may be notified as follows:

City: City of Shawnee
Attention: Justin Erickson, City Manager
16 W. 9th St.
Shawnee, OK 74801
Telephone: (405)878-1601
Facsimile: (405)214-4249
Email: jerickson@shawneeok.org

Pioneer: Pioneer Library System
Attention: Lisa Wells, Executive Director
300 Norman Center Court
Norman, OK 73072
Telephone: (405)801-4500
Facsimile: (405)801-4516
Email: lwells@pioneerlibrarysystem.org

This Agreement reflects all terms of the agreement between the parties. It may not be amended or modified in any way except by an instrument in writing signed by all parties.

IN WITNESS WHEREOF, Pioneer Library System and the City of Shawnee have executed and entered into this Agreement as of the day and year first written above.

ATTEST:

CITY CLERK

CITY OF SHAWNEE:

MAYOR

PIONEER LIBRARY SYSTEM

CHAIR, BOARD OF TRUSTEES

ATTEST:

CORPORATE SECRETARY

REVIEWED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Regular Board of Commissioners

1.g.

Meeting Date: 05/07/2018

Contract Rev Comm Contracts

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of the following Community Service Contract Review Committee contracts for Fiscal Year 2018-2019:

1. Historic Shawnee Alliance, Inc.
 2. Central Oklahoma Transit System
 3. Safe Events for Families
-

Attachments

Memo

HSA Contract

COTS Contract

SEFF Contract



Office of City Clerk

MEMORANDUM

To: Honorable Mayor and Member of the City Commission
From: Justin Erickson, City Manager
Date: May 7, 2018
RE: Community Service Contract Review Committee

The Community Service Contract Review Committee met on April 16th to discuss the following contracts.

- 1) Historic Shawnee Alliance, Inc. – The Committee unanimously voted to renew this contract for Fiscal Year 2018-2019 in the amount of \$16,000.00. There is no change from the current Fiscal Year 2017-2018 contract.
- 2) Central Oklahoma Transit System – The Committee unanimously voted to renew this contract for Fiscal Year 2018-2019 in the amount of \$66,000.00. There is no change from the current Fiscal Year 2017-2018 contract.
- 3) Safe Events for Families – The Committee unanimously voted to renew this contract for Fiscal Year 2018-2019 in the amount of \$58,000.00. There is no change from the current Fiscal Year 2017-2018 contract.

The Community Service Contract Review Committee recommends approval of these contracts.

AGREEMENT BETWEEN THE CITY OF SHAWNEE and
HISTORIC SHAWNEE ALLIANCE, INC.

This Agreement is entered into this 1st day of July, 2018, by and between the City of Shawnee, Oklahoma, a municipal corporation hereinafter referred to as “CITY”, and the Historic Shawnee Alliance, Inc., a 501(c)(3) non-profit organization hereinafter referred to as “HSA”.

WITNESSETH

WHEREAS, the CITY is in need of certain services to promote the preservation and economic development of the core downtown business district.

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

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

1. The HSA agrees to provide the following services, to wit:
 - a. Administer the city’s Façade Grant Program which includes opening the program for applications at least once annually, screening applicants, and making awards.
 - b. Promote positive growth of downtown’s retail, commercial, and residential markets through education and marketing efforts.
 - c. Foster public-private partnerships to revitalize public spaces downtown.
 - d. Work with local government and businesses to improve safety and security in the downtown area.
2. HSA agrees to provide such services to commence on the 1st day of July 2018 and to continue until the 30th day of June 2019.
3. The CITY agrees to fund HSA’s efforts in the amount of \$16,000 as follows:
 - a. \$12,000 for Façade Grants in the downtown C4 Business District.
 - b. \$4,000 for administration of the Façade Grant Program and other services as defined in this Agreement.
4. HSA agrees to furnish to the CITY copies of all minutes of HSA meetings.
5. HSA and CITY acknowledge and agree that mutual cooperation is necessary for the success of this Agreement. To that end, HSA agrees to meet and consult with the City Manager and Planning Department Director at least twice per year concerning the Façade Grant Program and other services as defined in this Agreement.

6. CITY acknowledges that it cannot bind future commissions to a financial decision beyond the present fiscal year.
7. HSA shall submit a request for renewal to the City Clerk's Office no later than March 29, 2019. As a part of this request, HSA shall submit a plan, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.
8. This Agreement may be terminated by either party upon thirty (30) days written notice prior to the end of the contract period. Upon termination, the HSA will refund any remaining, unencumbered funds to the city.

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

WITNESS our hands this _____ day of _____, 2018.

HISTORIC SHAWNEE ALLIANCE, INC.

PRESIDENT

ATTEST:

SECRETARY/NOTARY

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN, CITY ATTORNEY

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

This Agreement is entered into this 1st day of July, 2018 by and between the City of Shawnee, Oklahoma, hereinafter the "CITY", and CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC., (operating as Central Oklahoma Transit System) hereinafter "COTS".

WITNESSETH

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

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

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

1. COTS shall provide to the CITY transportation services for its workforce and citizens in general in the City of Shawnee, Oklahoma, to commence on the 1st day of July, 2018, and to continue uninterrupted service thereafter until the 30th day of June, 2019. Hours of this service shall be from 7:00 a.m. until 8:00 p.m. Monday through Friday, and Saturday 8:00 a.m. until 5:00 p.m. (except holidays).
2. In exchange for the provision of such transportation services, the CITY shall pay to COTS sixty-six thousand dollars (\$66,000.00) in installments as follows: fifty-five hundred dollars (\$5,500.00) the first of each month, July, 2018 - June, 2019. This money is to come from the City's General Fund. Each payment is to be made after COTS submits the reports and invoices set forth in paragraph three of this Agreement. The City Finance Director shall review quarterly the documents provided and ascertain compliance with the requirements of paragraph three. Failure to submit the required reports with the invoices will result in withholding of payment on the invoice pending the receiving of said reports by the City. The City reserves the right to determine if the reports received contain sufficient information for the City to be kept current on the financial status of COTS.
3. COTS shall provide to the CITY all invoices and other documents required by the CITY in connection with its payment procedures. COTS further agrees to provide to the City a monthly report of COTS' expenditures, income, and riders. Such reports shall be provided by COTS to the CITY by the 10th day each month during the term of this Agreement. COTS acknowledges and understands that it must segregate and account for the funds received from the CITY. COTS agrees to furnish the City with its annual audit or an agreed upon procedures engagement conducted by a CPA. COTS further agrees to furnish monthly reports to the CITY containing its revenues, expenditures, assets, liabilities, grants and activities.

4. COTS agrees to furnish to the CITY copies of all minutes of COTS meetings.
5. COTS further agrees that in the case of a national or state emergency, or if a municipal emergency is declared by the city manager, COTS will allow the City to use vehicles and employees for necessary transportation, including but not limited to, transporting residents during an evacuation, assisting mass care facilities with transportation and transporting volunteers and responders to their designated work locations.
6. COTS hereby indemnifies the CITY and agrees to hold the CITY harmless from and against any loss, damage or claim arising from the operation of COTS and for any insurance premiums owed by COTS and for any tax liability now or later determined to be due and owing by COTS. Upon receipt of notice of a suit or proceeding filed against the CITY or COTS, COTS shall give the CITY written notice of such suit or proceeding within ten (10) days of receipt of such notice and shall cooperate with the CITY in its defense of any such suit or proceeding. COTS further agrees to at all times have insurance coverage reasonably covering the activities contemplated in this Agreement with a minimum coverage limit of one million dollars (\$1,000,000.00).
7. COTS shall submit a request for renewal to the City Clerk's Office no later than March 29, 2019. As a part of this request, COTS shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.
8. This Agreement may be terminated by either party without cause upon sixty (60) days written notice directed to the other party.

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

WITNESS our hands this _____ day of _____, 2018.

ACTION, INC
(CENTRAL OKLAHOMA TRANSIT)

EXECUTIVE DIRECTOR

ATTEST:

SECRETARY/NOTARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee this _____ day of _____, 2018.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2018.

JOSEPH M. VORNDRAN, CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF SHAWNEE and
SAFE EVENTS FOR FAMILIES

This Agreement is entered into this 1st day of July, 2018, by and between the City of Shawnee, Oklahoma, a municipal corporation hereinafter the "CITY", and Safe Events for Families hereinafter called "SEFF".

WITNESSETH

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

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

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

1. SEFF agrees to provide and furnish such goods and services, to wit: the development of family-oriented events providing a safe and entertaining community atmosphere. Those events shall be limited to Shawnee Trail Days, Boo on Bell Street, and the Downtown Christmas Parade.
2. SEFF agrees to provide and furnish such goods and services to commence on 1st day of July, 2018, and to continue until the 30th day of June, 2019.
3. The CITY agrees to fund SEFF's events as follows:
 - a. The CITY will pay to SEFF up to forty-eight thousand dollars (\$48,000.00) in invoiced expenditures within the agreed fiscal year. In addition, the City has agreed to pay SEFF up to ten thousand (\$10,000.00) in invoiced expenditures for Main Street Christmas decorations during the agreed fiscal year.
 - b. The CITY will require SEFF to provide those invoices to the city for direct payment. Payments will be submitted to the accounting department of the City of Shawnee.
4. SEFF agrees to furnish to the CITY copies of all minutes of SEFF meetings.
5. SEFF and CITY acknowledge and agree that mutual cooperation is necessary for the success of this contractual arrangement. To that end SEFF agrees to meet and consult with the City Manager's office concerning all events and activities that SEFF will sponsor at least sixty (60) days prior to the date of said event or activity and complete the event permitting process.

6. The CITY acknowledges that it cannot bind future commissions to a financial decision beyond the present fiscal year.
7. SEFF shall submit a request for renewal to the City Clerk's Office no later than March 29, 2019. As a part of this request, SEFF shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.
8. This agreement may be terminated by either party upon thirty (30) days written notice prior to the end of the contract period.

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

WITNESS our hands this _____ day of _____, 2018.

SAFE EVENTS FOR FAMILIES

ATTEST:

PRESIDENT

SECRETARY/NOTARY

APPROVED by the Mayor and City Commissioners of the City of Shawnee this _____ day of _____, 2018.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

ATTEST:

JUSTIN ERICKSON, CITY MANAGER

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2018.

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners**3.**

Meeting Date: 05/07/2018

Proclamations

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamations:

"Better Hearing Month"
May 2018"Community Action Month"
May 2018"National Law Enforcement Week"
May 13-19, 2018

AttachmentsBetter Hearing
Community Action
National Law Enforcement



Proclamation

“Better Hearing Month”

Whereas, Audiologists in Shawnee, Oklahoma and nationwide observe and celebrate Better Hearing Month each year during the month of May; and

Whereas, the Shawnee City Commission recognizes and values the efforts of all who work to eliminate or minimize the isolating effects of communication disorders in the one in five families affected by them; and

Whereas, more than half of the people with hearing loss are younger than 65; and

Whereas, hearing loss is the third most common health problem in the United States, affecting over 10% of the population. That equals to over 17,000 people in the Shawnee demographic area; and

Whereas, our citizens who have overcome communication disabilities through the services of Audiologists are now able to lead more independent, productive, and fulfilling lives; and

Whereas, Shawnee is proud and honored to have Audiologists offering quality education and health-care services to its citizens.

Now, Therefore I, Richard Finley, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim May 2018, as

“Better Hearing Month”

In the city of Shawnee, Oklahoma
Dated this 7th day of May, 2018

Richard Finley, Mayor

Phyllis Loftis, CMC, City Clerk



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 53 year history of promoting self-sufficiency for those with limited income; and

Whereas, Community Action Agencies have made an essential contribution to individuals and families in Oklahoma by providing them with innovative and cost-effective programs; 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; 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, Richard Finley, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the month of May 2018 as

“Community Action Month”

In the city of Shawnee, Oklahoma
Dated this 7th day of May, 2018

Richard Finley, 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, Richard Finley, Mayor of the City of Shawnee, Oklahoma, do hereby proclaim, the week of May 13—19, 2018, to be

“National Law Enforcement Week”

In the city of Shawnee, Oklahoma

Dated this 7th day of May, 2018

Richard Finley, Mayor

Phyllis Loftis, CMC, City Clerk

Regular Board of Commissioners

4.

Meeting Date: 05/07/2018

P05-18 4900 N. Harrison

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

P05-18 Staff Rpt

P05-18 Ord

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: TLP Associates, INC

FOR: Planned Unit Development

LOCATION: 4900 N. Harrison Avenue, Shawnee, OK

PROJECT#: 180040 Case# P05-18

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

C-3; Highway Commercial District

REQUESTED CLASSIFICATION:

PUD; Planned Unit Development (PUD)

PROPOSED PROPERTY USE:

Motel and Retail Development

PLANNING COMMISSION MEETING DATE: May 2nd, 2018

PLANNING COMMISSION RECOMMENDATION: Defer to June 6th, 2018 PC Meeting

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

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

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

SECRETARY, PLANNING COMMISSION

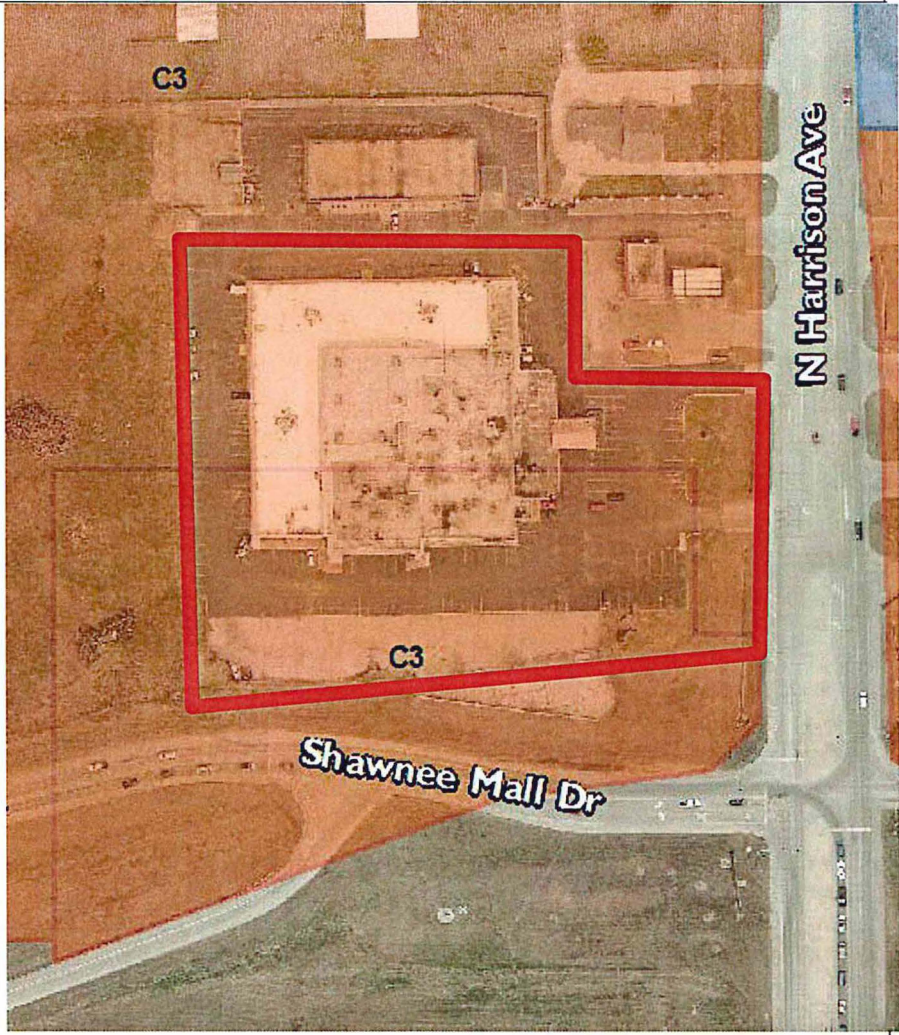
ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org				CASE # P05-18 CASE # S03-18 PUBLIC HEARING DATE: May 2nd, 2018 CITY COMMISSION DATE: May 7th, 2018	
APPLICANT: Terry L. Pollock TLP Associates, INC.		703 S. Ranchwood Blvd. Yukon, Ok. 73099		(405) 210-3169	
PROPERTY ADDRESS/LOCATION: 4900 N. Harrison St.					
SUMMARY OF REQUEST: The applicant, Mr. Nilesh Patel, is the owner of approximately 4.5 acres of property located at 4900 N. Harrison Street. Mr. Patel is requesting a rezone from C-3 (Highway Commercial) to a Planned Unit Development (PUD) to facilitate additional commercial development (Exhibit 1). As the Quality Inn Motel occupies the existing lot, the intent is to create an additional lot, at approximately 2.33 Acres in size, to facilitate three additional commercial structures. The proposed lots will maintain common access, per a reciprocal access easement. Though the underlying zoning for the subject PUD will remain C-3, the PUD provides a vehicle for negotiating modifications in standard development requirements to both encourage innovative development and protect the health, safety, and welfare of the community (Section 22-190.2(B)(6), COS Zoning Code).					
EXISTING ZONING: C3	EXISTING LAND USE: Hotel	SURROUNDING ZONING & LAND USE: C3 (Highway Commercial)	Number of Lots: 1	PROPERTY SIZE: 4.51 Acres	
STAFF REVIEW AND ANALYSIS					

As a number of corrections are necessary to comply with City Code, Staff recommends deferring this case until the June 7, 2018 Planning Commission Agenda.

APPROVE

APPROVE WITH CONDITIONS

DENY

Staff has received no letters of protest from surrounding property owners.

ATTACHMENTS:
(CIRCLE)

SUBMITTED
PLANS

PUBLIC HEARING
PETITION/
APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

Attachments:

Exhibit 1: PUD Master Plan

Exhibit 2: Shawnee Retail Center Preliminary Plat

EXHIBIT

1

**PLANNED UNIT DEVELOPMENT
DESIGN STATEMENT
FOR**

**SHAWNEE RETAIL CENTER
PUD-XXXX**

DEVELOPER:

**MR. NILESH PATEL
SHIV PROPERTIES, LLC
4900 N. HARRISON STREET
SHAWNEE, OK 71804-9105**

PREPARED BY:

T L P

ASSOCIATES, INC.

CIVIL ENGINEERING LAND PLANNING

OK CERTIFICATE OF AUTHORIZATION 7901
703 S. RANCHWOOD BLVD. YUKON, OK 73099
☎ 405.210.3169 ✉ terry@tlp-associates.com

DESIGN STATEMENT FOR THE PLANNED UNIT DEVELOPMENT OF

SHAWNEE RETAIL CENTER PUD-XXXX

1.0 INTRODUCTION

This Planned Unit Development for **SHAWNEE RETAIL CENTER** consists of 4.4694 acres more or less and is located in the East half of the Northeast Quarter (E/2 NE/4) of Section Thirty-One (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma. It is located on the North West corner of Harrison Street and West Bound Interstate Highway No. 40.

The property is presently zoned C-3 Highway Commercial District.

2.0 LEGAL DESCRIPTION

A tract of land lying in the East half of the Northeast Quarter (E/2 NE/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, being described as follows:

BEGINNING at the Southeast corner of said NE/4 of Section 31, T11N, R4E of the Indian Meridian, Pottawatomie County, State of Oklahoma;

Thence North 00°40'04" East, along the East line of said Quarter Section, a distance of 864.10 feet;

Thence South 05°35'22" West a distance of 9.40 feet to the true POINT OF BEGINNING, said point being on the West Right-of-Way of State Highway No. 18;

Thence South 88°30'36" West a distance of 133.40 feet;

Thence on a curve to the right having a radius of 1.60 feet, (a chord bearing North 46°43'37" West, chord length of 2.25 feet) an arc distance of 2.50 feet;

Thence North 00°40'00" West a distance of 117.40 feet;

Thence South 89°52'00" West a distance of 374.41 feet;

Thence South 00°17'50" East a distance of 491.25 feet to a point on the North Right-of-Way line of Interstate Highway No. 40;

Thence North 70°19'54" East along said North Right-of-Way line a distance of 81.59 feet;

Thence on a curve to the right having a radius of 1582.39 feet, (a chord length of 415.02 feet) along said North Right-of-Way line a distance of 416.23 feet, to a point on the West Right-of-Way line of State Highway No. 18;

Thence North 05°35'22" East said West Right-of-Way line a distance of 263.20 feet to the true POINT OF BEGINNING.

