

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

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of 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.

2. Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)
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 Poire, Shawnee Middle School
Allie Ratcliff, Shawnee Middle School
DezaRae Simmons, Shawnee Middle School
Olivia Stevenson, Shawnee Middle School
4. Mayor's Proclamations:

"Family Promise Day"
April 24, 2018

"Loyalty Day"
May 1, 2018
5. Presentation by City Manager to Employee of the Month, Sandra Herron, Utility Billing Department.
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.)*
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.)*
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.)*
9. Consideration of a Preliminary Plat for Maple Development, LLC located on Shawnee Mall Drive, Ease 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.)*

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.
11. Acknowledge Sale Tax Report received April 2018.
12. City Manager Report
13. New Business
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
14. Commissioners Comments
15. 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: 04/16/2018

CC Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the April 2, 2018 regular meeting.

Attachments

CC Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

APRIL 2, 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 2, 2018 at 6:00 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance.

Richard Finley

Mayor

Dub Bushong

Commissioner Ward 1

Ron Gillham

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Darren Rutherford

Commissioner Ward 4

Lesa Shaw

Commissioner Ward 5

Ben Salter

Commissioner Ward 6

ABSENT: None

INVOCATION

Don Lynch,
Emergency Management Director

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the March 19, 2018 regular meeting.
- b. Mayor's Appointments

Contract Review Committee

Ken McDowell 1st Full Term Expires 01/01/2021
Appointment to New Committee

Ray Belford 1st Full Term Expires 01/01/2021
Appointment to New Committee

Vice Mayor James Harrod
Appointment to New Committee by Position

- Commissioner Shaw inquired about the cost for the agreement with Crawford and Associates. Staff advised it is an annual contract with Crawford and Associates and over the past three years, the amount paid to them has ranged from about \$25,000.00 to \$35,000.00 annually. It is a contract based on rates and not a flat rate.

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

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

Ms. Holly Gordon thanked those who participated with the recent Blue Zones events.

Ms. Gordon announced that this week is National Public Health Week. She stated that the Pottawatomie Alliance Toward Community Health (PATCH) is hosting, in partnership with Community Renewal, the Community Renewal Block Party on April 6, 2018 from 5:30 p.m. to 7:30 p.m. at Celebration of Life Park. She invited everyone attend.

Ms. Kate Joyce announced that the Fourth Annual Senior Stroll, which is in conjunction with Health Week, will be held on Wednesday, April 4, 2018 at 5:00 p.m. beginning at the Shawnee Senior Center. She stated that it is open to everyone.

AGENDA ITEM NO. 3:

Mayor's Proclamations:

"National Public Safety
Telecommunications Week"
April 8-14, 2018

The Mayor's Proclamation for "National Public Safety Telecommunication Week" was presented by Mayor Finley.

"Fair Housing Month"
April 2018

The Mayor's Proclamation for "Fair Housing Month" was presented by Mayor Finley.

AGENDA ITEM NO. 4:

Presentation of Annual Report by Visit
Shawnee, Inc. (VSI).

Mr. Ken Stafford, Visit Shawnee Inc. (VSI) Chairman, introduced the President/CEO of VSI, Ms. Danielle Mason-Rains.

Ms. Mason-Rains stated that VSI was founded as a 501(c)(6) non-profit organization with a primary purpose of promoting travel and tourism to the City of Shawnee. VSI provides support in the form of event funding, tour arrangements, assistant with hotel rooms and rates, and providing welcome bags. VSI's goal is to highlight Shawnee as the perfect city to host an event or meeting.

Ms. Mason-Rains reported the following occurred in 2017:

- VSI provided over \$109,000.00 in event funding support to 40 events;

- VSI launched a new website complete with new content, photographs, blog, interactive chat option and a book direct link that makes it simple for visitors to book their hotel rooms online;
- VSI was recognized by Frontier Country Marketing Association as “Best Travel and Tourism Website.”
- VSI also partnered with the City of Shawnee to host a photo contest to collect new photos of Shawnee and the surrounding areas.

She also reported that VSI launched a hospitality training program for frontline employees who directly interact with visitors in 2018.

Other major goals for 2018 include:

- Developing a set analysis for determining direct and indirect economic impact that events and meetings have on Shawnee;
- Developing a long-term vision for the VSI organization;
- Making a concentrated effort to recruit new events to Shawnee; and
- Increasing Shawnee’s presence in local and national media.

AGENDA ITEM NO. 5:

Consider and take action with respect to an ordinance of the City of Shawnee, Oklahoma, relating to the imposition of a city excise tax (sales tax) of one half of one percent (0.5%) (in addition to any and all other excise taxes now in force) to be levied upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma sales tax code; providing for the use of the proceeds of said excise tax; providing for the effective date and termination date of said excise tax; providing for no repeal of tax; providing for subsisting state permits; providing for payment of tax; providing that the tax is in addition to taxes currently levied; incorporating certain provisions of prior city ordinances; providing for amendments to this ordinance; providing that the provisions of this ordinance are cumulative and in

addition to any and all taxing provisions of other city ordinances; providing for severability of provisions; and containing other provisions related thereto.

City Manager Justin Erickson stated that Agenda Item Nos. 5 and 6 are related and gave a staff report regarding both. On March 5, 2018, the City Commission directed staff to prepare the necessary documents to call for an election for the temporary establishment of a ten (10) year one-half of one percent (0.5%) sales tax to fund capital projects. If passed, the additional sales tax would be split with one eighth of one percent (0.125%) expended for police, fire, and emergency management projects, one eighth of one percent (0.125%) expended for street and road projects, and one quarter of one percent (0.25%) expended for public parks and facilities projects. If passed, the sales tax shall be levied beginning on October 1, 2018, and shall cease after September 30, 2028.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to approve an ordinance of the City of Shawnee, Oklahoma, relating to the imposition of a city excise tax (sales tax) of one half of one percent (0.5%) (in addition to any and all other excise taxes now in force) to be levied upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma sales tax code; providing for the use of the proceeds of said excise tax; providing for the effective date and termination date of said excise tax; providing for no repeal of tax; providing for subsisting state permits; providing for payment of tax; providing that the tax is in addition to taxes currently levied; incorporating certain provisions of prior city ordinances; providing for amendments to this ordinance; providing that the provisions of this ordinance are cumulative and in addition to any and all taxing provisions of other city ordinances; providing for severability of provisions; and containing other provisions related thereto.

Ordinance No. 2633NS was introduced.

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA, RELATING TO THE IMPOSITION OF A CITY EXCISE TAX (SALES TAX) OF ONE HALF OF ONE PERCENT (0.5%) (IN ADDITION TO ANY AND ALL OTHER EXCISE TAXES NOW IN FORCE) TO BE LEVIED UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TAXABLE UNDER THE OKLAHOMA SALES TAX CODE; PROVIDING FOR THE USE OF THE PROCEEDS OF SAID EXCISE TAX; PROVIDING FOR THE EFFECTIVE DATE AND TERMINATION DATE OF SAID EXCISE TAX; PROVIDING FOR NO REPEAL OF TAX; PROVIDING FOR SUBSISTING STATE PERMITS; PROVIDING FOR PAYMENT OF TAX; PROVIDING THAT THE TAX IS IN ADDITION TO TAXES CURRENTLY LEVIED; INCORPORATING CERTAIN PROVISIONS OF PRIOR CITY ORDINANCES; PROVIDING FOR AMENDMENTS TO THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE ARE CUMULATIVE AND IN ADDITION TO ANY

AND ALL TAXING PROVISIONS OF OTHER CITY ORDINANCES; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2633NS was adopted by the City Commission.

AGENDA ITEM NO. 6:

Consider and take action with respect to an ordinance authorizing the calling and holding of a special election in the City of Shawnee, state of Oklahoma (the "City"), on the 26th day of June, 2018, for the purpose of submitting to the registered qualified electors of said city the question of approval or rejection of ordinance No. 2633NS of the city relating to a one half of one percent (0.5%) excise tax (sales tax), in addition to all present city, county and state excise taxes, with the proceeds of said tax to be used to fund capital expenditures for the use and benefit of the city, or debt service in connection with capital expenditures, as more specifically set out in ordinance No. 2633NS of said city; declaring an emergency; and containing other provisions related thereto.

City Manager Justin Erickson stated this item is a companion action to Agenda Item No. 5. This item calls for said election and provides ballot language.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to approve an ordinance authorizing the calling and holding of a special election in the City of Shawnee, state of Oklahoma (the "City"), on the 26th day of June, 2018, for the purpose of submitting to the registered qualified electors of said city the question of approval or rejection of ordinance No. 2633NS of the city relating to a one half of one percent (0.5%) excise tax (sales tax), in addition to all present city, county and state excise taxes, with the proceeds of said tax to be used

to fund capital expenditures for the use and benefit of the city, or debt service in connection with capital expenditures, as more specifically set out in ordinance No. 2633NS of said city; declaring an emergency; and containing other provisions related thereto.

Ordinance No. 2634NS was introduced.

AN ORDINANCE AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF SHAWNEE, STATE OF OKLAHOMA (THE "CITY"), ON THE 26TH DAY OF JUNE, 2018, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVAL OR REJECTION OF ORDINANCE NO. 2633NS OF THE CITY RELATING TO A ONE HALF OF ONE PERCENT (0.5%) EXCISE TAX (SALES TAX), IN ADDITION TO ALL PRESENT CITY, COUNTY AND STATE EXCISE TAXES, WITH THE PROCEEDS OF SAID TAX TO BE USED TO FUND CAPITAL EXPENDITURES FOR THE USE AND BENEFIT OF THE CITY, OR DEBT SERVICE IN CONNECTION WITH CAPITAL EXPENDITURES, AS MORE SPECIFICALLY SET OUT IN ORDINANCE NO. 2633NS OF SAID CITY; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2634NS was adopted by the City Commission.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to approve emergency clause relating to Ordinance No. 2634NS. Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Shaw

AGENDA ITEM NO. 7:

Discussion and consideration of a capital improvement project list.

City Manager Justin Erickson stated that Staff recommends that the City Commission adopt a Capital Improvement Project List. He stated that it is not binding but signifies the intent to the public what the proposition does and how the money would be spent.