Said described tract of land contains an area of 194,689 square feet or 4.4694 acres, more or less.

3.0 **OWNER/DEVELOPER**

The owner/developer of Shawnee Retail Center is:

Mr. Nilesch Patel
Shiv Properties, LLC
4900 N. Harrison Street.
Shawnee, OK 74804-9105

4.0 **SITE AND SURROUNDING AREAS**

The Shawnee Retail Center will be constructed South East of existing Quality Inn Motel located at 4900 N. Harrison Street in Shawnee. The parcel reserved for the existing Quality Inn Motel will continue to be under its existing classification of C-3 Zoning. The terrain for Shawnee Retail Center is undeveloped and slopes approximately 2% to the Southeast.

- (a) The property on the West is undeveloped grass land, zoned C-3.
- (b) The property on the North is an existing Super 8 Motel, zoned C-3. The Super 8 Motel and Quality Inn Motel share an asphalt drive and cross access is by a Reciprocal Access Easement Recorded Rec. #2002-16409.
- (c) The property on the Northeast is an existing Sinclair Gas Station, zoned C-3.
- (d) The property on the East is State Highway 18 or Harrison Street. The properties on the East side of Harrison Street are commercial properties, all are zoned C-3.
- (e) The property on the South is I-40 service road named Shawnee Mall Drive. Shawnee Mall Road is a two-way paved road. South of this road is West bound I-40.

5.0 **CONCEPT**

The concept of the Shawnee Retail Center PUD is to allow the existing Quality Inn Motel to continue to provide quality accommodations for the public and to provide upscale retail shopping, personal service businesses, restaurants and other businesses to serve the residents of the City of Shawnee.

6.0 **SERVICE AVAILABILITY**

6.1 **STREETS**

The property has 663 feet of frontage along Harrison Street which will serve as the arterial road access to the site.

Access to the site shall be from two existing drives. The 30-foot-wide north drive will be a shared drive for the Quality Inn Motel and Shawnee Retail Center. The existing 28-foot-wide drive lies 130 south of the north drive and will provide access to the Shawnee Retail Center.

All drives within the PUD will be Private Drives. Private and public emergency vehicles will have access to all portions of the site and buildings.

6.2 UTILITIES

Water Service:

An existing 12" water line is located on the East side of Harrison Street. The existing Quality Inn Motel is served by a 3" line tapped from this existing 12" main line and runs West to the Quality Inn Motel and enters the Motel on the South side.

The developer will extend an appropriate water line to serve the needs of the existing Quality Inn Motel and all anticipated new buildings for the Shawnee Retail Center in accordance with City Codes and regulations.

Sanitary Sewer Service:

Sanitary sewer facilities are presently available to be extended to the Shawnee Retail Center. The existing sewer system is in the West Right-of-Way of Harrison Street, 202 feet north of the proposed Shawnee Retail Center.

The developer will extend a sanitary sewer line South to the Shawnee Retail Center in accordance with City Codes and regulations. All sanitary sewer within the Shawnee Retail Center will be private.

The existing sanitary sewer serving the Quality Inn Motel will continue will remain as is and no improvements are anticipated at the time of this PUD. If improvements are required by City Code, they will be provided at the of the construction of Shawnee Retail Center.

Natural Gas, Electricity, Telephone and Cable/Data:

The existing Quality Inn Motel has all these services and these underground utility lines serving the Quality Inn Motel are to remain on the platted lot for the Shawnee Retail Center. All required easements for these utilities shall be provided at time of construction.

All utilities shall be extended as required to serve the Shawnee Retail Center.

6.3 Fire Protection:

Fire protection is provided by the City of Shawnee. The nearest fire station is located at 306 E. MacArthur approximately 2.0 miles south of the site. The site is located within a 2.5-minute fire response time. Water distribution lines and a fire hydrant will be installed in conformance with requirements of the City of Shawnee.

6.0 **SPECIAL DEVELOPMENT REGULATIONS FOR SHAWNEE RETAIL CENTER ONLY (BLK. 1, Lot 2)**

The following Special Development Regulations and/or limitations are placed upon the development carried out under this Planned Unit Development. Certain zoning districts and regulations referred to in this text shall be those which appear in the Planning and Zoning Code for the City of Shawnee, adopted June 2, 2014, Ordinance #2545NS, as amended. For purposes of clarification and interpretation, the operative and controlling language and regulations of such zoning districts as contained in said code, as such exists on the day of enactment of the ordinance approving this Planned Unit Development by the City Council of the City of Shawnee shall govern this Planned Unit

Development. In cases of conflict between provisions of Article VII. – Zoning, Section 22 of the City of Shawnee Code and the provisions of this Planned Unit Development, the Planned Unit Development provisions shall supersede. The regulations are as follows:

7.1 Development and Use Regulations

7.1.1 Existing Quality Inn Motel

The development and use regulations of the C-3 Highway Commercial District shall govern for existing Quality Inn Motel (Block 1, Lot 1).

7.1.2 Shawnee Retail Center

The development and use regulations of the C-3 Highway Commercial District shall govern for Shawnee Retail Center (Block 1, Lot 2), except as herein modified:

- a. Minimum lot width shall be 30'.
- b. Minimum Street Frontage shall be 55'.
- c. Quality Inn Motel pole sign to remain on Block 1, Lot 2.
- d. Existing underground utilities and electrical equipment serving Quality Inn Motel shall remain on Block 1, Lot 2 with a perpetual easement for this service.

7.2 All buildings constructed in the Shawnee Retail Center (Block 1, Lot 2) shall meet C-3 zoning code as stated in Sec. 22-165.5 of the Shawnee Zoning Code, adopted June 2, 2014.

8.0 ACCESS

8.1 Limits of access to Harrison Street and Shawnee Mall Drive shall be as reflected on the Master Development Plan (Exhibit "A") and as stated herein to the following:

8.1.1 The existing drive located 620' north of the properties SE corner shall remain.

8.1.2 The existing drive located 290' north of the properties SE corner shall remain.

8.1.3 No other access to Harrison Street shall be allowed.

8.1.4 No access to Shawnee Mall Drive shall be allowed in this Planned Unit Development. The Developer reserves the right to revise this No Access to Shawnee Mall Drive if ODOT revises the Shawnee Mall Drive to a single West bound lane to access I-40 and drive way approval is granted by ODOT and the City Engineer of Shawnee.

8.1.5 All measurements stated herein shall be measured from SE corner of Block 1, Lot 1 to the Centerline of existing drives.

9.0 SCREENING AND LANDSCAPING

9.1 Within the Shawnee Retail Center site (Bk. 1, Lot 2) all commercial sized refuse containers shall be screened from public view. Screening shall be designed to match or complement the architectural style of the structures.

9.2 Within the Shawnee Retail Center site (Bk. 1, Lot 2), C-3 landscape codes shall apply accept areas of landscape buffers along Harrison Street and Shawnee Mall Drive are less than 10' wide. This development sets back from Harrison Street an

average of 100'. This area is ODOT Right-of-Way and will continue to be maintained as grassed area. On the South side of the development there is approximately 200' of existing grassed ODOT easements and Right-of-Ways. This area will continue to be grassed.

10.0 LIGHTING

- 10.1 Outdoor lighting shall be restricted to the minimum approved by City of Shawnee Engineer at the time of each building permit application. Parking lots lights and building wall packs shall be used through out all phases of Shawnee Retail Center for public safety.

No lighting shall be directed to public Rights-of-Way or be constructed to create traffic hazards.

11.0 OTHER

- 11.1 All drainage improvements shall be in accordance to applicable sections of the City of Shawnee Drainage Code and Ordinances. All onsite drainage systems shall be private and maintained by the Developer.
- 11.2 The following building setback lines as depicted on the Master Development Plan (Exhibit "B") shall be maintained for Shawnee Retail Center.
- 11.2.1 A 100-foot building setback line shall be maintained along the East boundary at Harrison Street.
- 11.2.2 A 50-foot building setback line shall be maintained along the South boundary at Shawnee Mall Drive.

12.0 SIGNAGE

Signage shall be in accordance with the present ordinances of the City of Shawnee, for C-3 Highway Commercial District provided that the following provisions shall also apply to such signs:

- 12.1 The existing Quality Inn Motel pole sign located in the South-East corner shall remain on Blk. 1, Lot 2.
- 12.2 The existing Quality Inn Motel sign on Harrison Street shall be relocated to the North-East corner of Blk. 1, Lot 1 as shown on the Master Development Plan (Exhibit "A").
- 12.3 A new sign for Shawnee Retail Center shall be constructed per current City of Shawnee Codes in the North-East Corner of Blk. 1, Lot 1, as shown on the Master Development Plan (Exhibit "A").

13.0 GENERAL PROVISIONS

- 13.1 Development phasing shall be allowed for the Planned Unit Development of Shawnee Retail Center.
- 13.2 Maintenance of all streets, open spaces, landscaping and other features shall be the responsibility of the Developer.
- 13.3 The Shawnee Retail Center PUD shall be platted, (no changes to be made to the existing Quality Inn Motel). The Shawnee Retail Center buildings shall be architecturally designed and engineered and submitted to the City of Shawnee for complete review and for compliance with the provisions of the Planned Unit

Development prior to or in conjunction with the issuance of building permits.
Development improvements as required as a part of this PUD will be installed at the time of final platting.

14.0 EXHIBITS

The following exhibits are hereby made a part of this Planned Unit Development of Shawnee Retail Center. The exhibits are as follows:

Exhibit "A"	Legal Description
Exhibit "B"	Master Site Plan
Exhibit "C"	East side Master Site Plan
Exhibit "D"	West side Master Site Plan
Exhibit "E"	Topographic Survey

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land lying in the East half of the Northeast Quarter (E/2 NE/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the 4th Indian Meridian, East half of the Northeast Quarter (E/2 NE/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the 4th Indian Meridian, Pottawatomie County, Oklahoma, being described as follows:

BEGINNING at the Southeast corner of said NE/4 of Section 31, T11N, R4E of the Indian Meridian, Pottawatomie County, State of Oklahoma;

Thence North 00°40'04" East, along the East line of said Quarter Section, a distance of 864.10 feet;

Thence South 05°35'22" West a distance of 9.40 feet to the true POINT OF BEGINNING, said point being on the West Right-of-Way of State Highway No. 18;

Thence South 88°30'36" West a distance of 133.40 feet;

Thence on a curve to the right having a radius of 1.60 feet, (a chord bearing North 46°43'37" West, chord length of 2.25 feet) an arc distance of 2.50 feet;

Thence North 00°40'00" West a distance of 117.40 feet;

Thence South 89°52'00" West a distance of 374.41 feet;

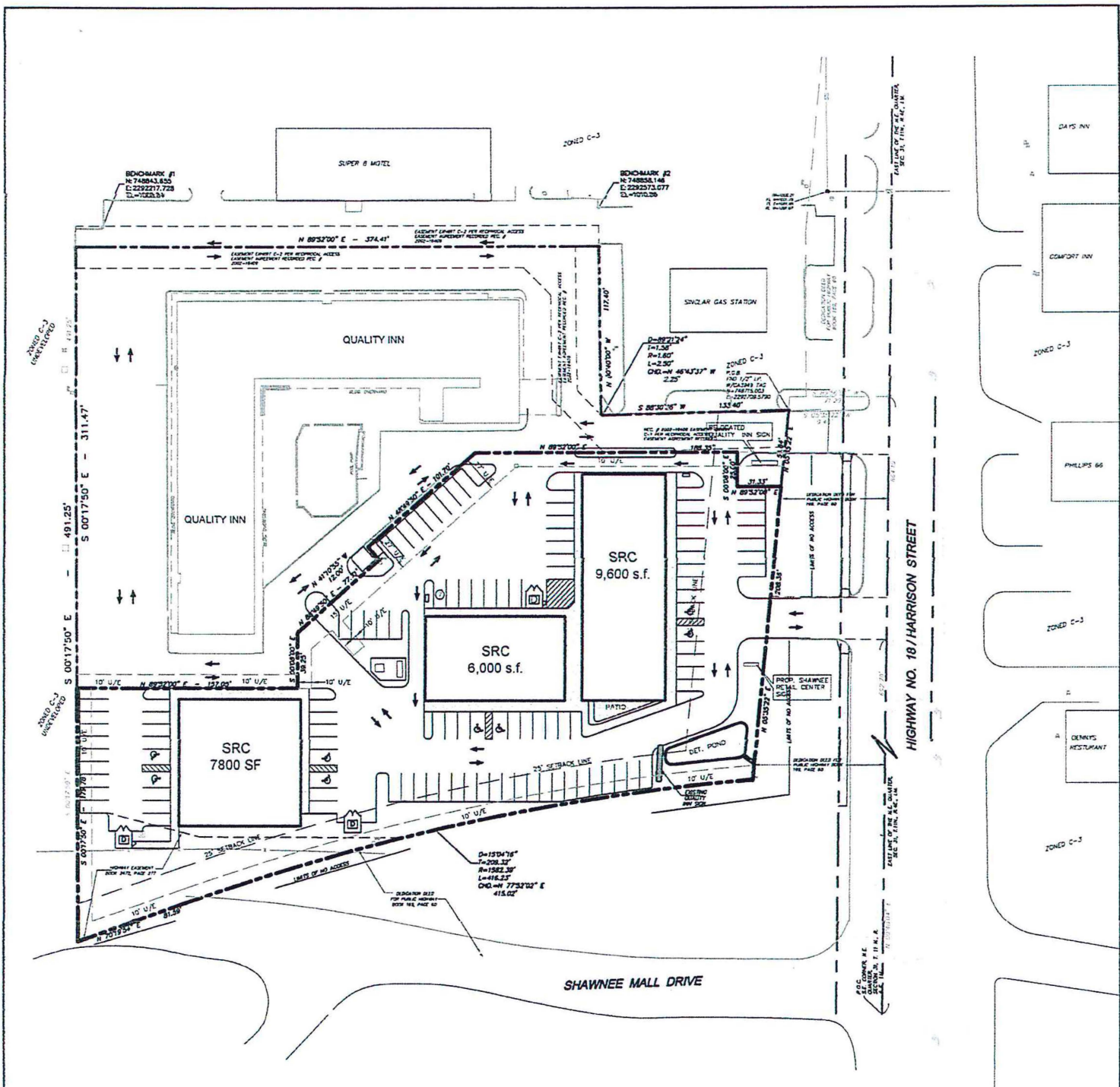
Thence South 00°17'50" East a distance of 491.25 feet to a point on the North Right-of-Way line of Interstate Highway No. 40;

Thence North 70°19'54" East along said North Right-of-Way line a distance of 81.59 feet;

Thence on a curve to the right having a radius of 1582.39 feet, (a chord length of 415.02 feet) along said North Right-of-Way line a distance of 416.23 feet, to a point on the West Right-of-Way line of State Highway No. 18;

Thence North 05°35'22" East said West Right-of-Way line a distance of 263.20 feet to the true POINT OF BEGINNING.

Said described tract of land contains an area of 194,689 square feet or 4.4694 acres, more or less.



MASTER SITE PLAN

SCALE: 1"=100'

PROPOSED LEGEND

- PAVEMENT
- LANDSCAPING
- CONC. SIDEWALK
- FENCE ENCLOSED DUMPSTER

SITE INFORMATION

1. TOTAL AREA= 4.4694 AC.
2. TOTAL AREA SHALL BE PLATTED W/ 2 LOTS.
3. LOT 1, BLK. 1 AREA= 2.1350 AC.
4. LOT 2, BLK. 1 AREA= 2.3344 AC.
5. TOTAL AREA SHALL BE PLATTED W/ 2 LOTS.
6. EXISTING ZONING IS C-3 HIGHWAY COMM. DISTRICT.

TLP
ASSOCIATES, INC.
CIVIL ENGINEERING
LAND DEVELOPMENT

703 S. Ranchwood Blvd.
Tulsa, OK 74309
C: 405.210.3169
EM: terry@tla-associates.com
CA NO. 7801
CA Expires 6-30-2019

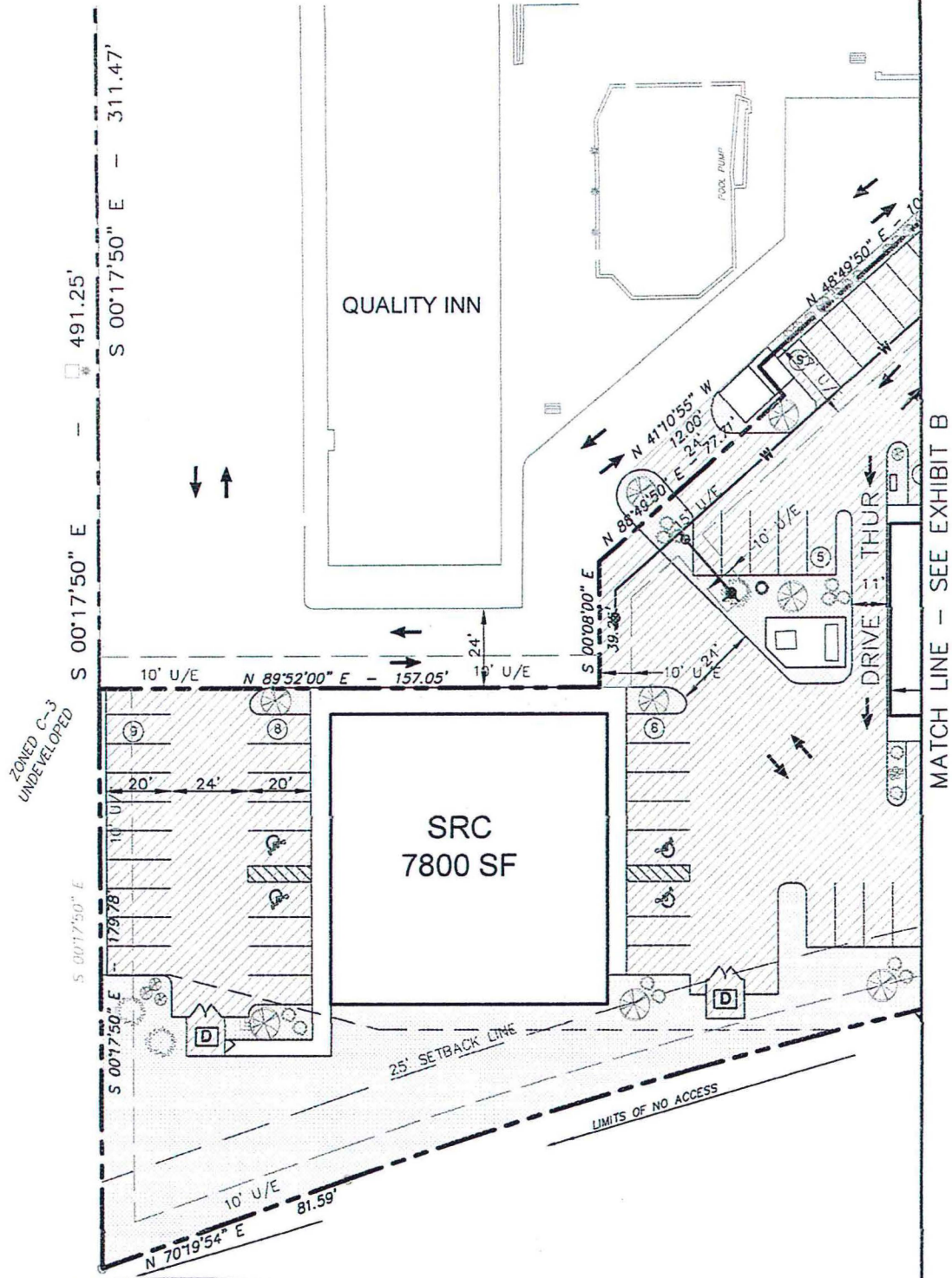
SHAWNEE RETAIL CENTER
4900 N. HARRISON STREET
SHAWNEE, OK