A motion was made by Commissioner Shaw, seconded by Vice Mayor Harrod, to approve and incorporate the list that has been attached to the April 2, 2018 Agenda, which includes the Capital Improvement Project List that can be funded with temporary sales tax. Motion carried 7-0.

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

AGENDA ITEM NO. 8:

Consideration of a resolution updating the City Fee Schedule by: (1) setting the water rates for residential and commercial use, both inside and outside the city limits, pursuant to subsections (a) and (b), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee; and (2) setting the sanitary sewer rates for residential and commercial use, both inside and outside the city limits, pursuant to sub-sections (b) and (c), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee; and providing for the re-adoption of the City Fee Schedule in whole. *(Part of recodification completed in 2017; does not raise current rates.)*

City Manager Justin Erickson explained the resolution does not raise any water rates but clarifies content when the recodification occurred in 2017 and includes the fees in the City's Fee Schedule.

Resolution No. 6560 was introduced.

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY: (1) SETTING THE WATER RATES FOR RESIDENTIAL AND COMMERCIAL USE, BOTH INSIDE AND OUTSIDE THE CITY LIMITS, PURSUANT TO SUBSECTIONS (a) AND (b), SECTION 26-26, ARTICLE II, CHAPTER 26 OF THE CITY CODE; AND (2) SETTING THE SANITARY SEWER RATES FOR RESIDENTIAL AND COMMERCIAL USE, BOTH INSIDE AND OUTSIDE THE CITY LIMITS, PURSUANT TO SUB-SECTIONS (b) AND (c), SECTION 26-27, ARTICLE II, CHAPTER 26 OF THE CODE OF THE CITY OF SHAWNEE; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to approve a resolution updating the City Fee Schedule by: (1) setting the water rates for residential and commercial use, both inside and outside the city limits, pursuant to subsections (a) and (b), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee; and (2) setting the sanitary sewer rates for residential and commercial use, both inside and outside the city limits, pursuant to sub-sections (b) and (c), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee; and providing for the re-adoption of the City Fee Schedule in whole.. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 9:

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. 10:

Commissioners Comments

Vice Mayor Harrod reminded everyone about the Shawnee Kiwanis Club Pancake Feed on Wednesday, April 4, 2018. It will be held at the Heart of Oklahoma Exposition Center from 7:00 a.m. to 7:00 p.m.

Commissioner Rutherford thanked Visit Shawnee, Inc. for their work in the community and their involvement in the photo contest.

Commissioner Shaw said she appreciates the progression on Fire Station No. 2. She appreciates the continued enthusiasm and efforts of the downtown business and the Shawnee Senior Center.

Commissioner Shaw inquired about the new website redesign; staff advised the new website would launch Tuesday, April 3, 2018.

Regarding the Comprehensive Plan, Commissioner Shaw asked the Mayor about the status of the steering committee and if a City Commissioner volunteered to be a part of that. Staff advised that the consultants were in town during the same time that the Blue Zones national team was in Shawnee. The consultants will be back in June 2018.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (6:44 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (6:47 P.M.)

AGENDA ITEM NO. 11:

Consideration and possible action to enter
into Executive Session for the purpose of
discussing City of Shawnee v. Modern Oil
Co., Pottawatomie County District Court
No. CV 2011-70, as authorized by 25 O.S.
§307 (B)(4).

A motion was made by Vice Mayor Harrod, seconded by Commissioner
Gillham, to enter into Executive Session for the purpose of discussing City of
Shawnee v. Modern Oil Co., Pottawatomie County District Court No. CV 2011-70,
as authorized by 25 O.S. §307 (B)(4). Motion carried 7-0.

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

AGENDA ITEM NO. 12:

Consideration and possible action to enter
into Executive Session for confidential
communications with legal counsel
regarding a pending claim, upon the advice
of legal counsel that public disclosure would
seriously impair the ability of the City to
process the claim in the public interest as
authorized by 25 O.S. §307(B)(4).

A motion was made by Commissioner Gillham, seconded by Commissioner
Rutherford, to enter into Executive Session for confidential communications with
legal counsel regarding a pending claim, upon the advice of legal counsel that
public disclosure would seriously impair the ability of the City to process the claim
in the public interest as authorized by 25 O.S. §307(B)(4). Motion carried 7-0.

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

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 6:49 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 7:21 P.M. WITH SIX MEMBERS PRESENT; COMMISSIONER GILLHAM DID NOT RETURN FROM EXECUTIVE SESSION.

AGENDA ITEM NO. 13:

Consider matters discussed in Executive Session regarding litigation in the case of City of Shawnee v. Modern Oil Co., Pottawatomie County District Court No. CV 2011-70, as authorized by 25 O.S. §307 (B)(4).

A motion was made by Commissioner Shaw, seconded by Commissioner Bushong, to authorize the City Attorney to execute the Agreed Journal Entry settling Pottawatomie County District Court Case No. CV-2011-70, per its terms. Motion carried 6-0.

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

AGENDA ITEM NO. 14:

Consider matters discussed in Executive Session regarding confidential communications between the City and the City Attorney concerning a pending claim which the City, with the advice of the City Attorney, has determined that disclosure would seriously impair the ability to the City to process the claim in the public interest as authorized by 25 O.S. Section 307(B)(4).

There was no action taken.

AGENDA ITEM NO. 15:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:22 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

LISA LASYONE, CMC
DEPUTY CITY CLERK

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

Meeting Date: 04/16/2018

Reports and Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for March 2018
 - Project Payment Report for March 2018
 - Planning Commission Minutes from March 7, 2018 meeting
-

Attachments

License Pymt Rpt

Project Pymt Rpt

PLN Minutes

** FEE CODE TOTALS **

			===== PAYMENT DISTRIBUTION =====			
FEE CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAI
ALARM	BURGLAR/FIRE ALARM LICENSE	8	200.00CR			200.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	19	285.00CR			285.00
DEMOL	DEMOLITION LICENSE FEE	1	75.00CR			75.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	4	400.00CR			400.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	7	550.00CR			550.00
EXT	EXTERMINATOR LICENSE FEE	2	50.00CR			50.00
IMERC	ITINERANT MERCHANT FEE	5	250.00CR			250.00
LAKEINSP	LAKE LEASE INSPECTION	5	375.00CR			375.00
LAKELEASE	LAKE LEASE	14	9,828.00CR			9,828.00
LAKEXFER	LAKE LEASE TRANFER FEE	1	1,000.00CR			1,000.00
MECH1	MECHANICAL CONTRACTOR INTIAL	4	400.00CR			400.00
MECH2	MECHANICAL CONTRACTOR RENEW	7	525.00CR			525.00
MIXER	MIXED BEVERAGE RENEWAL	2	1,800.00CR			1,800.00
PLUM1	PLUMBING CONTRACTOR INITIAL	2	200.00CR			200.00
PLUM2	PLUMBING CONTRACTOR RENEW	5	375.00CR			375.00
RESAL	RESIDENTIAL SALE	65	650.00CR			650.00
SIGN	SIGN HANGERS LICENSE FEE	2	150.00CR			150.00
SNOWC	SNOW CONE STAND LICENSE FEE	1	25.00CR			25.00
SOLID	SOLICITOR DAILY LICENSE	7	21.00CR			21.00
STORM	STORM CELLAR LICENSE FEE	1	75.00CR			75.00
TREE	TREE TRIMMING LICENSE FEE	3	75.00CR			75.00
TOTAL			17,309.00CR			17,309.00

04/04/2018 2:34 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 3/01/2018 TO 3/31/
SORTED BY: PRO

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	13,311.30CR
B2-ADD	BUILDING CONSTRUCTION ADD	68.00CR
B3-REMODEL	BUILDING CONSTRUCTION REM	1,304.86CR
B4-CARPORT	BUILDING CARPORT	118.00CR
B4-SHELTER	BUILDING SHELTER	118.00CR
B4-STORAGE	BUILDING STORAGE SHED	1,206.25CR
E2-ADD	ELECTRICAL ADDITION	54.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	436.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,429.00CR
P3-REMODEL	PLUMBING REMODEL	1,417.00CR
P5-SEPTIC	SEPTIC PERMIT	25.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	60.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	100.00CR
X-DEMO	DEMOLITION PERMIT	100.00CR
X-PLATFIN	PLAT REVIEW FINAL	252.00CR
X-SIGN	SIGN PERMIT	500.00CR
Z-OCCUP	OCCUPANCY PERMIT	200.00CR
TOTAL		20,699.91CR

04/04/2018 2:34 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 3/01/2018 TO 3/31/
SORTED BY: PRO

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	316.00CR
001-4202	BUILDING PERMITS	7,657.41CR
001-4203	PLUMBING PERMITS	5,700.00CR
001-4204	ELECTRICAL PERMITS	450.00CR
001-4205	ZONING PERMITS & APPLICATIONS	252.00CR
001-4206	HEATING & A/C PERMITS	1,375.00CR
001-4249	OTHER PERMITS	800.00CR
001-4822	OTHER MISC. REVENUE	39.50CR
101-4249	OTHER PERMITS	160.00CR
501-4510	WATER TAPS	3,950.00CR
799-1023	BANCFIRST GENERAL	20,699.91

PLANNING COMMISSION MINUTES

DATE: MARCH 7TH, 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, March 7th, 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 January 3rd, 2018 Planning Commission Meeting

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

Motion passed:

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 #P01-18 - A public hearing for consideration of approval for the 19th Hole Planned Unit Development located at Country Club Heights Addition, Section 1, Shawnee, OK (Deferred from January 3rd, 2018 Planning Commission)

Applicant: The Landrun Group, LLC

Chairman Bergsten asked for the staff report. Justin Debruin presented staff report. Mr. Debruin informed board the case was deferred from the January 3rd, 2018 Planning Commission meeting and an updated staff report was included in exhibit seven. Justin Debruin gave summary of location and highlights of project. Mr. Debruin described the major points that were brought up at previous meeting for hopes of resolution; first being time for the applicant to meet with the residents who protested development. Justin Debruin explained one point of contact appeared to happen by letter to be given to county club heights residents. Second point was to give applicant time to resolve city concerns as listed in January staff report and Mr. Debruin addressed that none of those changes were brought to staff within the sixty days. The last point that was brought up to staff was the request to explore the area of the country club and discussed the summary listed in updated staff report. Justin