Msp

MASTER SITE
PLAN

PUD-XXXX

EXHIBIT "B"



PROPOSED LEGEND

- PAVEMENT
- LANDSCAPING
- CONC. SIDEWALK
- FENCE ENCLOSED DUMPSTER



WEST SIDE
SHAWNEE RETAIL CENTER

SCALE: 1"=50'

TLP
ASSOCIATES, INC.
CIVIL ENGINEERING
LAND DEVELOPMENT

703 S. Ranchwood Blvd.
Yukon, OK 73099
C: 405.210.3169
EM: terry@tlp-associates.com
CA NO. 7901
CA Expires 6-30-2019

SHAWNEE RETAIL CENTER
4900 N. HARRISON STREET
SHAWNEE, OK

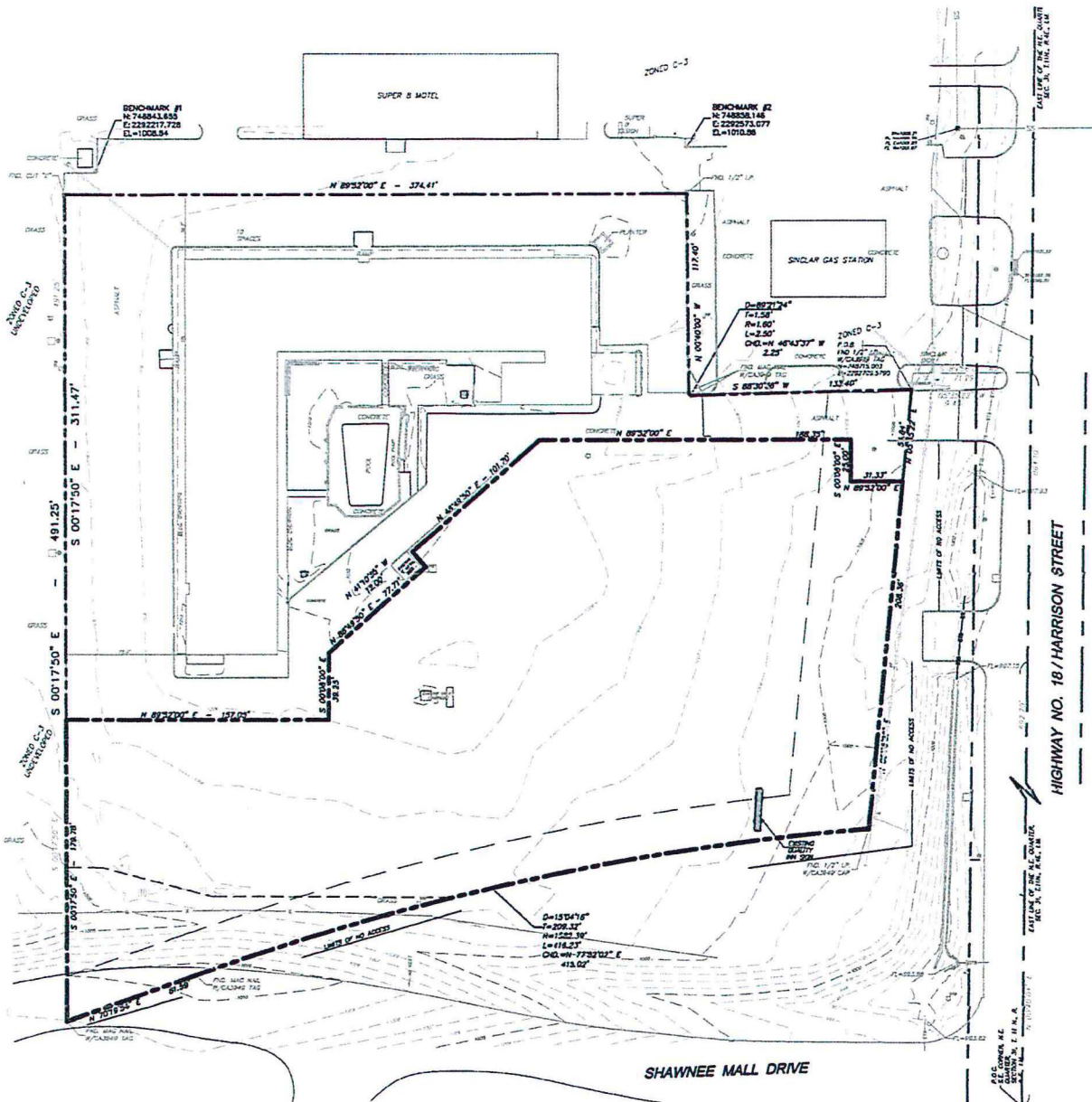
Msp

ENLARGED
MASTER SITE
PLAN

PUD-XXXX

EXHIBIT "D"

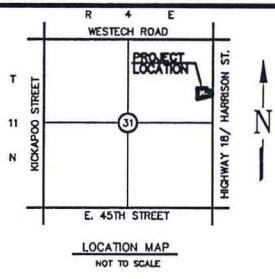
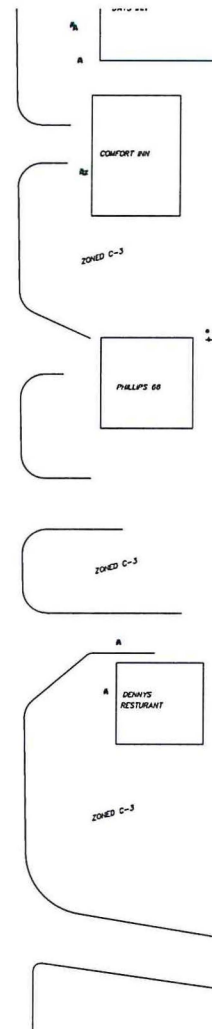
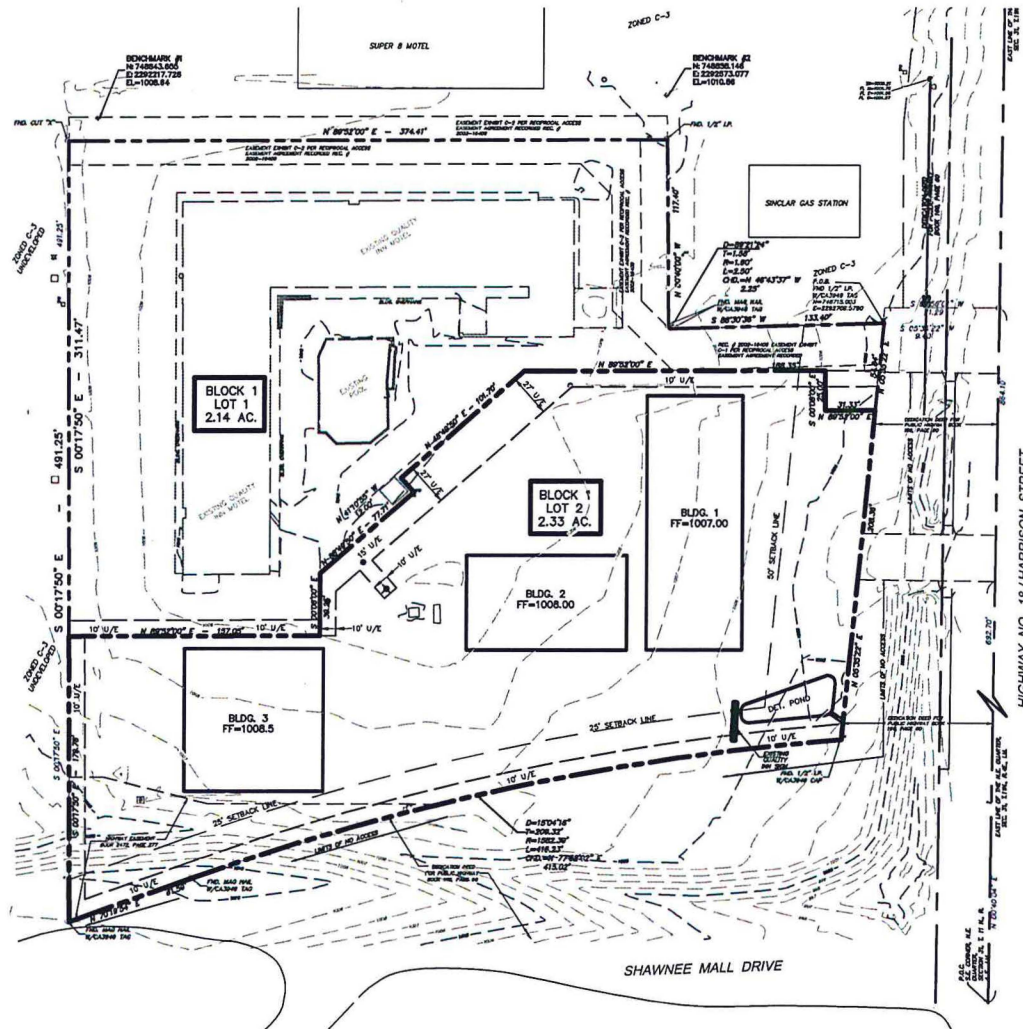
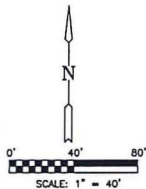
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EXHIBIT

2

**PRELIMINARY PLAT
FOR
SHAWNEE RETAIL CENTER
NE 1/4, SEC. 31, T11N, R4E, I.M.
POTTAWATOMIE COUNTY, OKLAHOMA**



LEGAL DESCRIPTION:

A tract of land lying in the East Half of the Northeast Quarter (E/2 NE/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, being described as follows:

BEGINNING at the Southeast corner of said NE/4 of Section 31, Township 11 North, Range 4 East of the Indian Meridian, Pottawatomie County, State of Oklahoma.

864.10 feet.

.....

said point being on the West Right-of-Way line of State Highway No. 18.

.....

THENCE on a curve to the right having a radius of 1.60 feet, (a chord bearing North

.....

line of Interstate Highway No. 40.

.....

THENCE on a curve to the right having a radius of 1562.39 feet, (a chord length of 415.02 feet) along said North Right-of-Way line a distance of 416.23 feet, to a point on the West Right-of-Way line of State Highway No. 18.

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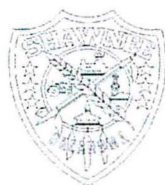
the true POINT OF BEGINNING

Said described tract of land contains an area of 194.669 square feet or 4.4094 acres, more or less.



TLP
ASSOCIATES, INC.
CIVIL ENGINEERING
LAND DEVELOPMENT
703 S. Ranchwood Blvd.
Tulsa, OK 74308
C: 405.210.3189
E: terry@tlp-associates.com
CA No. 790-220-2019

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: POS-18
Project Number: 180040
Date Filed: January 10th 2018
Cheylene Pottigrew
Planning Commission Secretary

REQUEST:

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

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

PROPERTY LOCATION (STREET ADDRESS): 4900 N HARRISON ST.

LEGAL DESCRIPTION: SEE ATTACHED

PROPERTY OWNER (S): MR. NILESH PATEL

PROPERTY AGENT (APPLICANT): TERRY L. POLLOCK TLP ASSOCIATES, INC.

APPLICANT'S ADDRESS: 703 S. RANCHWOOD BLVD.

CITY: YUKON STATE: OK ZIP: 73099

EMAIL ADDRESS: TERRY@TLP-ASSOCIATES.COM

TELEPHONE NUMBER: (405) 210-3169 CONTACT NUMBER: (405) 210-3169

DIMENSIONS OF PROPERTY: AREA: 4.47AC WIDTH: 479.82'
LENGTH: 491.25 FRONTAGE: 208.36'

CURRENT ZONING: C-3 CURRENT USE: COMMERCIAL

PROPOSED ZONING: PUD PROPOSED USE: COMMERCIAL

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

Terry Pollock
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

RECEIPT NO. 02124298

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

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

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P05-18

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 lying in the East Half of the Northeast Quarter (E/2 NE/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, being described as follows:

Beginning at the Southeast Corner of the Northeast Quarter (NE/4) of Section 31, Township 11 North, Range 4 East of the Indian Meridian, Pottawatomie County, State of Oklahoma; Thence North 00°40'04" East along the East line of said Quarter Section a distance of 864.10 feet; Thence South 89°56'01" West a distance of 71.29 feet; Thence South 05°35'22" West a distance of 9.40 feet to the true point of beginning, said point being on the West Right-of-Way line of State Highway No. 18; Thence South 88°30'36" West a distance of 133.40 feet; Thence on a curve to the right having a radius of 1.60 feet, (a chord bearing North 46°43'37" West, chord length of 2.25 feet) an arc distance of 2.50 feet;

Thence North 00°40'00" West a distance of 117.40 feet; Thence South 89°52'00" West a distance of 374.41 feet; Thence South 00°17'50" East a distance of 491.25 feet to a point on the North Right-of-Way line of Interstate Highway No. 40; Thence North 70°19'54" East along said North Right-of-Way line a distance of 81.59 feet; Thence on a curve to the right having a radius of 1582.39 feet, (a chord length of 415.02 feet) along said North Right-of-Way line a distance of 416.23 feet, to a point on the West Right-of-Way line of State Highway No. 18; Thence North 05°35'22" East along said West Right-of-Way line a distance of 263.20 feet to the true point or place of beginning.

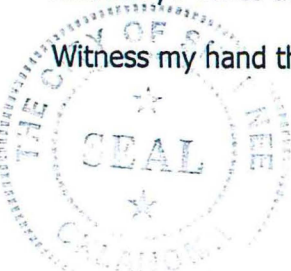
General Location Known As:	<u>4900 N. Harrison Avenue, Shawnee, OK</u>
Current Zoning Classification:	<u>C-3; Highway Commercial</u>
Requested Zoning Classification:	<u>Planned Unit Development (PUD)</u>
Proposed Use of Property:	<u>Motel and Retail Development</u>
Applicant:	<u>TLP Associates, INC</u>

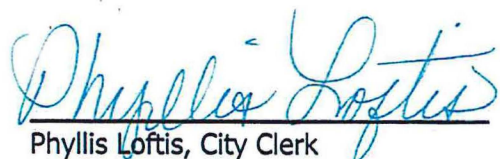
The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

March 7 th , 2018 AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
March 19 th , 2018 AT 6:00 P.M.:	CITY OF SHAWNEE CITY COMMISSION

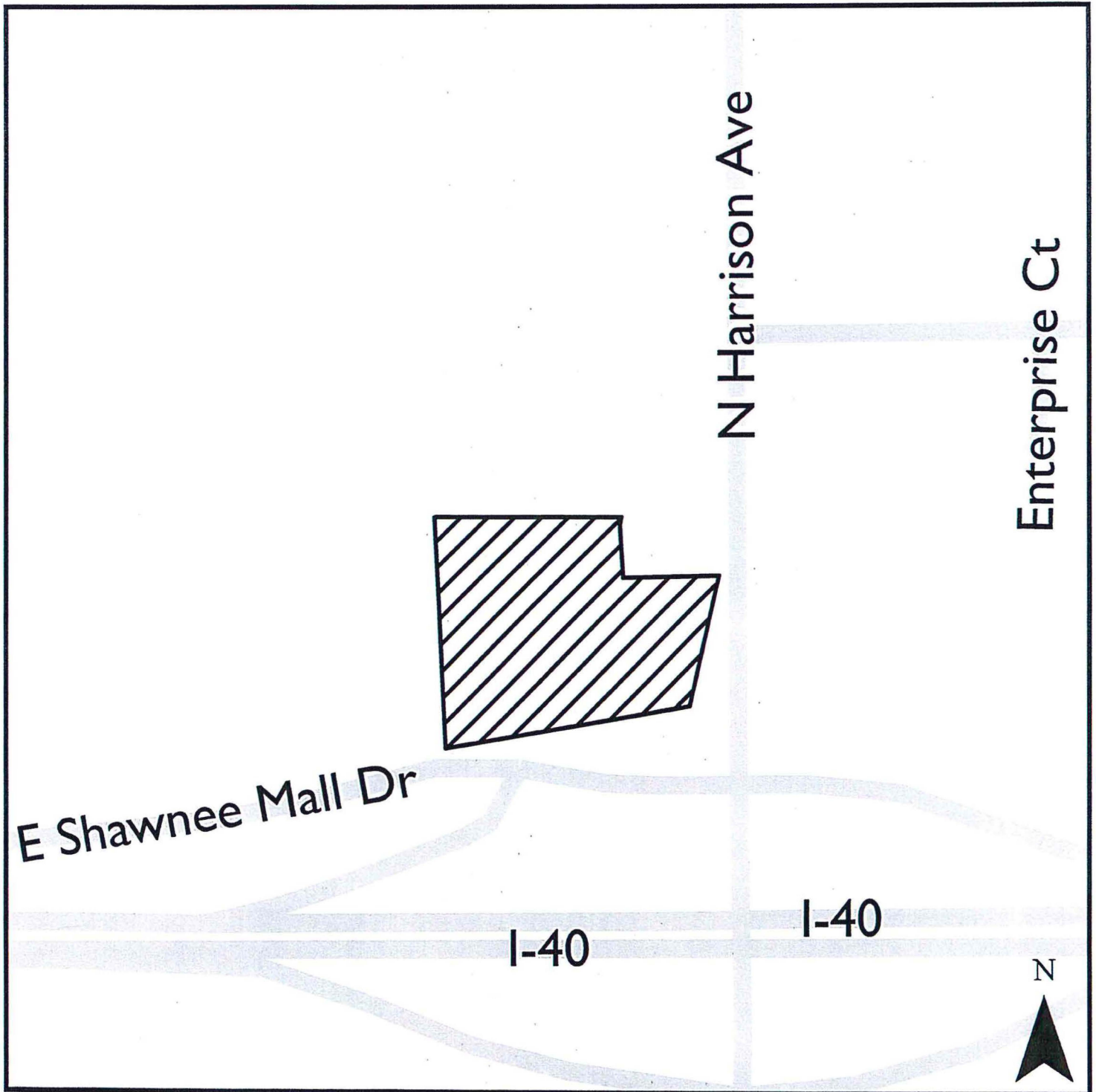
At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the Planned Unit Development. The Commission reserves the right to limit discussion and debate on the proposed Planned Unit Development in the public hearing, in which event those 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 12th day of February, 2018.