Debruin informed the board of staff's findings; most of the area around request is zoned for residential use by the comprehensive plan, surrounding property uses and conformance along Highland Street for mixed uses. Justin Debruin stated that on the planning side, the request is feasible but discussed the existing covenants that affect this location and although the City does not enforce covenants, staff cannot recommend approval and all review should cease until covenants are resolved. Mr. Debruin asked if there were any questions. Vice-Chairman Cowen stated he was pro-development and hated seeing a property sit there and would like to see a solution to where applicant could move forward with their investment. Justin Debruin expressed how he believed subject property would be developed in future. Commissioner Kienzle asked for explanation of the "review shall cease" language used in staff report. Mr. Debruin stated it was looking for a resolution between the covenants and the PUD. Chairman Bergsten asked if the applicant were to reapply after six months, would they be charged the normal fees associated with the applications. Justin Debruin agreed. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. Jeff Diamond came forward and informed the board that multiple surrounding lot owners held a meeting and agreed they were not in favor of request. Mr. Diamond explained there was a brief discussion with Stephen Landes and stated that the original sixteen lot owners were the developers of the subdivision whom purchased nearly sixty acres that were carved into sixteen lots intended for single family homes per lot while rest of land were given to country club. Mr. Diamond stated they were against idea and asked Commission not to approve. David Bock came forward to speak stating he is also a property owner at country club heights and read over the existing covenants and explained that the intention of surrounding property is to keep the same big homes, on big lots. Mr. Bock read the purpose section of the City of Shawnee zoning code and asked if request was harmonious with existing subdivision. Mr. Bock respectfully asked that it be denied. Chairman Bergsten asked if anyone in favor would like to come forward. Stephen Landes came forward to speak in favor as applicant and discussed how project is located off the frontage and also addressed the concern with covenants. Mr. Landes believed once the property was platted that it would be outside of the covenants and also mentioned offering modernizing/amending covenants to negotiate. Stephen Landes explained the reasoning for the density of the houses. Chairman Bergsten informed Mr. Landes time was up. Stephen Landes asked for deferral. Chairman Bergsten closed the public portion of the meeting and asked if there were any questions, comments or a motion. Vice-Chairman Cowen asked Mr. Clover if applicant's request could legally go forward with covenants in place and Mr. Clover explained how it could not. Chairman Bergsten asked residents if board was to defer, would they be willing to have discussion with Mr. Landes and they stated it would be a waste of time. Commissioner Deem made a motion to deny, seconded by Vice-Chairman Cowen.

Motion denied:

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

NAY:

ABSTAIN:

AGENDA ITEM NO.5:

Case #P03-18 – A public hearing in consideration of approval for a Conditional Use Permit located at 7109 N. Kickapoo Avenue, Shawnee, OK (Deferred from January 3rd, 2018 Planning Commission)

Applicant: Nelmon Brauning

Chairman Bergsten asked for the staff report. Justin Debruin presented staff report and mentioned the case was deferred from the January 3rd, 2018 Planning Commission meeting. Mr. Debruin gave summary of location and request and informed the board that the applicants submitted a letter of overview for events. Justin Debruin explained reviewing other cities regulations for such events and listed ten conditions along with the revocability clause. Commissioner Deem asked if a requirement for security is provided in documentation and who is responsible for maintaining the peace. Mr. Debruin stated there is not but explained that the review by staff for each event will cover if it is necessary. Commissioner Walker asked if the ten acres listed in letter for use were included in conditions if approved. Justin Debruin stated that staff did not include it but can contain it

to a reasonable space. Commissioner Walker asked what the term “event” meant. Mr. Debruin mentioned staff could add specifications if needed but the conditions listed were an attempt to handle these questions. Commissioner Kienzle asked if a form would be in place and Justin Debruin agreed. Vice-Chairman Cowen mentioned the applicant only requesting weekends for events. Commissioner Walker asked for verification that a year from now the applicant would come back for City Commission approval for a permanent Conditional Use Permit. Mr. Debruin agreed and mentioned they could also request another yearly approval that would start on the day the City Commission approved request. Commissioner Matthews asked about the licensure required. Justin Debruin explained they are required to be licensed by the city. Commissioner Matthews asked for process regarding permit being revoked. Mr. Debruin informed him that it meant not allowing events at that time and staff has ability to enforce. Commissioner Walker asked if the revocation would be through staff’s department and Justin Debruin agreed. Commissioner Kienzle asked if permit was approved for a year, would the events be limited to weekends from 9-5. Mr. Debruin described how he felt item eight would cover it. Vice-Chairman Cowen stated he would like to see it contained to the ten acre area and asked Mr. Clover if neighbors were harmed by events what the process would be. Mr. Clover explained if events are handled the way they are listed there should be no issues but if no remedy, there would be injunction. Chairman Bergsten asked if they would need to amend condition eight during motion. Justin Debruin asked if there was a particular reason to add this and Commissioner Kienzle stated that is their understanding with what the applicant requested and would not want to make a decision going off weekends only and then it happens every day of week. Commissioner Matthews asked what is defined as weekend and discussed holidays and if they would account for the weekend terminology. Mr. Debruin expressed this could be added to state at the discretion of the director. Justin Debruin detailed the changes to put in place; events shall be limited to the weekend defined as Saturday through Sunday with additional days allowed at discretion by Community Development Director and asked if those were appropriate. Mr. Clover agreed. Chairman Bergsten asked if there were any other questions. Vice-Chairman Cowen stated the hours for set up needed to be accounted for. Commissioner Kienzle explained how she didn’t see that being included in the operation hours. Mr. Debruin stated anything happening after hours would be accounted for through noise ordinances and etc. 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. Nelmon Brauning came forward to speak in favor and explained their plan for events but mentioned her concern for a sign to advertise. Chairman Bergsten closed the public portion of the meeting and asked if there were any questions, comments or a motion. Commissioner Kienzle thanked staff for the work put into this. Commissioner Walker made a motion to approve with amended conditions, seconded by Commissioner Matthews.