Phyllis Loftis, City Clerk

CASE # P05-18
REZONE FROM C-3 TO PUD
4900 N. HARRISON



CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

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

A tract of land lying in the East Half of the Northeast Quarter (E/2 NE/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, being described as follows:

Beginning at the Southeast Corner of the Northeast Quarter (NE/4) of Section 31, Township 11 North, Range 4 East of the Indian Meridian, Pottawatomie County, State of Oklahoma; Thence North 00°40'04" East along the East line of said Quarter Section a distance of 864.10 feet; Thence South 89°56'01" West a distance of 71.29 feet; Thence South 05°35'22" West a distance of 9.40 feet to the true point of beginning, said point being on the West Right-of-Way line of State Highway No. 18; Thence South 88°30'36" West a distance of 133.40 feet; Thence on a curve to the right having a radius of 1.60 feet, (a chord bearing North 46°43'37" West, chord length of 2.25 feet) an arc distance of 2.50 feet;

Thence North 00°40'00" West a distance of 117.40 feet; Thence South 89°52'00" West a distance of 374.41 feet; Thence South 00°17'50" East a distance of 491.25 feet to a point on the North Right-of-Way line of Interstate Highway No. 40; Thence North 70°19'54" East along said North Right-of-Way line a distance of 81.59 feet; Thence on a curve to the right having a radius of 1582.39 feet, (a chord length of 415.02 feet) along said North Right-of-Way line a distance of 416.23 feet, to a point on the West Right-of-Way line of State Highway No. 18; Thence North 05°35'22" East along said West Right-of-Way line a distance of 263.20 feet to the true point or place of beginning.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (3), both inclusive.

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

Dated: January 12, 2018 at 7:30 AM

First American Title & Trust Company

By: 

Michelle Cook
Abstractor License No. 3286
OAB Certificate of Authority # 017
File No. 2297051-SH99

OWNERSHIP LIST

ORDER NO. 2297051

DATE PREPARED: January 22, 2018

EFFECTIVE DATE: January 12, 2018 at 7:30 am

OWNER	LOT	BLK	ADDITION
SHIV PROPERTIES LLC C/O AJAY PATEL 18235 N 27TH AVE PHOENIX AZ 85053-0000			BEG SE/C NE N864.10' W71.29' S5*9.40' POB SW88*133.40' ON A CURVE TO R A RADIUS 1.60' A DIST OF 2.50' N117.40' W374.41' S491.25' N70*E81.59' TH ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1582.39' ALG N R/W LINE A DIS OF 416.23' TH N05*E263.20' POB AMERICA'S BEST VALUE INN 4.47 Acres
SPARKMAN O L L P GAS INC P O BOX 218 SHAWNEE OK 74802-0000			10-SU BEG SE/C NE N00*40'04" E ALG E LINE 864.4' W59.70' TRUE POB BEING W R/W STATE HWY 18 W11.59' SW9.40' SW 133.40' TH ON A CURVE TO RIGHT A RADIUS OF 1.60' A DIS OF 2.50' N 147.40' N45*E 14.38' E 141.51' TO A POINT OF W R/W HWY TH S5*W ALG HWY R/W 28.08' TH S 117' POB
MAPLE DEVELOPMENT LLC 12204 N I-35 SERVICE ROAD OKC OK 73113-0000			BEGINNING SE/C NE/4 N1110.13' W586.57' POB S532.92' TO A POING ON THE NORTH RIGHT-OF-WAY LINE OF I-40 W68.43' S38.74' S74*36'43"W230.17' S66*47'47"W98.58' S76*3'45"W98.02' S88*23'32"W105.03' TO A POINT ON THE EAST RIGHT- OF-WAY LINE OF RAILROAD N2*44'20"W691.14' E605.24' POB 8.46 Acres

JOHNSON JEROME L & SHIRLEY JUN 2009 REVOCABLE TRUST 1311 N 1082 RD LAWRENCE KS 66046-0000			BEG 48'W & 1285.62'S NE/C E/2 NE W1176.82' TO THE E R/W LINE OF AT&SF RR S ALG RR 303.70' E1143.52' N4°E240.34' N63.37' POB POB LESS .16 TO STATE & LESS .39 ACRES (WD 2017-2345) 6.89 Acres
SAI OM SAI LLC 5104 N HARRISON SHAWNEE OK 74804-0000			A TR IN E/2 NE DES AS BEG SE/C NE TH N 864.10' W71.29' S5°W9.40' S88°W 133.40' TH ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1.60' (A CHORD BEARING N46°W CHORD A LENGTH OF 2.25') AN ARC DIS OF 2.5' TH N 117.40'POB TH W 374.41' N139.50' E351.50' S106.20' E22.29' S 33.30'POB SUPER 8 MOTEL 1.14 Acres
STATE OF OKLA 200 NE 21ST OKLA CITY OK 73105-0000			I-40 FRONTAGE ROAD
LAXMI INN INC % DAYS INN 5107 N HARRISON SHAWNEE OK 74804-0000			10SU PT N1/2 S1/2 NW, BEG SW/C N1/2 S1/2 NW E128.05' & N200'POB E300' N200' W315.58' SE125.61' S75.45'POB DAYS INN 1.40 Acres (32-11N-4E)
HICKEY FAMILY LIMITED PARTNER C/O DONNA WILSON 19101 SADDLE RIVER EDMOND OK 73012-0000			10-SU BEG 128.05'E SW/C N1/2 S1/2 NW E300' N200' W300' S200' POB. 1.37 Acres (32-11N-4E)
LAFREEDA FAMILY PARTNERSHIP 5839 SEBASTIAN PLACE STE 102 SAN ANTONIO TX 78249-0000			S2 S2 NW BEG N675.06'& E128.05' SW/C S111.97'SE CURVE TO RIGHT 452.83' N204.13' W440.95' POB DENNY'S RESTAURANT 1.60 Acres (32-11N-4E)
LAFREEDA FAMILY PARTNERSHIP 5839 SEBASTIAN PLACE STE 102 SAN ANTONIO TX 78249-0000			A TR BEG SW/C S 1/2 S 1/2 NW N ALG W LINE 675.06' TO NW/C E569' TO POB, E122' S250.67' NW130.79' N204.13' POB PARKING LOT BEHIND DENNY'S

STATE OF OKLA 200 NE 21ST OKLA CITY OK 73105-0000			BEG SW/C N1/2 NW N ALONG W LINE 208' E96.64' S207.99' TO A PT ON S LINE THENCE W ALONG S LINE 99.30' POB (32-11N-4E)
PRESTIGE HOTELS LLC 3030 S I-35 SERVICE RD OKC OK 73129-0000			BEGINNING NW/C NW/4 S 1127.11' POB E627.97' S208' W627.91' N208' POB LESS A TRACT BEGINNING NW/C NW/4 S1141.67' POB E96.63' S207.99' W99.3' N208' POB 2.86 Acres
ROMBERG EDWIN WESLEY & CAROLYN P O BOX 321 SHAWNEE OK 74802-0321			BEGINNING SW/C NW/4 N147.95' E1767.66' N150' POBN60' E40' S60' W40' POB(BILLBOARD SITE 12) AND BEGINNING SW/C NW/4 N147.95' E2292.58' N150' POBN60' E40' S60' W40' POB(BILLBOARD SITE 13)
STATE OF OKLA 200 NE 21ST OKLA CITY OK 73105-0000			BEG SW/C NW N675.06' E128.05' S111.97' SELY>R=1550.39' 453.83' S69°E 271.48' ETC BOOK164 PG102 21.43 Acres

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: 503-18
Project Number: 180041
Date Filed: January 10th, 2018
Amount Paid: \$231.00
Receipt No.: 02124304

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 TLP ASSOCIATE, INC. FOR MR. NILESH PATEL
APPLICANT ADDRESS 703 S. RANCHWOOD BLVD., YUKON, OK 73099
APPLICANT PHONE NUMBERS 405-210-3169
EMAIL ADDRESS TERRY@TLP-ASSOCIATES.COM
NAME OF PLAT SHAWNEE RETAIL CENTER
LOCATION 4900 N. HARRISON ST., SHAWNEE, OK
NUMBER OF ACRES 4.47 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 2 225
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 MR. NILESH PATEL OF SHN PROPERTIES, LLC
ADDRESS 4900 N. HARRISON ST., SHAWNEE OK 74804
CONTACT NUMBERS 858-442-2495
EMAIL ADDRESS NPATEL4461@GMAIL.COM

PROJECT ENGINEER INFORMATION:

NAME DARIN TEEMAN PE 25180 CA-7901
ADDRESS 703 S. RANCHWOOD BLVD., YUKON, OK 73099
CONTACT NUMBERS 405-210-3169
EMAIL ADDRESS DTEEMAN@TLP-ASSOCIATES.COM

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

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND LYING IN THE EAST HALF OF THE NORTHEAST QUARTER (E/2 NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA; THENCE NORTH 00°40'04" EAST ALONG THE EAST LINE OF SAID QUARTER SECTION A DISTANCE OF 864.10 FEET; THENCE SOUTH 89°56'01" WEST A DISTANCE OF 71.29 FEET; THENCE SOUTH 05°35'22" WEST A DISTANCE OF 9.40 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 18; THENCE SOUTH 88°30'36" WEST A DISTANCE OF 133.40 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1.60 FEET, (A CHORD BEARING NORTH 46°43'37" WEST, CHORD LENGTH OF 2.25 FEET) AN ARC DISTANCE OF 2.50 FEET; THENCE NORTH 00°40'00" WEST A DISTANCE OF 117.40 FEET; THENCE SOUTH 89°52'00" WEST A DISTANCE OF 374.41 FEET; THENCE SOUTH 00°17'50" EAST A DISTANCE OF 491.25 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 40; THENCE NORTH 70°19'54" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 81.59 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1582.39 FEET, (A CHORD LENGTH OF 415.02 FEET) ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 416.23 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 18; THENCE NORTH 05°35'22" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 263.20 FEET TO THE TRUE POINT OR PLACE OF BEGINNING FROM ZONING CLASSIFICATION C-3; HIGHWAY COMMERCIAL TO PUD; PLANNED UNIT DEVELOPMENT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 7th day of May, 2018, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification C-3; Highway Commercial to PUD; 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 properties to be rezoned to PUD; 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 in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND LYING IN THE EAST HALF OF THE NORTHEAST QUARTER (E/2 NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA; THENCE NORTH 00°40'04" EAST ALONG THE EAST LINE OF SAID QUARTER SECTION A DISTANCE OF 864.10 FEET; THENCE SOUTH 89°56'01" WEST A DISTANCE OF 71.29 FEET; THENCE SOUTH 05°35'22" WEST A DISTANCE OF 9.40 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 18; THENCE SOUTH 88°30'36" WEST A DISTANCE OF 133.40 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1.60 FEET, (A CHORD BEARING NORTH 46°43'37" WEST, CHORD

LENGTH OF 2.25 FEET) AN ARC DISTANCE OF 2.50 FEET; THENCE NORTH 00°40'00" WEST A DISTANCE OF 117.40 FEET; THENCE SOUTH 89°52'00" WEST A DISTANCE OF 374.41 FEET; THENCE SOUTH 00°17'50" EAST A DISTANCE OF 491.25 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 40; THENCE NORTH 70°19'54" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 81.59 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1582.39 FEET, (A CHORD LENGTH OF 415.02 FEET) ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 416.23 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 18; THENCE NORTH 05°35'22" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 263.20 FEET TO THE TRUE POINT OR PLACE OF BEGINNING FROM ZONING CLASSIFICATION C-3; HIGHWAY COMMERCIAL TO PUD; PLANNED UNIT DEVELOPMENT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this _____ day of _____, 2018.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners**5.**

Meeting Date: 05/07/2018

P09-18 3946 N Kickapoo Ave

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 3946 North Kickapoo Avenue from R-1; Single Family Residential District to C-3; Highway Commercial District. Case No.

P09-18, Applicant: Darin Sparkman.

Attachments

P09-18 Staff Rpt

P09-18 Ord

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Darin Sparkman

FOR: Rezone

LOCATION: 3946 N. Kickapoo Avenue, Shawnee, OK

PROJECT#: 180319 Case# P09-18

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

R-1; Single Family Residential District

REQUESTED CLASSIFICATION:

C-3; Highway Commercial

PROPOSED PROPERTY USE:

Restaurant and Retail Development

PLANNING COMMISSION MEETING DATE: May 2nd, 2018

PLANNING COMMISSION RECOMMENDATION: Approve with following conditions:

1. A six (6') foot sidewalk along Union Ave. and 45th ST.
2. Landscaping to cover 10% of the overall site.
3. Façade treatment to a total of 60% where facing Harrison Ave.
4. Appropriate off-street parking.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

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

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

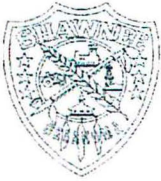
ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org			CASE # P09-17 PUBLIC HEARING DATE: May 2nd, 2017 CITY COMMISSION DATE: May 7th, 2017	
APPLICANT: Darin Sparkman	43809 MacArthur Shawnee, OK 74804	(405) 615-4647		
PROPERTY ADDRESS/LOCATION: 3946 N. Kickapoo Ave. Shawnee, OK 74804				
The applicant, Darin Sparkman, is requesting a rezone from R-1 (Single Family Residential) to C-3 (Highway Commercial) for a property located at 3946 N. Kickapoo. This property is generally located south of Penny Street, on the west side of Kickapoo Street. The proposed use for this site is restaurant or retail services. The subject site is approximately 0.72 Acres in size and is generally surrounded by other commercial uses. A rezone to C-3 does conform with the Shawnee Comprehensive Plan and remains consistent with similar rezoning cases in the area. Staff has no objection to the requested rezone.				
EXISTING ZONING: R1	EXISTING LAND USE: Residence	SURROUNDING ZONING & LAND USE: R-1 (Single Family Residential) C-1(Neighborhood Commercial)	School District: I-93 Shawnee	PROPERTY SIZE: 0.72 Acres

		C-2 (Suburban Office Commercial) C-3 (Highway Commercial) PUD (Planned Unit Development)		
STAFF RECOMMENDATION				
Based on consistency with the Shawnee Comprehensive Plan and the Shawnee Zoning Code, Staff does hereby recommend approval for the proposed from R1 (Single Family Residential) to C3 (Highway Commercial)				
APPROVE		APPROVE WITH CONDITIONS		DENY
If approved for rezone, any construction on site would require: 1. A six (6') foot sidewalk along Union Ave. and 45th ST. 2. Landscaping to cover 10% of the overall site. 3. Façade treatment to a total of 60% where facing Harrison Ave. 4. Appropriate off-street parking. Staff has received no letters of protest from surrounding property owners.				
ATTACHMENTS: 1	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS		AGENCY COMMENTS	RESPONSE TO STANDARDS	

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: P09-18
Project Number: 180319
Date Filed: April 2nd 2018
Cheryl Pettigrew
Planning Commission Secretary

REQUEST:

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

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

PROPERTY LOCATION (STREET ADDRESS): 3946 N Kickapoo

LEGAL DESCRIPTION: BLK 1 Lot 6 College View Shawnee

PROPERTY OWNER (S): Stonebridge Farm LLC

PROPERTY AGENT (APPLICANT): DARIN SPARKMAN

APPLICANT'S ADDRESS: 43809 MacArthur

CITY: SHAWNEE STATE: OK ZIP: 74804

EMAIL ADDRESS: dspark4757@sbcglobal.net

TELEPHONE NUMBER: (405) 615-4647 CONTACT NUMBER: (____)

DIMENSIONS OF PROPERTY: AREA: 31,200 sq ft WIDTH: 150'
LENGTH: 208' FRONTAGE: 150'

CURRENT ZONING: R-1 CURRENT USE: House

PROPOSED ZONING: C-3 PROPOSED USE: Shopping Ctr

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

Darin Sparkman
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

RECEIPT NO. 02153215

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

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

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P09-18

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

The property requesting rezoning is described as follows:

Lot Six (6), Block One (1), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

General Location Known As:	<u>3946 N. Kickapoo Avenue, Shawnee, OK</u>
Current Zoning Classification:	<u>R-1; Single Family Residential District</u>
Requested Zoning Classification:	<u>C-3; Highway Commercial District</u>
Proposed Use of Property:	<u>Retail/Restaurant</u>
Applicant:	<u>Darin Sparkman</u>

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

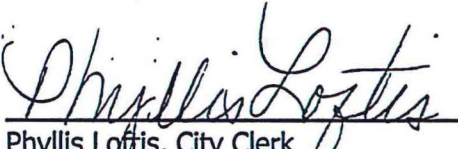
The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

May 2nd, 2018 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
May 7th, 2018 AT 6:00 P.M.: CITY OF SHAWNEE CITY COMMISSION

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

Witness my hand this 10th day of April, 2018.

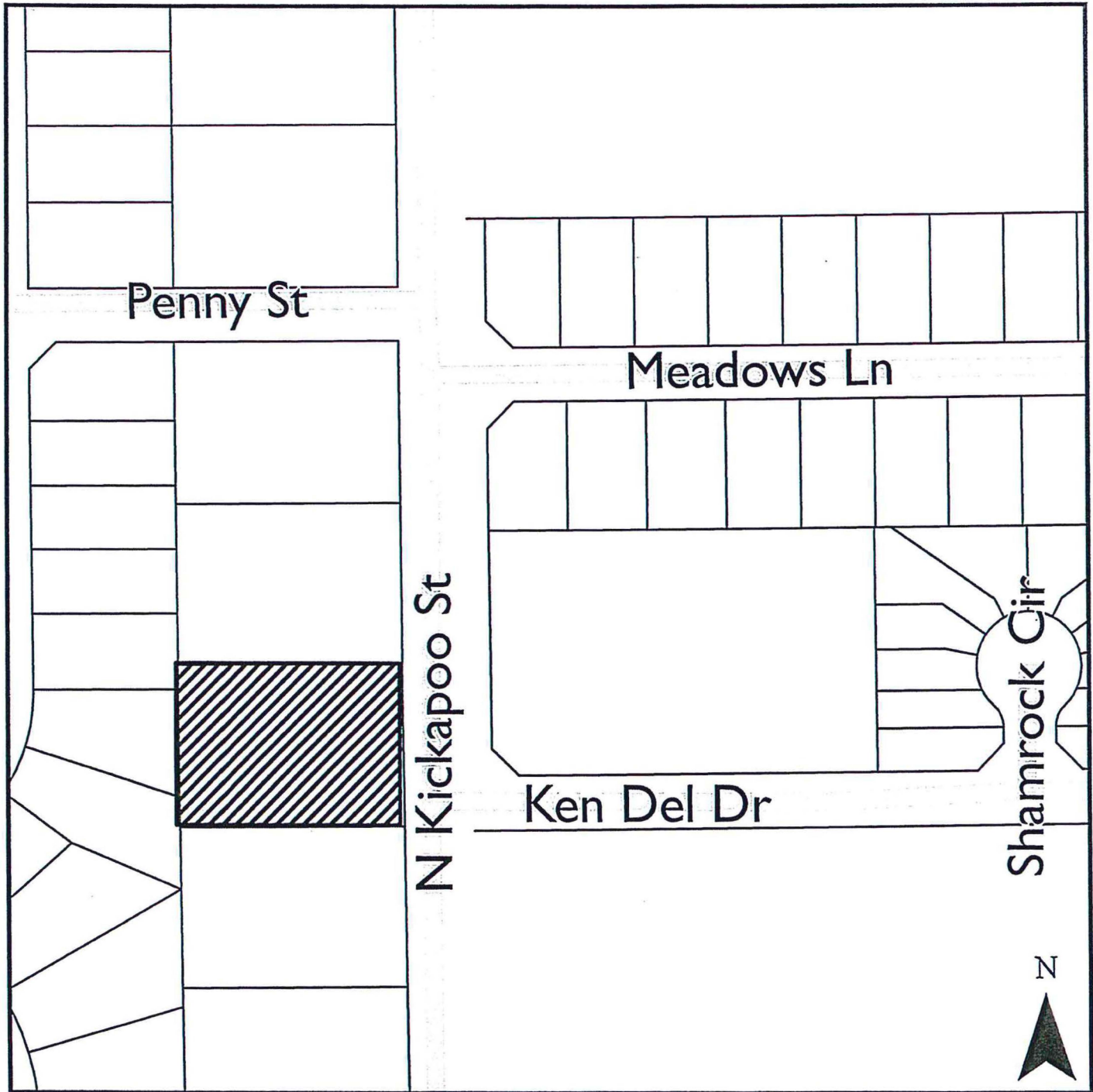



Phyllis Loftis, City Clerk

CASE # P09-18

CONSIDERATION FOR REZONE FROM R1 TO C3

3946 N. KICKAPOO AVE.



CERTIFICATE OF BONDED ABSTRACTOR

(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
)
) §:
COUNTY OF POTTAWATOMIE)

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

Lot Six (6), Block One (1), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (3), both inclusive.

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

Dated: March 28, 2018 at 7:30 AM

First American Title Insurance Company

By: Michelle Cook

Michelle Cook
 Abstractor License No. 3286
 OAB Certificate of Authority # 017
 File No. 2314951-SH99

OWNERSHIP LIST

ORDER NO. 2314951

DATE PREPARED: April 3, 2018

EFFECTIVE DATE: March 28, 2018 at 7:30 am

OWNER	LOT	BL K	ADDITION
THOMPSON TOBY O 4005 BLAINE RD SHAWNEE OK 74804-0000	6	1	COLLEGE VIEW AP
ACKLAND AARON 4007 BLAINE RD SHAWNEE OK 74804-0000	5	1	COLLEGE VIEW AP
HUBBARD ALLEN PO BOX 3855 SHAWNEE OK 74802-0000	4	1	COLLEGE VIEW AP
WASHBURN BILL J & RETA J 4011 BLAINE RD SHAWNEE OK 74804-0000	3	1	COLLEGE VIEW AP
HARTLING KIMBERLY RAYE 4013 BLAINE RD SHAWNEE OK 74804-0000	2	1	COLLEGE VIEW AP
BARRETT FERN D 4015 BLAINE RD SHAWNEE OK 74804-0000	1	1	COLLEGE VIEW AP
KALIES ENTERPRISES LLC 21020 JUDY CIR MCLOUD OK 74851-0000	8	1	COLLEGE VIEW
KALIES ENTERPRISES LLC 21020 JUDY CIR MCLOUD OK 74851-0000	7	1	COLLEGE VIEW
MCELHANEY B G & RICHDEAN E 1720 N BELL AVE SHAWNEE OK 74804-0000	6	1	COLLEGE VIEW
BISON CROSSING LLC 2124 NW 26TH ST OKC OK 74804-0000	5	1	COLLEGE VIEW
BISON CROSSING 2 LLC 2124 NW 26TH ST OKLA CITY OK 73107-0000	4	1	COLLEGE VIEW
COWDEN G RANDY & JOYE E 1810 HENSON COURT SHAWNEE OK 74804-0000			BEG 375'N SW/C NW E50' N199.49' TH WESTERLY 50' TO A POINT ON W LINE NW TH S ALG WEST LINE TO POB (NW4 6-10N-4E)

COWDEN G RANDY & JOYE E 1810 HENSON CT SHAWNEE OK 74804-0000	1	1	NORTHCREEK PLAZA (TAN AND TONE)
WOODMORE ROBERT & ALETHIA 1300 INVERNESS CIR SHAWNEE OK 74801-0000			BEG 574.51'N SW/C NW E180' N180.49' W180' S180.49' POB. I.K.S.#14 (NW4 6-10N-4E)
HEALTH CARE REIT INC % ALTERRA HEALTHCARE 6737 W WASHINGTON ST STE 2300 MILWAUKEE WI 53214-0000			THE MEADOWS AP BLK 5 363.42' X 227.17' LESS 100' X 227.28' 1.37 Acres
GRUETTE ALFORD & SHAWNDA 101 MEADOWS LN SHAWNEE OK 74804-0000	1	2	THE MEADOWS AP
THOMAS MILLARD JR 3913 N AYDELOTTE SHAWNEE OK 74804-0000	S10' OF 10, ALL OF 11 & N4.76' OF 12	1	COLLEGE VIEW AP
FARRIS HAROLD D & JUDY M 3911 N AYDELOTTE SHAWNEE OK 74804-0000	S55' OF 12 & N30' OF 13	1	COLLEGE VIEW AP
EVANS LARRY W 3915 N AYDELOTTE SHAWNEE OK 74804-0000	S25' OF 9; 10 LESS S10'	1	COLLEGE VIEW AP
FLEISCHFRESSER KENNETH L & ROXANE K 3917 N AYDELOTTE SHAWNEE OK 74804-0000	8 & N35' OF 9	1	COLLEGE VIEW AP
ASKINS MICHAEL D & KAREN L 4003 BLAINE RD SHAWNEE OK 74804-0000	7	1	COLLEGE VIEW AP
BELYEU DARRELL D & IRENE B 2007 REVOC TRUST 4002 BLAINE RD SHAWNEE OK 74804-0000	7 LESS 30' & 8 LESS N10'	2	COLLEGE VIEW AP
WILBURN TYLER S 4007 N AYDELOTTE SHAWNEE OK 74804-0000	S45' OF 3 & ALL OF 4	2	COLLEGE VIEW AP
LAWSON MICHAEL B 2618 N BROADWAY SHAWNEE OK 74804-0000	S86' OF 6 & N30' OF 7	2	COLLEGE VIEW AP
WOLFE THOMAS W & ANN W 4005 N AYDELOTTE SHAWNEE OK 74804-0000	5 & N11' OF 6	2	COLLEGE VIEW AP
WHITED CLIFFORD E & PATSY J 4004 N AYDELOTTE SHAWNEE OK 74804-0000	28	3	COLLEGE VIEW AP
CURRENS BILL & VELMA 28 MOJAVE DR SHAWNEE OK 74804-0000	29 & S5' OF 30	3	COLLEGE VIEW AP

MCANALLY DERRICK 10 BETTIE SUE DR SHAWNEE OK 74804-0000	N60' OF 30 & S10' OF 31	3	COLLEGE VIEW AP
VERNON JAMES & LISA 1702 WINDMILL RIDGE DR SHAWNEE OK 74804-0000	1	2	COLLEGE VIEW AP
GRAY LYNN & SHANNA 4010 BLAINE RD SHAWNEE OK 74804-0000	12	2	COLLEGE VIEW AP
SMITH SUSIE ANNE 4008 BLAINE RD SHAWNEE OK 74804-0000	11	2	COLLEGE VIEW AP
BASLER KURT H & SHARON K 4006 BLAIN RD SHAWNEE OK 74804-0000	N5' OF 9 & ALL OF 10	2	COLLEGE VIEW AP
BAM ACQUISITIONS LLC P O BOX 3698 SHAWNEE OK 74802-0000	N10' OF 8 & S55' OF 9	2	COLLEGE VIEW AP

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOT SIX (6), BLOCK ONE (1), COLLEGE VIEW ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION R-1; SINGLE FAMILY RESIDENTIAL DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 7th day of May, 2018, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification R-1; Single Family Residential District to C-3; Highway Commercial District.

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

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

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

SECTION 1: That the following described property located in the city of Shawnee, Oklahoma, to-wit LOT SIX (6), BLOCK ONE (1), COLLEGE VIEW ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION R-1; SINGLE FAMILY RESIDENTIAL DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this _____ day of _____, 2018.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

6.

Meeting Date: 05/07/2018

P08-18 3954 N Kickapoo Ave

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

P08-18 Staff Rpt

P08-18 Ord

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
PLANNING COMMISSION

RECOMMENDATION FROM:

SUBJECT:

APPLICANT: Kurt Kalies
FOR: Planned Unit Development
LOCATION: 3954 N. Kickapoo Avenue, Shawnee, OK
PROJECT#: 180318 Case# P08-18

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: C-2; Suburban Office Commercial District
REQUESTED CLASSIFICATION: PUD; Planned Unit Development (PUD)
PROPOSED PROPERTY USE: Restaurant and Retail Development

PLANNING COMMISSION MEETING DATE: May 2nd, 2018

PLANNING COMMISSION RECOMMENDATION: Defer to June 6th, 2018 PC Meeting

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

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

RESPECTFULLY SUBMITTED,
Cheyenne Pettigrew
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org			CASE # P08-18 PUBLIC HEARING DATE: May 2nd, 2018 CITY COMMISSION DATE: May 7th, 2018	
APPLICANT: Kurt Kalies	21020 Judy Cr. McCloud OK 74851		(405) 585-3956	
PROPERTY ADDRESS/LOCATION: 3954 Kickapoo Ave.				
SUMMARY OF REQUEST: The applicant, Kalies Enterprises, LLC., is proposing a two lot Planned Unit Development (PUD) concept, providing additional commercial use on Kickapoo Street, south of MacArthur Street. Though the PUD is contained to lots 7 – 8 of College View Addition, it intends to provide controlling language for lots 4 – 8, a master planned strip center development (Exhibit 2). At full build-out, the five-lot master planned site will contain four commercial strip centers and one lot reserved for restaurant use.				
EXISTING ZONING: C2	EXISTING LAND USE: Office	SURROUNDING ZONING & LAND USE: PUD (Planned Unit Development) R1 (Single Family Residential) C1 (Neighborhood Commercial)	Number of Lots: 2	PROPERTY SIZE: 1.44 Acres

STAFF REVIEW AND ANALYSIS

Upon review staff recommends deferring this case until the June 7, 2018 Planning Commission Agenda.

The referral is based upon resubmitting following items:

1. Completed POA
2. Landscape Plan
3. Any additional comments noted to applicant by City Staff.

APPROVE

APPROVE WITH CONDITIONS

DENY

Staff has received no letters of protest from surrounding property owners.

ATTACHMENTS:
(CIRCLE)

SUBMITTED
PLANS

PUBLIC HEARING
PETITION/
APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

Attachments:

Exhibit 1: PUD

Exhibit 2: Master Plan

Exhibit 3: Landscape Plan

Exhibit 4: Property Owner's Agreement

Master Plan of

**Bison Crossing
Lots 7 & 8, Blk.1
College View Addition**

EXHIBIT
1

A Planned Unit Development

PUD #

April 2, 2018

A 1.38 acre tract in the Northeast Quarter
of Section 1, Township 10 North, Range 3 East I.M.,
City of Shawnee, Pottawatomie County, Oklahoma

OWNER/DEVELOPER

Kalies Enterprises, LLC
Shawnee, OK

DEVELOPMENT CONSULTANTS

This Master Development Plan and engineering documents have been prepared by:

The LandRun Group, LLC
LandRun Engineering, LLC
201 West 9th Street
Shawnee, OK 74801

PUD- #

**DESIGN STATEMENT OF THE
PLANNED UNIT DEVELOPMENT OF
BISON CROSSING,
SHAWNEE, OKLAHOMA**

1.0 INTRODUCTION

This Planned Unit Development "PUD" of Lots Seven (7) and Eight (8), Block One (1), College View Addition to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof. The PUD consists of the two (2) lots south of the intersection of Kickapoo Street and Penney Street in Shawnee, Oklahoma.

2.0 LEGAL DESCRIPTION

The legal description of the property comprising the Bison Crossing PUD is described in Exhibit "A". The boundaries of the PUD are defined as Lots 7 and 8, Block 1 of the College View Addition plat but will also include a cooperative agreement with the Lot 6, Block 1 of the College View Addition. A Business Owners Association will be developed to allow for common divided drives, water line, landscaping and drainage between Lots 4 through 8, Block 1, of the College View Addition. The common drive includes a minimum 20 feet wide fire lane along the west side of all of the lots, fire access allowed as defined on the attached master development plan, access to three (3) common drives on Kickapoo Street, common access and development of private storm sewer systems to establish detention. The cooperative agreement with Lot 6, Block 1 will define architectural and maintenance agreements for the common building divided by a Fire Barrier Wall along the property line. The Business Owners Association (BOA) will be independent of the PUD but will require by separate instrument that all lots and property owners to adhere to equal landscape, maintenance, cross-access, and controlled uses as defined in the PUD developed by this PUD.

3.0 OWNER / DEVELOPER

The developer of the property is **Kalies Enterprises, LLC**.

4.0 SITE AND SURROUNDING AREAS

The subject property is currently zoned C-2. Kickapoo Street forms the eastern boundary of the site. Property to the east of Kickapoo Street is zoned Both C1P and PUD and is developed with an assisted living center and a portion of the Ken-Del Housing Development. Property to the south is zoned R-1 Single Family but is currently being rezoned as C-3 and would have been incorporated into this PUD but could not be

included due to separate ownership. Property to the west of the site is zoned R-1 and includes single family residential housing.

5.0 PHYSICAL CHARACTERISTICS

The site has a gentle fall from south to north and is divided by a ridge at the approximate mid-point of the lots dividing the drainage flow into an east side flow which discharges into Penney Street and a west side flow which drains into Kickapoo Street and is collected in the underground storm sewer. The flow on the west side is conveyed down Penney Street until reaching Tributary #3 to Rock Creek located in the Smoking Oaks Addition to the City of Shawnee.

6.0 CONCEPT

The intention of the PUD and the adjacent development is to create a contiguous combination office and retail space with an independent food service facility located on Lot 8, Block 1 of the College View Addition, to serve the community and business professionals.

The redevelopment of the area will allow for a more diverse form of conventional C-3 zoning facilities, while maintaining adequate restrictions not adversely impacting adjacent property uses. The concept will also maintain a cohesive character with the adjacent developed properties.

7.0 SERVICE AVAILABILITY

The following is an analysis of the existing and proposed infrastructure to serve this PUD:

A. STREETS AND ACCESS EASEMENT

The Bison Crossing PUD is situated on the south side of the Penney Street and Kickapoo intersection. Lot 8 will have one access on Penney Street and a joint access between Lots 7 and 8. The south side of Lot 8 will be a fire lane for access to a 20 feet wide drive/fire lane along the west side of the common building with Lot 6. A cross-access agreement will be included in the agreement with Lot 6 creating a common fire lane along the west side and two (2) common drive lanes along the east side. The agreement will define responsibilities of the maintenance of the drives and parking areas between the properties. The BOA agreement will define cross-access of drives and parking as cross-accessed between owners of Lots 4 through 8 .addition similar to the agreement created with Lot 6.

B. SANITARY SEWER

Sanitary sewer facilities are presently located on the subject property.

C. WATER

Water is presently available from a 16" main located within the Kickapoo right-of-way. The property within the PUD may be served by a six (6) inch water line that connects to a public line developed across Lots 4 and 5. The proposed 6" loop will limit the number of taps of the 16" main and create an easy access for both fire hydrants and service taps for the development.

8.0 SPECIAL DEVELOPMENT REGULATIONS

The following Special Development Regulations and limitations are placed upon the development of the PUD:

Planning and zoning regulations will be those which are in effect at the time of development of this Planned Unit Development. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referenced as part of the Special Development Regulation of this Planned Unit Development. For purposes of interpretation of these Special Development Regulations, the operative and controlling language and regulation of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the City of Shawnee's Planning and Zoning Code, as such exists at the time of development. In case of conflict between the provisions of the City Codes and Regulations and the provisions of this Planned Unit Development, the provisions of this Planned Unit Development shall be deemed to supersede.

Notwithstanding any code section pertaining to administrative approval of minor amendments, the following special conditions listed in Sections §§ 8.0 A through 18.0 E shall not be changed or amended in any way except by action of the City Council after review and recommendation by the Planning Commission.

A. USE AND DEVELOPMENT REGULATIONS

The Planned Unit Development of the Bison Crossing contains two (2) lots. Tract boundaries are depicted on the College View Addition plat and are permitted to change up to 25% by means of a lot line adjustment. The use and development regulations are as follows:

Lot 8: C-3 Automotive and Commercial Recreation District

All uses permitted in the C-3 Automotive and Commercial Recreation District shall be allowed including conditional, special permit, special exception, and/or accessory uses subject to their appropriate conditions and review procedures for public hearings, where applicable, unless otherwise noted herein. The PUD will also grant a special use permit on Lots 8 for the sale of alcohol by the drink as

long as it is a restaurant serving alcoholic beverages incident to its primary business.

Lot: 7: C-3 Automotive and Commercial Recreation District

All uses permitted in the C-3 Automotive and Commercial Recreation District shall be allowed including conditional, special permit, special exception, and/or accessory uses subject to their appropriate conditions and review procedures for public hearings, where applicable, unless otherwise noted herein. The PUD will also grant a special use permit on Lots 7 for the sale of alcohol by the drink as long as it is a restaurant serving alcoholic beverages incident to its primary business.

The following uses will be restricted on both Lots 7 and 8.

The following uses shall not be permitted on the land either through primary ownership, leases, or otherwise: (i) Nightclub, bar, or similar public or private entertainment facility (except a restaurant serving alcoholic beverages incident to its primary business), (ii) any store or facility selling or renting pornographic material or in any manner permitting pornographic materials to be available to the public, (iii) abortion clinic, (iv) massage parlor, other than within a family oriented fitness or personal care facility, (v) any establishment offering dancing as a feature of its operation, and (vi) a gambling casino or associated gaming or bingo operation.

9.0 HEIGHT

Maximum building height shall be two stories not to exceed thirty-five (35) feet.

10.0 ACCESS

Access to Bison Crossing shall be by way of three (3) entrances along Kickapoo Street one defined in this PUD and two (2) upon separate properties to the south by a separate BOA agreement. One drive may be developed on Penney Road. The joint drive agreement extends to the east property line as defined by filed Instrument xxxxxxxx. The entrance separation of 175 feet per City of Shawnee Code shall be maintained for the drives along Kickapoo Street. A joint drive agreement between Lots 7 and 8. The Cross Access Agreement is regulated by a separate instrument as defined by filed Instrument number xxxxxxxx.

11.0 SCREENING AND LANDSCAPING

- A. Sight-proof screening is required along the western boundary of this property. It shall be, at a minimum, "wo/manized" (or similarly treated) solid wood "stockade" fencing of at least six (6') feet high. This screening can be built as each lot is developed.

- B. Landscaping shall be accomplished per ordinance upon development of each lot.

12.0 SETBACKS

- A. All building set-back requirements will be as follows.
 - i. Front Yard: Twenty-five (25) feet from Right-of-Way line
 - ii. Side Yard: Zero (0) set back
 - iii. Rear Yard: twenty (20) foot set back
- B. The building on Lot 7 of this PUD will have a common fire barrier wall with the adjacent Lot 6 property. Lot 8 will have a fire lane dedicated between Lot 7 and 8 to have access to the 20 feet fire lane along the west side of the proposed building located on Lot 7.

13.0 PARKING AND ACCESS

- A. Parking for each lot shall meet current city zoning code regulations. Each lot shall have cross-access with the adjacent lot and there shall be shared parking within the development and the adjacent Lots 4 through 6.
- B. The two (2) lots in the Bison Crossing PUD will have cross-access at three (3) points between properties or joined by common drive between the two properties. Joint drive access agreements will be created between Lots 4 through 6, Block 1 of the College View Addition to facilitate accessibility and a common fire lane as shown in the attached master plan drawing.
- C. The platted lots 4 through 8, Block 1 of College View Addition will have shared access by either this PUD or separate instrument.
- D. Application for building permit on Lot 8 of this PUD must include an overall PUD site plan that depicts the location of the proposed building, size, and address of all existing buildings, all existing parking and landscaping in the PUD with the parking and landscaping proposed for the building for which a building permit is requested.

14.0 SIGNAGE

- A. Each lot will meet signage requirements defined by the City of Shawnee Code requirements.
- B. Each building shall be allowed to have either one monument sign or one pole sign identifying the business. Such sign may be located on the grassy area of the premises of the building itself. Such sign shall be no larger than four feet by four feet (4' x 4') and constructed of like material as the building which the sign identifies. In addition, each building shall be allowed wall signage.

- C. Direction and instructional signs shall be permitted within the property making up this PUD.
- D. Ground mounted directional or instructional signs that are less than eight (8) square feet shall be considered incidental and allowed within this PUD.