Motion:

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

NAY:

ABSTAIN:

AGENDA ITEM NO.6:

Case #P04-18 – A public hearing in consideration of approval for a Rezone from R-1; Single Family Residential District to R-2; Combined Residential District, located at 2204 N. Leo Avenue, Shawnee, OK

Applicant: Marical Brothers Real Estate, LLC

Chairman Bergsten asked for staff report. Brittney Burton presented staff report and stated location is currently vacant and located two blocks south of Golden Acres off MacArthur Street at 2204 N. Leo

Avenue. Ms. Burton explained the property directly south was rezoned to R-2 by current applicants. Staff finds no issues with request and recommends approval. Chairman Bergsten asked if there were any questions. There were none and 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 Kienzle made a motion to approve, seconded by Commissioner Deem.

Motion:

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

NAY:

ABSTAIN:

AGENDA ITEM NO.7:

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

Applicant: TLP Associates, INC

Chairman Bergsten asked for the staff report. Justin Debruin presented staff report and specified location is where the Quality Inn is located and a portion of structure has been demolished. Mr. Debruin explained the request is to sub divide it to offer space for retail, with two or three separate structures. Staff requests to defer project to April as there are no completed documents submitted. Chairman Bergsten asked if there were any questions. There were none and Chairman Bergsten opened the public portion of the meeting and asked if any 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 Kienzle made a motion to defer to April, seconded by Commissioner Rowell.

Motion:

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

NAY:

ABSTAIN:

AGENDA ITEM NO.8:

Case #S03-18 – Consideration of approval of a Preliminary Plat for Shawnee Retail Center located at 4900 N. Harrison Avenue, Shawnee, OK

Applicant: TLP Associates, INC

Chairman Bergsten asked for the staff report. Justin Debruin informed the board that staff report was combined with previous case and request deferral. Chairman Bergsten asked if there were any questions. There were none and Chairman Bergsten opened the public portion of the meeting and asked if any 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 Kienzle made a motion to defer to April, seconded by Commissioner Rowell.

Motion:

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

NAY:

ABSTAIN:

AGENDA ITEM NO.9:

Case #P06-18 – A public hearing in consideration of approval for a Rezone from A-1; Rural Agricultural District to R-3; Multi-Family Residential District, located at 3900 N. Union Avenue, Shawnee, OK

Applicant: Nelmon Brauning

Chairman Bergsten asked for staff report. Brittney Burton presented staff report and informed the board the property is off Union Avenue, south of the middle school. The applicant is requesting to construct a retirement community for ages 55 and over, one story with four to six units per building. The request today is to rezone it from A-1 to R-3 and property is currently vacant. Ms. Burton stated sewer would have to be extended but applicant is prepared to do what is necessary. Brittney Burton explained exhibit two showed an additional location that was previously built for comparison. Ms. Burton explained the multi-family development standards would be followed. Staff recommends approval. Chairman Bergsten asked if plat would come before board if approved and Brittney Burton agreed. Chairman Bergsten asked if there were any questions. There were none and 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. B.J. and Cindy Guinn came forward to speak and stated they were not necessarily for or against but had some questions. Cindy Guinn asked if there would be a barrier dividing the properties. Brittney Burton and Justin Debruin explained six foot fence is required. B.J. Guinn asked about road coming in off Bell Street and how would it go into retirement community. Mr. Debruin stated road doesn't exist. B.J. Guinn also discussed how if it was rezoned but applicant decided not to build this, that is something that they aren't in favor of. Cindy Guinn asked if each proposal would come before board for approval or would it just go through. Justin Debruin stated it would be rezoned. Chairman Bergsten stated a plat would come forward then. Cindy Guinn mentioned concern with how far facilities would be from their property. Mr. Debruin informed them that would come at a later date. 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 Kienzle commented on request being a great use. Commissioner Kienzle made a motion to approve, seconded by Commissioner Deem.

Motion:

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

NAY:

ABSTAIN:

AGENDA ITEM NO.10:

Case #P07-18 – A public hearing in consideration of approval for a Rezone from CP; Planned Shopping Center District to C-3; Highway Commercial District, located at 2327 N. Harrison Avenue, Shawnee, OK

Applicant: Amerco Real Estate Company

Chairman Bergsten asked for staff report. Justin Debruin presented staff report and informed board that request is located at the old Kmart building off Harrison Avenue and structure is around 84,000 square feet.