15.0 LIGHTING

All lighting shall not be directed or reflected toward any adjacent properties. Any lighting on the west side must be directed away from the adjacent residential developments.

16.0 ARCHITECTURE

Exterior building wall finish on all structures shall consist of a minimum sixty (60%) percent brick veneer, masonry, drivet, rock, stone, stucco, wood, or other similar type finish approved by the Planning Director of the City of Shawnee along the east and north sides. Exposed metal or exposed concrete block buildings shall not be permitted except on the west side of the structure.

17.0 OWNERSHIP AND MAINTENANCE OF COMMON AREA / OPEN SPACE

The property owners shall be responsible for the maintenance of all common / open space areas. It shall be the responsibility of the property owners for the installation, maintenance, and replacement of all landscaping, sprinkler systems, and maintenance of the signage. The formation of a Property Owner's Association with Lots 4 through 8, Block 1, of College View Addition and an independent agreement is required with the adjacent Lot 6 associated with the general maintenance of the parking, drainage, sidewalks and building maintenance.

18.0 OTHER DEVELOPMENT REGULATIONS

- A. The boundaries of the site are depicted on the plat.
- B. Dumpsters shall be located within an area screened by six to eight (6 to 8) feet of masonry.
- C. A common storm water detention plan is proposed for the drainage on the west side of Lots 4 through 8 which discharges into Penney Street unless it is recommended by City staff to convey the storm water into the public storm sewer on Kickapoo Street. A common private underground storm sewer system will be developed for the east side of Lots 6 through 8 that will discharge into the public storm sewer system on Kickapoo Street. Each lot will have access to the private storm sewer line but will be responsible for its own connection, repair of any

surface inlet, damage of the main line caused during connection of the main line. Any longer term maintenance of the main storm sewer line or connection into the public storm sewer system, if not under the responsibility of the City of Shawnee will be equally divided as per defined in the BOA or adjacent property agreement.

- D. All utility meters, including water meters, may be placed on common areas in the right-of-way/utility easement, and are not required to be on any paved area.
- E. A sidewalk shall be put in place within a 9.0' right of way sidewalk easement adjacent to the Kickapoo Street Right-of-Way. A sidewalk will be developed along Penney Street within the right of way.
- F. No additional right of way will be required along Kickapoo Street or Penney Street.
- G. Penney Street is currently 30 feet wide and will require half street improvements to a half width of 16 feet for the depth of the block. A new concrete curb and gutter will be developed on the south side of Penney Street for the length of Lot 8 but will not be required until development of Lot 8.

19.0 EXHIBITS

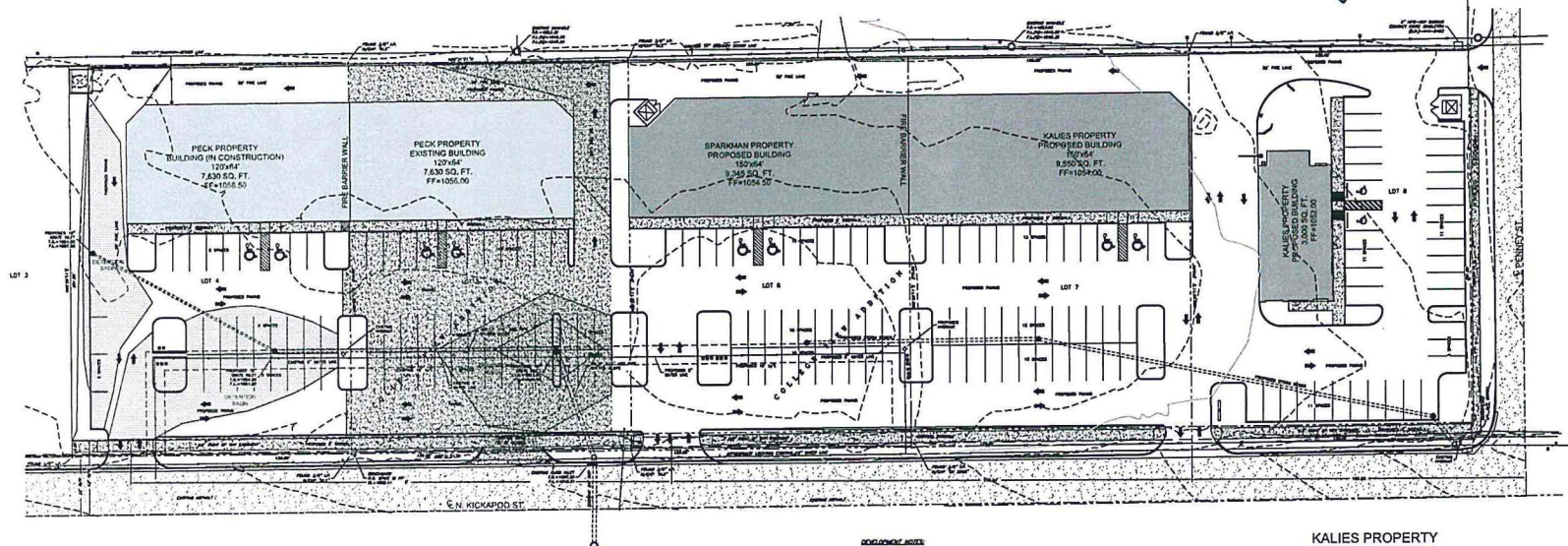
The following exhibits are attached hereto and are incorporated herein as part of this PUD Design Statement:

Exhibit A - Legal Description of PUD

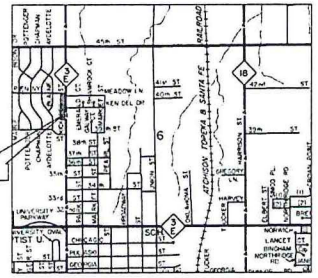
Exhibit B – Master Development Plan – Lots 4 through 8.

MASTER PLAN
BISON CROSSING CENTER
LOTS 4 THROUGH 8, BLOCK 1,
COLLEGE VIEW ADDITION
CITY OF SHAWNEE

EXHIBIT
2



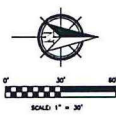
PARKING REQUIREMENTS
TOTAL BUILDING AREA = 31,155 SQ. FT.
TOTAL PARKING SPACES = 175
ZONE RESTAURANT = 11,148 SQ. FT. @ 1 SPACE/200 SQ. FT.
ZONE OFFICE = 7,231 SQ. FT. @ 1 SPACE/200 SQ. FT.
ZONE RETAIL = 28,776 SQ. FT. @ 1 SPACE/200 SQ. FT.
REQUIRED SPACES = 175 SPACES
PROVIDED SPACES = 175 SPACES



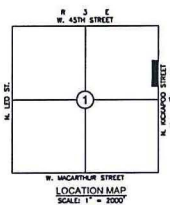
VICINITY MAP

LEGEND

- (H) HATCHED LINE
ROAD PAV. SET
- (H) HATCHED LINE
EXISTING HOVLANET
- M WATER METER
- M WATER VALVE
- P PIPE HINGED
- Q POWER POLE W/TRANSFORMER
- Q POWER POLE
- T GUY WIRE
- W GAS METER
- T TIE W/PIPE
- B TELEPHONE POCKET
- C CULVERT
- D MANHOLE
- S SOIL
- Φ BENCHMARK
- TELEPHONE UNDERGROUND
- UNDERGROUND ELECTRIC
- UNDERGROUND ELECTRIC & CABLE TV
- FIBER OPTIC CABLE
- GAS LINE
- HIGH PRESSURE GAS LINE
- WATER LINE
- SANITARY SEWER LINE
- EXISTING SEWER
- PROPOSED SANITARY SEWER LINE
- FENCE
- FLOW LINE



SCALE 1" = 30'



LOCATION MAP
SCALE 1" = 200'

- DEVELOPMENT NOTES**
- ALL PARKING WILL BE CROSS-ACCESSED & MAINTAINED BY OWNER'S AS SHOWN IN THE PLAN
 - ALL LANDSCAPING WILL BE DONE BY POB
 - ARCHITECTURAL FACADE & MAINTENANCE OF SHOPPING CENTERS WILL BE DONE BY POB & OWNERS OF POB
 - DRIVEWAY AND RETENTION WILL BE THROUGH COMBINED PRIVATE STORM SEWER & OWNERS OF POB

**KALIES PROPERTY
LEGAL DESCRIPTION**

LOTS SEVEN (7) AND EIGHT (8), BLOCK ONE (1), COLLEGE VIEW ADDITION TO THE CITY OF SHAWNEE, POTTERHUNT COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT NUMBER: CURRENT ZONING - C-1 AVAILABLE UTILITIES: SANITARY SEWER, ELECTRIC, PHONE & FIBER OPTIC CABLE. PROPOSED RE-ZONING - PUD BASED ON C-1. POB WILL BEHOLD CROSS-ACCESS, LANDSCAPE & DETAIL USES IN SHOPPING CENTER.

**SPARKMAN PROPERTY
LEGAL DESCRIPTION**

LOT SIX (6), BLOCK ONE (1), COLLEGE VIEW ADDITION TO THE CITY OF SHAWNEE, POTTERHUNT COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT NUMBER: CURRENT ZONING - R-1 AVAILABLE UTILITIES: SANITARY SEWER, ELECTRIC, PHONE & FIBER OPTIC CABLE. PROPOSED RE-ZONING - C-1. POB WILL BEHOLD CROSS-ACCESS, LANDSCAPE & DETAIL USES IN SHOPPING CENTER.

**PECK PROPERTY
LEGAL DESCRIPTION**

LOTS FOUR (4) AND FIVE (5), BLOCK ONE (1), COLLEGE VIEW ADDITION TO THE CITY OF SHAWNEE, POTTERHUNT COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT NUMBER: CURRENT ZONING - C-1 AVAILABLE UTILITIES: SANITARY SEWER, ELECTRIC, PHONE & FIBER OPTIC CABLE.



THE LANDRUN GROUP, LLC
LandRun Engineering, LLC
201 W. 9th Street • P.O. BOX 1584
Shawnee, OK 74802-1584
(405) 271-4222 FAX 5182 Exp. 6-30-2018
E-mail: slodges@landruncorp.com

Bison Crossing, Kalies, & Sparkman Properties
Bison Crossing Center
Master Plan
Date: 04/23/18

Revisions: _____

JDGL Legal Resource Group, LLC
PO Box 1584, Shawnee, OK 74802-1584
201 West 9th Street, Shawnee, OK 74801
jlandes@landrungroup.com
Phone: (405) 273-4222 Fax: (405) 395-9499

April 25, 2018

?????????
?????????
?????????

EXHIBIT
4

RE: Property Owner's Agreement

Dear _____:

This letter is to act as a binding agreement between the parties that have all signed below in prelude to a Property Owner's Agreement. The following properties will be bound by this letter and the future Property Owner's Agreement:

Lot Four (4), Block One (1), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

Lot Five (5), Block One (1), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

Lot Six (6), in Block One (1), of COLLEGE VIEW ADDITION of the City of Shawnee, according to the recorded Plat thereof, State of Oklahoma, Pottawatomie County.

Lot Seven (7), Block One (1), College View Addition, to the City of Shawnee, Pottawatomie County, according to the recorded plat thereof; AND

Lot Eight (8), Block One (1), College View Addition, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

The Property Owner's Agreement shall be developed and signed by all the parties prior to any building permits being issued. The parties all agree that the following items will be addressed in the Property Owner's Agreement:

- Shared drainage facilities and maintenance thereof;
- Common access;
- Shared parking;
- Construction and maintenance of the proposed six-foot water line; and
- Landscaping.

This letter and the subsequent Property Owner's Agreement are binding on the below signing parties as well as any future owners of the properties listed in this document.

Signed: _____

Date: _____

Member/Manager: David Peck, Bison Crossing 2, LLC.

Notary Public

My commission expires:

My commission number is:

Signed: _____

Date: _____

Member/Manager: David Peck, Bison Cross, LLC.

Notary Public

My commission expires:

My commission number is:

Signed: _____

Date: _____

Owner(s): Darin and/or Shellie Sparkman

Notary Public

My commission expires:

My commission number is:

Signed: _____

Date: _____

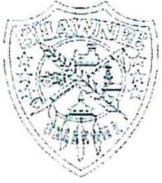
Member/Manager: Kurt and/or Leilani Kalies, Kalies Enterprises, LLC.

Notary Public

My commission expires:

My commission number is:

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: P08-18
Project Number: 180318
Date Filed: April 2nd 2018
Cherlene Pettigrew
Planning Commission Secretary

REQUEST:

☐ Rezoning
☐ Conditional Use Permit

☒ Rezoning w/Conditional Use Permit
☒ Planned Unit Development

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

PROPERTY LOCATION (STREET ADDRESS): 3954 N Kickapoo AV

LEGAL DESCRIPTION: Bk1 lot 7 & 8 College View

PROPERTY OWNER (S): Kalies Enterprises

PROPERTY AGENT (APPLICANT): Kurt Kalies

APPLICANT'S ADDRESS: 21020 Judy Circle

CITY: McLoud STATE: OK ZIP: 74851

EMAIL ADDRESS: kknok1@gmail.com

TELEPHONE NUMBER: (405) 585-3956 CONTACT NUMBER: ()

DIMENSIONS OF PROPERTY: AREA: 62400 sq ft WIDTH: 300'

LENGTH: 208' FRONTAGE: 300'

CURRENT ZONING: C-1 CURRENT USE: office

PROPOSED ZONING: PUD / C-3 PROPOSED USE: various commercial

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]
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

RECEIPT NO. 02153200

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

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

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P08-18

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:

Lots Seven (7) and Eight (8), Block One (1), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

General Location Known As:	<u>3954 N. Kickapoo Avenue, Shawnee, OK</u>
Current Zoning Classification:	<u>C-1; Neighborhood Commercial District</u>
Requested Zoning Classification:	<u>Planned Unit Development</u>
Proposed Use of Property:	<u>Retail/Restaurant</u>
Applicant:	<u>Kurt Kalies</u>

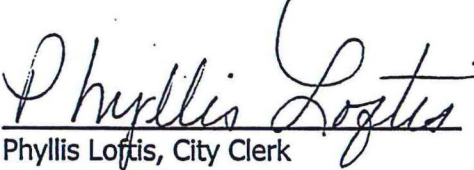
The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

May 2 nd , 2018 AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
May 7 th , 2018 AT 6:00 P.M.:	CITY OF SHAWNEE CITY COMMISSION

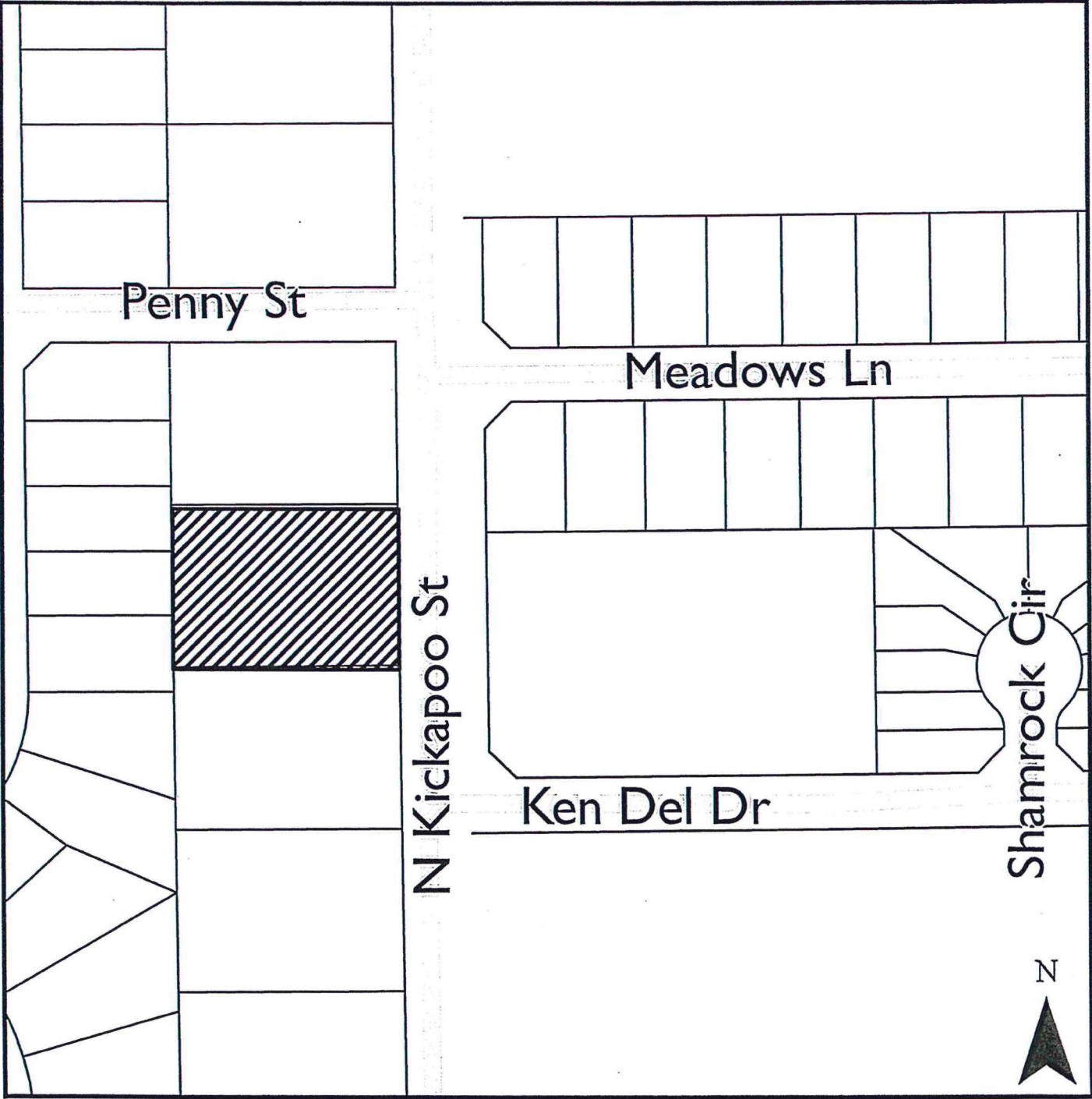
At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the Planned Unit Development. The Commission reserves the right to limit discussion and debate on the proposed Planned Unit Development in the public hearing, in which event those 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 10th day of April, 2018.




Phyllis Loftis, City Clerk

CASE # P08-18
CONSIDERATION FOR PUD APPROVAL
3954 N. KICKAPOO AVE.



CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

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

Lots Seven (7) and Eight (8), Block One (1), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (3), both inclusive.

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

Dated: March 28, 2018 at 7:30 AM

First American Title Insurance Company

By: 

Michelle Cook
Abstractor License No. 3286
OAB Certificate of Authority # 017
File No. 2314797-SH99

OWNERSHIP LIST**ORDER NO. 2314797**

DATE PREPARED: April 3, 2018

EFFECTIVE DATE: March 28, 2018 at 7:30 am

OWNER	LOT	BLK	ADDITION
KALIES ENTERPRISES LLC 21020 JUDY CIR MCLOUD OK 74851-0000	7	1	COLLEGE VIEW
KALIES ENTERPRISES LLC 21020 JUDY CIR MCLOUD OK 74851-0000	8	1	COLLEGE VIEW
ABSENTEE SHAWNEE TRIBE OF OKLA 2025 S GORDON COOPER DR SHAWNEE OK 74801-0000	1	2	COLLEGE VIEW
MASON AMIR PROPERTIES LLC 10601 S WESTERN OKC OK 73170-0000	2	2	COLLEGE VIEW
ALDANA JENNIFER 4203 BLAINE RD SHAWNEE OK 74804-0000	N61' OF 15	1	BISON
HOUSING AUTH OF THE CITY OF SHAWNEE P O BOX 3427 SHAWNEE OK 74802-0000	S9' OF 15 AND N56' OF 16	1	BISON
LOHDEN WALTER M 4103 BLAINE RD SHAWNEE OK 74804-0000	S14' OF 16 & N66' OF 17	1	BISON
BROOKS LONNIE DEWAYNE 4101 BLAINE RD SHAWNEE OK 74804-0000	S4' OF 17 & ALL OF 18	1	BISON
LITTLEHEAD DONNETTE 4202 BLAINE RD SHAWNEE OK 74804-0000	9	2	BISON
MILES EILEEN 4104 BLAINE RD SHAWNEE OK 74804-0000	8	2	BISON
JONES ANN E TRUSTEE OF THE ANN E JONES LIVING TRUST AGREEMENT 2010 N MINNESOTA SHAWNEE OK 74804-0000	7	2	BISON
VERNON JAMES & LISA 1702 WINDMILL RIDGE DR SHAWNEE OK 74804-0000	1	2	AP COLLEGE VIEW
GRAY LYNN & SHANNA 4010 BLAINE RD SHAWNEE OK 74804-0000	12	2	AP COLLEGE VIEW

SMITH SUSIE ANNE 4008 BLAINE RD SHAWNEE OK 74804-0000	11	2	AP COLLEGE VIEW
BASLER KURT H & SHARON K 4006 BLAIN RD SHAWNEE OK 74804-0000	N5' OF 9 & ALL OF 10	2	AP COLLEGE VIEW
BAM ACQUISITIONS LLC P O BOX 3698 SHAWNEE OK 74802-0000	N10' OF 8 & S55' OF 9	2	AP COLLEGE VIEW
BELYEU DARRELL D & IRENE B 2007 REVOC TRUST 4002 BLAINE RD SHAWNEE OK 74804-0000	7 LESS 30' & 8, LESS N10'	2	AP COLLEGE VIEW
MCELHANEY B G & RICHDEAN E 1720 N BELL AVE SHAWNEE OK 74804-0000	6	1	COLLEGE VIEW
BISON CROSSING LLC 2124 NW 26TH ST OKC OK 74804-0000	5	1	COLLEGE VIEW
EVANS LARRY W 3915 N AYDELOTTE SHAWNEE OK 74804-0000	9	1	COLLEGE VIEW
FLEISCHFRESSER KENNETH L & ROXANE K 3917 N AYDELOTTE SHAWNEE OK 74804-0000	8 & N35' OF 9	1	AP COLLEGE VIEW
ASKINS MICHAEL D & KAREN L 4003 BLAINE RD SHAWNEE OK 74804-0000	7	1	AP COLLEGE VIEW
THOMPSON TOBY O 4005 BLAINE RD SHAWNEE OK 74804-0000	6	1	AP COLLEGE VIEW
ACKLAND AARON 4007 BLAINE RD SHAWNEE OK 74804-0000	5	1	AP COLLEGE VIEW
HUBBARD ALLEN PO BOX 3855 SHAWNEE OK 74802-0000	4	1	AP COLLEGE VIEW
WASHBURN BILL J & RETA J 4011 BLAINE RD SHAWNEE OK 74804-0000	3	1	AP COLLEGE VIEW
HARTLING KIMBERLY RAYE 4013 BLAINE RD SHAWNEE OK 74804-0000	2	1	AP COLLEGE VIEW
BARRETT FERN D 4015 BLAINE RD SHAWNEE OK 74804-0000	1	1	AP COLLEGE VIEW

JONES RICHARD N LIVING TRUST P O BOX 1852 SHAWNEE OK 74802-1852			BEG 115'N & 33'E SW/C NW NW N125' E175' S124' W175' POB (NW4 6-10N-4E)
NORTHWEST MISSIONARY BAPTIST XXXXXXXXXX XXXXXXXXXX OK -0			BEG 333'E SW/C NW NW N239' W125' S124' W208' S115' E333' POB. LAND 120 1.24 Acres (NW4 6-10N-4E)
MYLES CARRIE 106 MEADOWS LN SHAWNEE OK 74804-0000	3	1	THE MEADOWS AP
LAVALLEY TOM H & LUCY C PO BOX 1743 SHAWNEE OK 74802-1743	2	1	THE MEADOWS AP
WELLIVER AMOS & MILDRED 107 MEADOWS LN SHAWNEE OK 74804-0000	4	2	THE MEADOWS AP
WILSON CHARLES 24739 SHADY LN TECUMSEH OK 74873-0000	3	2	THE MEADOWS AP
WALKER STEVEN & JUANITA SMITH 103 MEADOWS LN SHAWNEE OK 74804-0000	2	2	THE MEADOWS AP
GRUETTE ALFORD & SHAWNDA 101 MEADOWS LN SHAWNEE OK 74804-0000	1	2	THE MEADOWS AP
CONNER ENTERPRISES OF NORMAN LLC 13648 RED BUD RD CHOCTAW OK 73020-0000			.52A 6-10-4 PT BLK 5 BEG 517.61'S & 313.25'E NW/C SW NW E100' N227.17' W 100' S227.28' POB THE MEADOWS AP (NW4 6-10N-4E)
HEALTH CARE REIT INC % ALTERRA HEALTHCARE 6737 W WASHINGTON ST STE 2300 MILWAUKEE WI 53214-0000			BLK 5 363.42' X 227.17' LESS 100' X 227.28' (THE MEADOWS AP)
AMERICAN SELF STG L L C P O BOX 13540 OKLA CITY OK 73113-0000			BEG 375'N & 180.07'E SW/C NW E450' N380.24' W450' S380.24' POB (BK 2844 PG 72-74) (NW4 6-10N-4E)
WOODMORE ROBERT & ALETHIA 1300 INVERNESS CIR SHAWNEE OK 74801-0000			BEG 574.51'N SW/C NW E180' N180.49' W180' S180.49' POB. I.K.S.#14 (NW4 6-10N-4E)

ORDINANCE NO. _____NS

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

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 7th day of May, 2018, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification C-2; Suburban Office Commercial District to PUD; 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 properties to be rezoned to PUD; 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 in the City of Shawnee, Oklahoma, to-wit LOTS SEVEN (7) AND EIGHT (8), BLOCK ONE (1), COLLEGE VIEW ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION C-2; SUBURBAN OFFICE COMMERCIAL DISTRICT TO PUD; PLANNED UNIT DEVELOPMENT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this _____ day of _____, 2018.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

7.

Meeting Date: 05/07/2018

Insurance Rates

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider approval of Fiscal Year 2018-2019 Insurance Rates for Blue Cross/Blue Shield, Delta Dental and Vision Service Plan (VSP) and approve payment of rate increase for health insurance for non-union employee group by City.

Attachments

Insurance Memo



Date: May 2, 2018
To: Mayor and City Commissioners
From: Cynthia Arnold, Finance Director/Treasurer
RE: Health Insurance

Nature of the Request:

To increase the health insurance contribution from the City to absorb the increase of the 2018-2019 Blue Cross Blue Shield rates.

Staff Analysis, Considerations:

The insurance work group worked with Blue Cross Blue Shield to get the best possible rate for the City. The original quote had an increase of 6.5% with the final negotiated rate of 2.8% with no modifications to the plan. The City offers 3 different plans. 750, 1000, and a 2,000 plan. All contributions are based on the 2,000 plan. Should the employees desire a richer plan then they would be responsible to pay the difference. The cost to the city would roughly be \$70,000.

Blue Cross Blue Shield rates for 2018-2019 (City contribution- with 2.8% increase)

	<u>Current</u>	<u>Proposed</u>	<u>Difference</u>
Employee only	\$401.52	\$ 414.54	\$ 13.02
Emp + Spouse	\$756.72	\$ 784.84	\$ 28.12
Emp + Children	\$705.56	\$ 729.76	\$ 24.20
Emp + Family	\$981.26	\$1020.68	\$ 39.42

Employee rates per month with 0% increase

	<u>Current</u>
Employee only	\$76.04
Emp + Spouse	\$275.56
Emp + Children	\$187.10
Emp + Family	\$466.16

Recommendation

Staff is recommending approving the additional health insurance contributions for non-union employees. Union employees will have to be negotiated per their contract.

Budget Consideration:

The increase will be incorporated into the new budget for fiscal year 2018-2019

Regular Board of Commissioners

8.

Meeting Date: 05/07/2018

Budget

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation of preliminary budget for small and miscellaneous funds Fiscal Year 2018-2019.

Attachments

Budget



STREET AND ALLEY FUND 101

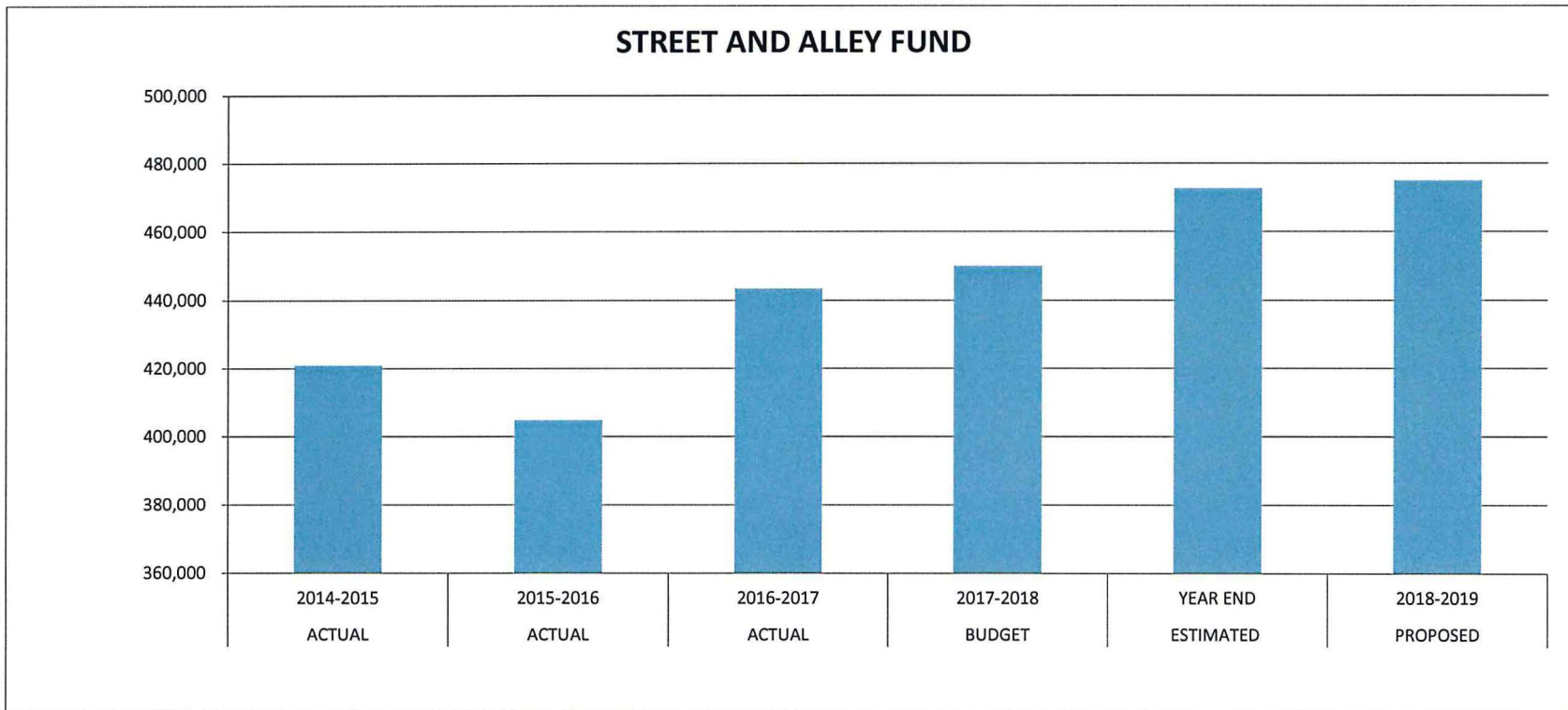
DRAFT BUDGET

2018-2019

**STREET AND ALLEY FUND
FUND 101**

6/30/2017	(14,354.00)
REVENUES	492,800.00
EXPENSES	(472,775.00)
ESTIMATED 06/30/2017	5,671.00

7/1/2018	5,671.00
REVENUES	476,975.00
EXPENSES	(475,000.00)
ESTIMATED 06/30/2018	7,646.00



STREET AND ALLEY FUND							
Fund 101							
	Description	ACTUAL	ACTUAL	ACTUAL	BUDGET	ESTIMATED	PROPOSED
REVENUES		2014-2015	2015-2016	2016-2017	2017-2018	YEAR END	2018-2019
101-4006	MOTOR VEHICLE TAX	234,932	226,586	214,029	235,000	236,750	235,000
101-4007	EXCISE TAX	56,907	61,149	56,267	57,000	57,450	60,000
	TOTAL TAXES	291,839	287,735	270,297	292,000	294,200	295,000
101-4249	OTHER PERMITS	1,125	2,825	2,560	2,000	2,100	2,000
101-4701	INTEREST INCOME						
101-4822	OTHER MISC INCOME	6,358	6,360	6,360	6,500	6,500	6,500
	TRANSFER		57,640	100,240	150,000	190,000	173,475
	OTHER	7,483	66,825	109,160	158,500	198,600	181,975
	TOTAL INCOME	299,322	354,560	379,457	450,500	492,800	476,975
EXPENSES							
EXPENDITURES							
5-0920-5320	NATURAL GAS						
5-0920-5321	ELECTRICITY	420,911	404,750	443,452	450,000	472,775	475,000
5-0920-5420	CAPITAL OUTLAY					-	
	TOTAL EXPENSES	420,911	404,750	443,452	450,000	472,775	475,000



911 FUND 102

DRAFT BUDGET

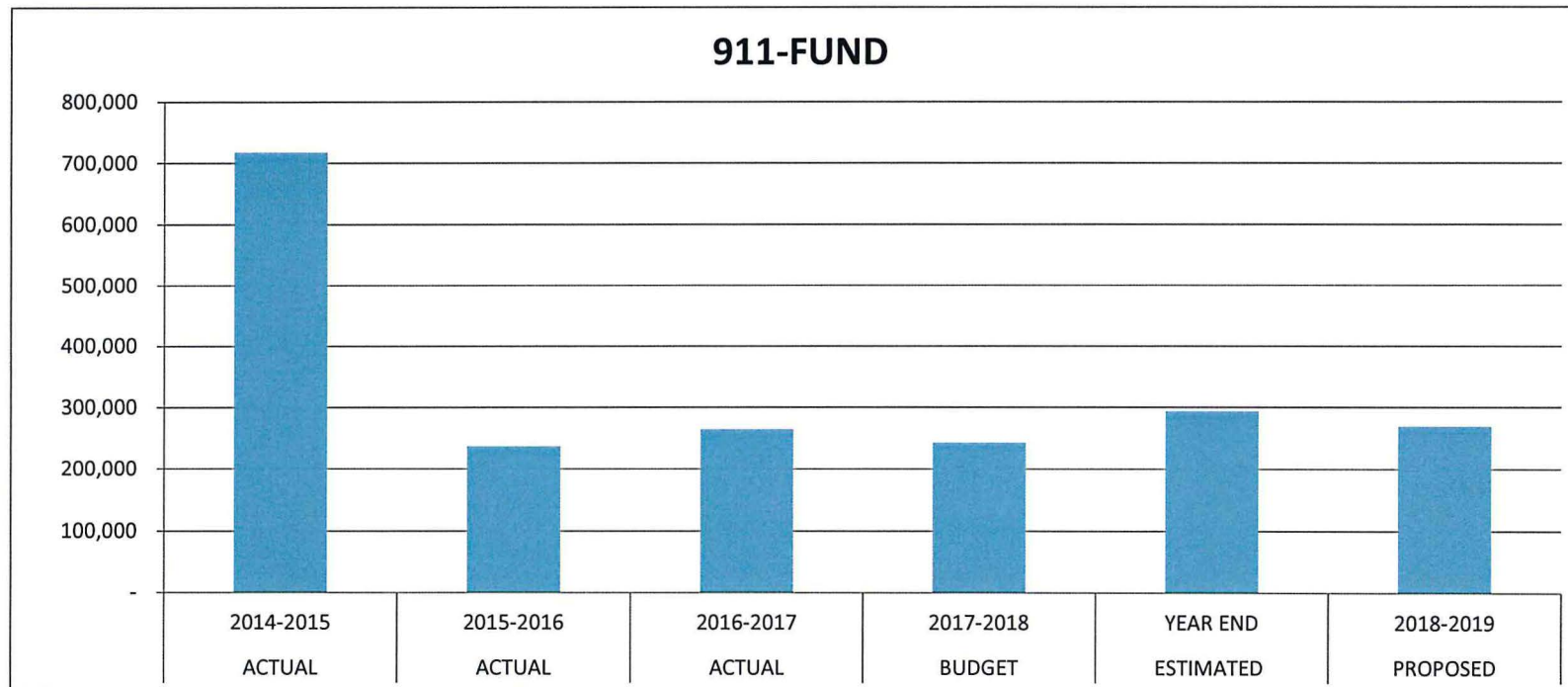
2018-2019

**911-Fund
FUND 102**

BEGINNING FUND BALANCE

7/1/2016	74,628.00
REVENUES	277,402.00
EXPENSES	(294,212.00)
ESTIMATED 06/30/2017	57,818.00

7/1/2017	57,818.00
REVENUES	282,950.04
EXPENSES	(269,946.24)
ESTIMATED 06/30/2018	70,821.80



E-911 fund FUND 102							
Number	Description	ACTUAL 2014-2015	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
REVENUES							
102-4012	E-911 TRANSFER	216,083 500,000	212,359 -	314,054 -	249,900	277,402	282,950
TOTAL REVENUES		716,083	212,359	314,054	249,900	277,402	282,950
102-5-0740-5210	OFFICE & COMPUTER SUPP	-	-	-	-	-	-
102-5-0740-5220	TOOLS & MINOR EQUIP	-	-	1,235	-	-	-
102-5-0740-5325	TELEPHONE	134,471	151,696	170,530	158,100	180,000	183,600
102-5-0740-5350	SOFTWARE PURCHASES	13,787	8,641	-	16,000	15,000	16,000
102-5-0740-5345	TRAVEL		-	-	2,500	-	2,500
102-5-0740-5340	TRAINING	1,940	43,504	1,086	10,000	-	10,000
102-5-0740-5399	CONTINGENCY	13,236	33,471	92,374	-	42,500	-
102-50740-5450	CAPITAL OUTLAY-EQUIP TRANSFER TO FUND BALANCE	555,083	-		56,712	56,712	57,846
TOTAL EXPENSES		718,516	237,312	265,225	243,312	294,212	269,946