Mr. Debruin explained that research has shown Uhaul to repurpose larger sites that tend to be abandoned and have limited markets on reuse. Justin Debruin explained proposal to board and mentioned the requested zoning is similar to the current CP on site with similar densities as well. Mr. Debruin stated the traffic volumes would be reduced or stay same. Justin Debruin informed board that request is compatible with surrounding uses on site and staff recommends approval. Commissioner Kienzle asked where rental cars and trailer storage would be. Mr. Debruin stated he wasn't sure. Commissioner Kienzle asked if this was something that would come back to them to find out and Justin Debruin explained it would not but mentioned the exhibits show related images and content. Commissioner Kienzle stated the hours of operation appear to be limited. Mr. Debruin agreed and discussed protest letters from neighboring home owners. Commissioner Kienzle and Vice-Chairman Cowen mentioned Dunlop Street. Commissioner Deem described her concern with the aesthetics of building and asked if they could ask for landscaping standards. Justin Debruin went over the landscaping and façade requirements. Commissioner Deem asked theoretically if applicant could load the entire parking lot with trucks and Mr. Debruin agreed. Commissioner Kienzle asked if they could approve a rezone conditionally with landscaping standards. Justin Debruin stated he was unsure. Mr. Clover stated he believed they could only approve or disapprove. 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. Andrea Brown came forward to state she is a surrounding property owner and was happy to hear some of the information discussed. Mrs. Brown mentioned she doesn't believe it would look nice in middle of town and thought they weren't allowed in town anymore. Mrs. Brown explained retail stores may be a better fit with self-storage being out of balance and explained concerns with rodents and uncleanness. Pam Cook came forward stating she is currently a manager of a self-storage center and how it would hurt the current smaller businesses. Mrs. Cook believes it is more than what Shawnee needs. Chairman Bergsten asked if anyone would like to come forward to speak in favor. Scott Brackett came forward with Uhaul to describe what they offer and stated he would answer any questions. Commissioner Kienzle asked if propane and trailers were kept outside. Mr. Brackett agreed and explained a limited number of trucks and trailers would be kept in front and informed board of overloading procedure. Commissioner Kienzle asked if tree sustainability projects would be used at this site and Mr. Brackett agreed and described how they want the building to fit into the community. Commissioner Kienzle asked if hours were limited. Mr. Brackett stated it was about 50/50. Vice-Chairman Cowen asked how inside was portioned off. Mr. Brackett stated it would be metal. Commissioner Deem stated she assumed they did some sort of market survey and asked what the need is for their business in the community. Mr. Brackett informed her they would be able to support a full center there and storage is needed. Commissioner Deem asked if he was aware of the inventory of the self-storage units already existing. Mr. Brackett stated he did not believe they were full and that their company offers different storage uses. Commissioner Kienzle asked if supplies would come in at all hours. Mr. Brackett stated they did not. Eric Gerbitz came forward with Uhaul to go over details of location and asked if there were any questions. Vice-Chairman Cowen asked what was allowed in the interior storage. Mr. Gerbitz stated they regulate what goes in there so rodents do not get in and stated there would be a fire suppression system. Commissioner Kienzle asked if the employees stage trucks or what happens when trucks are returned. Mr. Gerbitz explained the system. Chairman Bergsten asked if there was a plan yet for where they would be staged. Mr. Gerbitz stated they did not know yet. Chairman Bergsten closed the public portion of the meeting and asked if there were any questions, comments or a motion. Vice-Chairman Cowen made a motion to approve, seconded by Commissioner Walker.

Motion:

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

NAY:

ABSTAIN:

AGENDA ITEM NO.11:

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

Applicant: Sid and Javal, INC

Chairman Bergsten asked for staff report. Justin Debruin presented staff report and discussed location with it being roughly 8.5 acres in size. Mr. Debruin informed the board that the plan is to split into five individual lots but are awaiting revisions so staff asks to defer until the April meeting. Chairman Bergsten opened the public portion of the meeting and asked if any 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 to April, seconded by Commissioner Rowell.

Motion:

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

NAY:

ABSTAIN:

AGENDA ITEM NO.12:

Case #S05-18 – Consideration of approval of a Preliminary Plat for First United Bank of Shawnee located at 2600 N. Harrison Avenue, Shawnee, OK

Applicant: Mr. William Fahrendorf

Chairman Bergsten asked for staff report. Justin Debruin presented staff report and stated location is at the corner of MacArthur and Harrison that was formerly the Joe Cooper site and is currently in process of being prepped. Mr. Debruin explained the 4.5 acre site is planned to be subdivided into two separate lots, with northern most lot being home to First United Bank. Justin Debruin mentioned landscaping would be incorporated and water lines are already served with sewer lines being extended. Staff recommends approval with three conditions. Chairman Bergsten opened the public portion of the meeting and asked if any 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. Austin Hahn came forward to speak in favor and stated he was here to answer any questions. Commissioner Matthews discussed traffic concerns with driveway off Harrison. Mr. Hahn stated they are proposing consolidating driveways. 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 approve with conditions listed, seconded by Commissioner Walker.

Motion:

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

NAY:

ABSTAIN:

AGENDA ITEM NO. 13:

Planning Director's Report

Justin Debruin presented report and gave update regarding comprehensive plan. Mr. Debruin informed board that at the February 20th, 2018 City Commission meeting, the city approved a contract with RDG Planning and Design and thanked Robbie Kienzle for being a part of the selection committee. Justin Debruin explained

the process would take around 13-14 months and an advisory committee would be selected that would include one Planning Commission member. Mr. Debruin stated he would follow up to see who would be willing to serve.