REVOLVING OIL & GAS

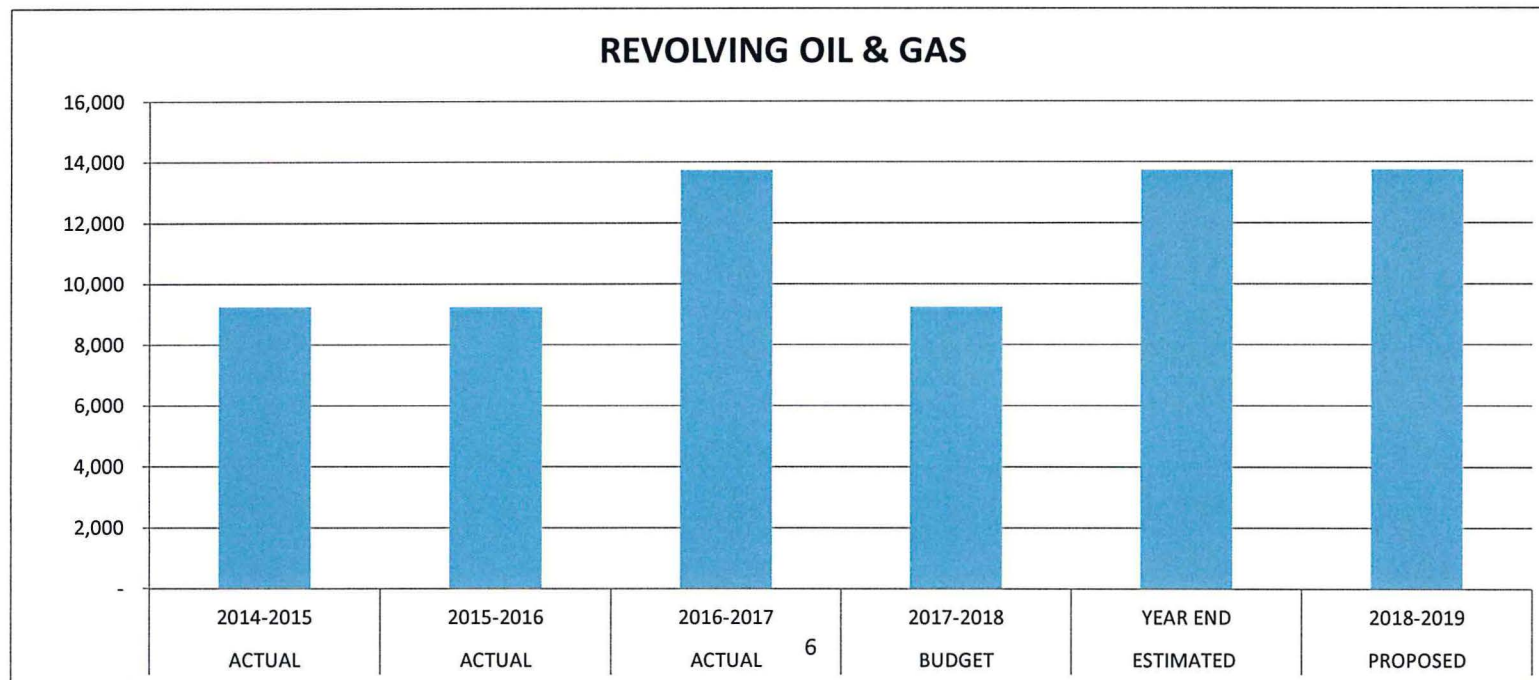
FUND 103

DRAFT BUDGET

2018-2019

**REVOLVING OIL & GAS
FUND 103**

FUND BALANCE 06/30/2017	283,229.00
REVENUES	13,750.00
EXPENSES	-
EST FUND BALANCE 06/30/18	296,979.00
EST FUND BALANCE 07/01/2018	296,979.00
REVENUES	13,752.00
EXPENSES	(9,250.00)
EST FUND BAL 06/30/19	301,481.00



**REVOLVING OIL & GAS
FUND 103**

Number REVENUES	Description	ACTUAL 2014-2015	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
103-4207	DRILLING PERMITS						
103-4208	RENEWAL PERMITS	9,250	9,250	13,750	9,250	13,750	13,752
103-4213	PLUGGING FEES		-				
	TOTAL REVENUE	9,250	9,250	13,750	9,250	13,750	13,752
EXPENSES							
103-5-0710-5314	INSPECTIONS & TESTING	-	-	-	9,150	-	9,150
103-5-0710-5353	LEGAL ADVERTISING	-	-	-	-	-	-
103-5-0710-5399	CONTINGENCY	-	-	-	100	-	100
	TOTAL EXPENSES	-	-	-	9,250	-	9,250



SPAY AND NEUTER FUND 105

DRAFT BUDGET

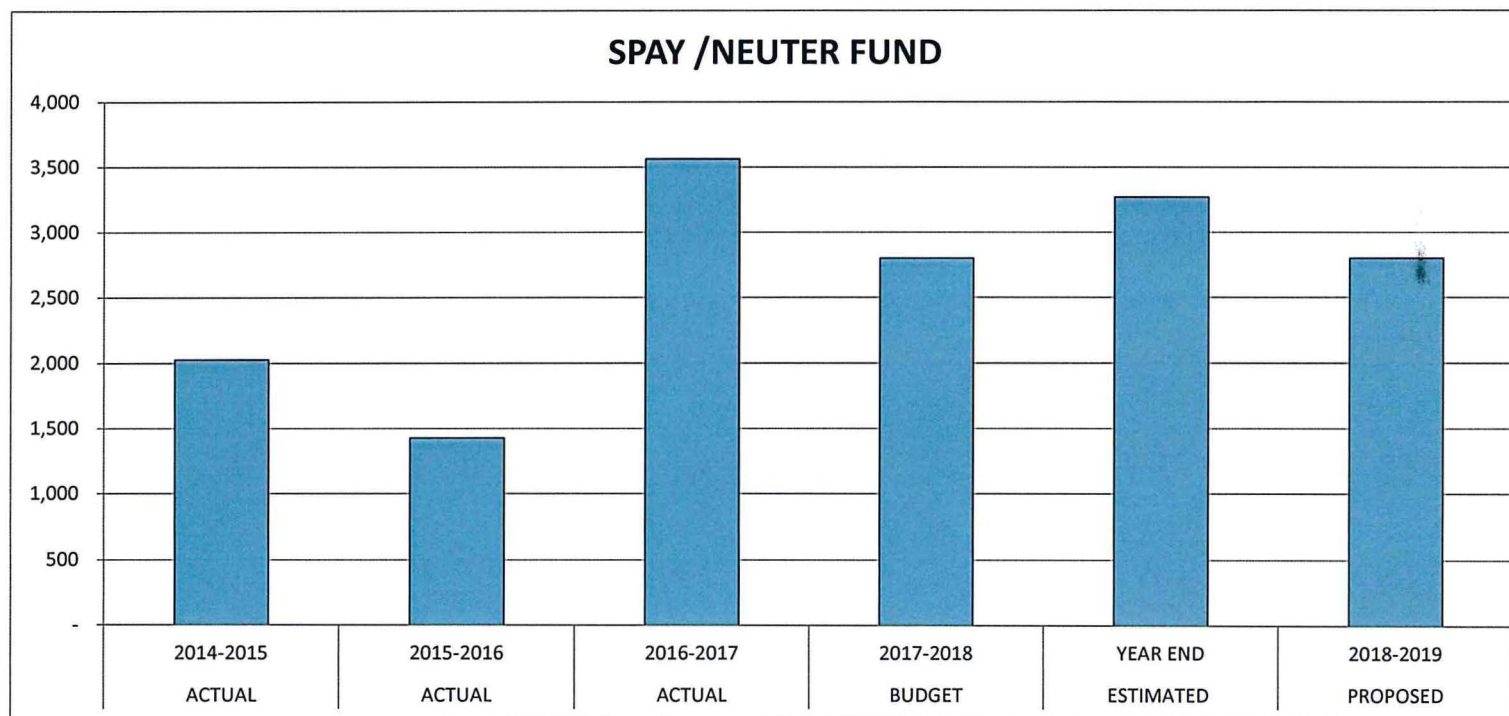
2018-2019

**SPAY /NEUTER FUND
FUND 105**

FUND BALANCE 06/30/2017	20,225.00
REVENUES	2,700.00
EXPENSES	(3,266.00)
EST FUND BALANCE 06/30/18	19,659.00

EST FUND BALANCE 07/01/2018	19,659.00
REVENUES	3,000.00
EXPENSES	(2,800.00)

EST FUND BAL 06/30/19	19,859.00
------------------------------	------------------



**SPAY /NEUTER FUND
FUND 105**

Number REVENUES	Description	ACTUAL 2014-2015	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END
105-4701	INTEREST INCOME					
105-4814	SPAY/NEUTER REVENUE	3,500	2,505	1,776	3,000	2,700
TOTAL REVENUES		3,500	2,505	1,776	3,000	2,700
EXPENSES						
105-5-0640-5366	SPAY/NEUTER EXP/REFUNDS	2,025	1,425	3,563	2,800	3,266
Total expenses		2,025	1,425	3,563	2,800	3,266



HOTEL MOTEL SURCHARGE

FUND 106

DRAFT BUDGET 2018-2019

**HOTEL/MOTEL SURCHARGE
FUND 106**

BEGINNING FUND BALANCE

7/1/2017	\$	105,351.00
REVENUES	\$	482,302.04
EXPENSES	\$	(468,159.60)
ESTIMATED 06/30/2018	\$	119,493.44

7/1/2018	\$	119,493.44
REVENUES	\$	494,359.59
EXPENSES	\$	(473,241.61)
ESTIMATED 06/30/2019	\$	260,104.86



**HOTEL/MOTEL SURCHARGE
FUND 106**

Number REVENUES	Description	ACTUAL 2014-2015	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
106-4004 106-4102	HOTEL/MOTEL SURCHARGE STATE GRANT REVENUES	505,637	496,772	490,032	497,125	482,302	494,360
TOTAL REVENUES		505,637	496,772	490,032	497,125	482,302	494,360
106-5-5020-5339 106-5-5020-5399	OTHER CONTRACTUAL SERV CONTINGENCY	507,888	421,729	515,989	497,125	460,660 7,500	473,242
TOTAL EXPENSES		507,888	421,729	515,989	487,675	468,160	473,242



POLICE SALES TAX

FUND 107

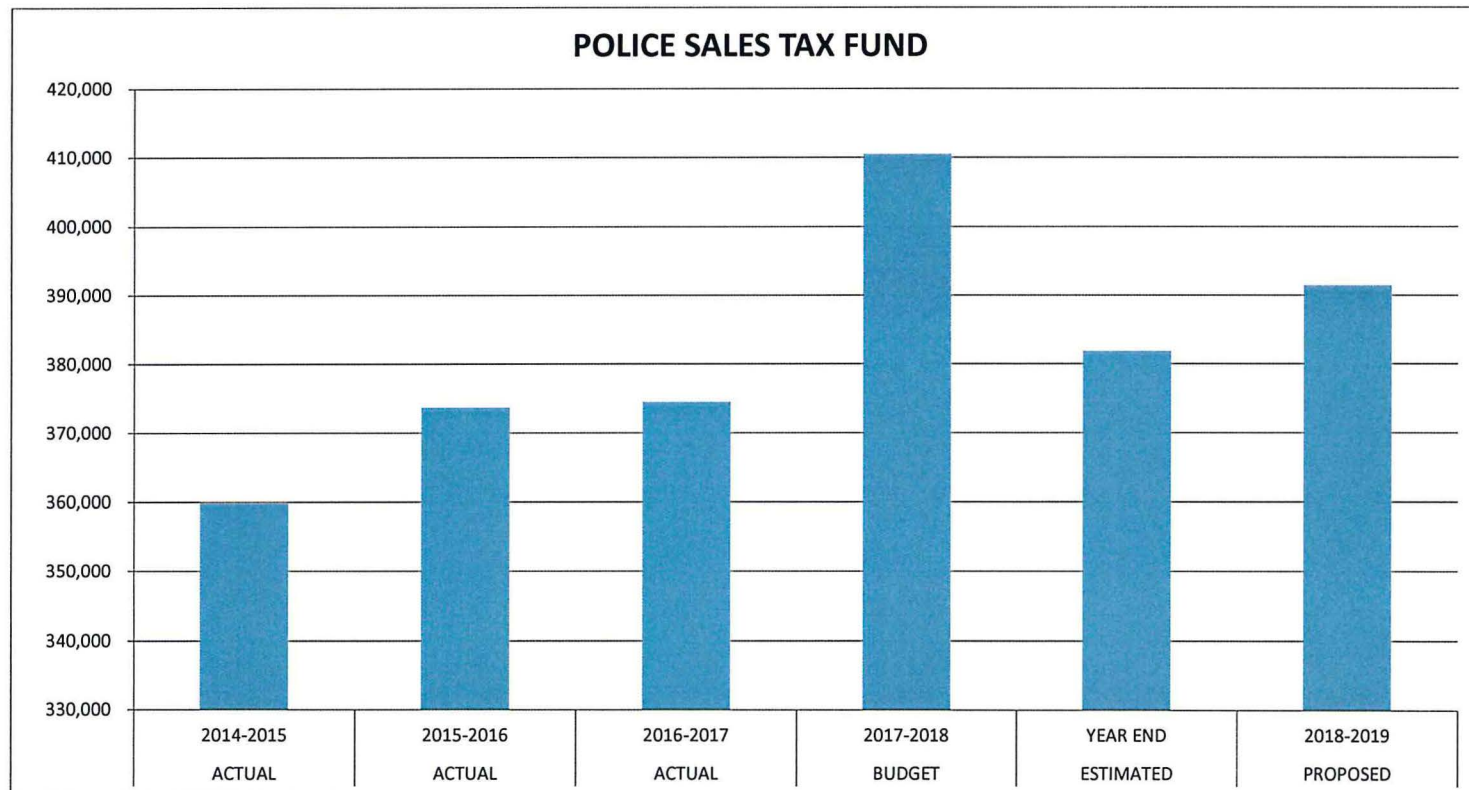
DRAFT BUDGET 2018-2019

**POLICE SALES TAX FUND
FUND 107**

BEGINNING FUND BALANCE

7/1/2017	\$	52,642.00
REVENUES	\$	382,303.65
EXPENSES	\$	(381,933.65)
ESTIMATED 06/30/2018	\$	53,012.00

6/30/2018		
REVENUES	\$	391,741.99
EXPENSES	\$	(391,481.99)
ESTIMATED 06/30/2019	\$	53,272.00



**POLICE SALES TAX FUND
FUND 107
REVENUES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
4001	SALES TAX	360,751	373,875	377,736	410,525	381,934	391,482
	TOTAL SALES TAX	360,751	373,875	377,736	410,525	381,934	391,482
4701	INTEREST INCOME	0		0			
4702	INTEREST INC. - SALES TAX	275	284	258	250	370	260
	TOTAL INTEREST INCOME	275	284	258	250	370	260
	TOTAL SALES & INTEREST INCOME	361,026	374,160	377,994	410,775	382,304	391,742

EXPENSES

ACCOUNT NUMBER	Description	ACTUAL 2014-2015	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
5.0620.5399	CONTINGENCY	-	-	-	-	-	-
	TOTAL CONTINGENCY				-	-	-
5.5030.5601	TRANSFERS TO GENERAL FUND	359,859	373,768	374,572	410,525	381,934	391,482
	TOTAL TRANSFER TO OTHER FUNDS	359,859	373,768	374,572	410,525	381,934	391,482



FIRE SALES TAX FUND

FUND 108

DRAFT BUDGET 2018-2019

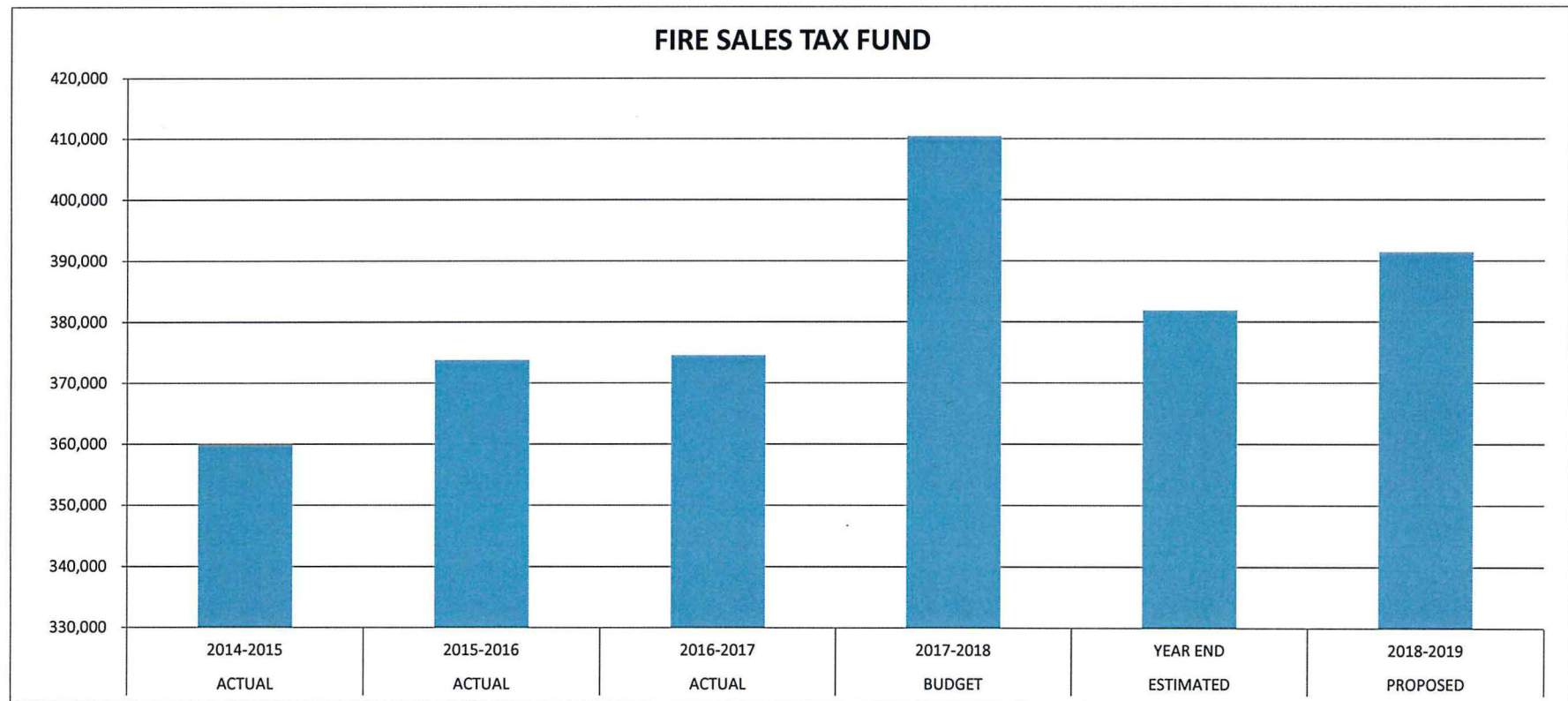
**FIRE SALES TAX FUND
FUND 108**

BEGINNING FUND BALANCE

7/1/2017	\$	52,642.00
REVENUES	\$	381,933.65
EXPENSES	\$	(381,933.65)
ESTIMATED 06/30/2018	\$	52,642.00

6/30/2018

REVENUES	\$	391,741.99
EXPENSES	\$	(391,481.99)
ESTIMATED 06/30/2019	\$	52,902.00



**FIRE SALES TAX
FUND 108
REVENUES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
4001	SALES TAX	360,751	373,875	377,736	410,525	381,934	391,482
	TOTAL SALES TAX	360,751	373,875	377,736	410,525	381,934	391,482
4701	INTEREST INCOME	0		0			
4702	INTEREST INC. - SALES TAX	275	284	258	250	0	260
	TOTAL INTEREST INCOME	275	284	258	250	0	260
	TOTAL SALES & INTEREST INCOME	361,026	374,160	377,994	410,775	381,934	391,742

EXPENSES

ACCOUNT NUMBER	Description	ACTUAL 2014-2015	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
5.0620.5399	CONTINGENCY	-	-	-	-	-	-
	TOTAL CONTINGENCY				-	-	-
5.5030.5601	TRANSFERS TO GENERAL FUND	359,859	373,768	374,572	410,525	381,934	391,482
	TOTAL TRANSFER TO OTHER FUNDS	359,859	373,768	374,572	410,525	381,934	391,482
	TOTAL CONTINGENCY & TRANSFERS	359,859	373,768	374,572	410,525	381,934	391,482