AGENDA ITEM NO. 14:

Commissioners Comments and/or New Business

Chairman Bergsten mentioned the Shawnee Academy will be coming at the end of March if anyone is interested in learning more about Shawnee.

AGENDA ITEM NO. 15:

Adjournment

Meeting was adjourned.


Chairman/Vice-Chairman

Cheyenne Pettigrew
Planning Commission Secretary

Regular Board of Commissioners

1.c.

Meeting Date: 04/16/2018

Budget Amendment 001

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Fund 001

To amend the budget for Highway Safety Grant for FY 2017-2018.

Attachments

Budget Amend 001

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	4101			Other Grant Revenue	200,000.00	24,000.00	224,000.00
				Total	-	24,000.00	24,000.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0620-5102			OVERTIME-PATROL	500,000.00	24,000.00	524,000.00
					-	-	-
					500,000.00	24,000.00	524,000.00

Approved by the City Commission this
04/16/2018

Explanation of Budget Amendment:
Amend budget for Highway safety grant for fiscal year
2017-2018

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

Regular Board of Commissioners

1.d.

Meeting Date: 04/16/2018

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfers:

TRANSFERS:

Lot 8 Magnino A Tract, 17230 Magnino Road

From: Jerry and Vicki Spivey

To: Terry Farris

Attachments

Farris Lake Lease

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. #032295
Type	☐ Renewal ☒ Transfer	
Commission Meeting Date	April 16 th , 2018	
Property Address	17230 MAGNINO ROAD	
Lake Site Location	LOT 8 MAGNINO A 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)	TERRY FARRIS	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	JERRY & VICKI SPIVEY	
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	07/02/2015	
Misc. Comments	 Total Charges Paid: \$1,703.00	

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# 032295**

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

TERRY FARRIS
of 4616 CLIPPER CROSSING EDMOND OK 73013 ,

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:

**17230 MAGNINO RD
LOT 8 MAGNINO A TRACT**

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

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

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

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

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

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

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

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

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

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

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

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

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

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

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

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

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

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

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

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

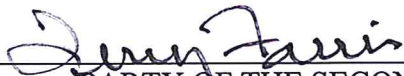
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

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

Meeting Date: 04/16/2018

Notice of Charter Election - Res. 6556

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the Notice of Charter Election pursuant to Resolution No. 6556.

AttachmentsNotice of Election - 6556

NOTICE OF ELECTION

PURSUANT TO RESOLUTION NO. 6556 OF THE CITY COMMISSION FOR THE CITY OF SHAWNEE, OKLAHOMA, THERE SHALL BE HELD A GENERAL ELECTION IN THE CITY OF SHAWNEE, OKLAHOMA, FOR THE PURPOSE OF ADOPTING AN ORDINANCE AMENDING SECTION FOUR AND SECTION SIX OF ARTICLE III OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, CHANGING THE TIME FOR THE BEGINNING OF TERMS FOR THE OFFICE FOR THE MAYOR AND THE CITY COMMISSIONERS, AND ALSO PROVIDING FOR THE DATES OF ELECTION OF THE VICE MAYOR; AND THAT SAID ELECTION SHALL BE CONDUCTED BY THE POTTAWATOMIE COUNTY ELECTION BOARD; AND THAT QUALIFIED ELECTORS MAY VOTE ON SAID ELECTION BY ABSENTEE BALLOT.

Section 1. Call for Election.

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

Section 2. Purpose of Election.

The special questions to be voted on in said election is to determine whether the City of Shawnee will adopt an Ordinance amending the Charter to set the term of office for Mayor and Commissioners to begin on the first Monday in the month following their election or runoff election and to elect the vice-mayor annually on the first Monday in the month following the general election or after the runoff election, if applicable, that particular year, or on the first Commission meeting in July in years without an election.

Section 3. Propositions

Proposition I

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

☐	For the above proposition
☐	Against the above proposition

Proposition II

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

- A On the first Monday in the month following the general election of the Mayor and Commissioner; or
- B On the first Monday in the month following a runoff election, if applicable that particular year; or
- C On the first commission meeting in July in years without an election?

☐	For the above proposition
☐	Against the above proposition

Section 4. Conduct of Election.

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

Section 5. Absentee ballots.

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

NOTICE TO THE PUBLIC HEREBY GIVEN THIS ____ day of _____, 2018.

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

1.f.

Meeting Date: 04/16/2018

Notice of Charter Election - Res. 6557

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the Notice of Charter Election pursuant to Resolution No. 6557.

Attachments

Notice of Election - 6557

NOTICE OF ELECTION

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

Section 1. Call for Election.

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

Section 2. Purpose of Election.

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

Section 3. Proposition.

Proposition III

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

☐	For the above proposition
☐	Against the above proposition

Section 4. Conduct of Election.

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

Section 5. Absentee ballots.

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

NOTICE TO THE PUBLIC HEREBY GIVEN THIS ____ day of _____, 2018.

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

1.g.

Meeting Date: 04/16/2018

IAFF Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

IAFF Memo

IAFF Contract



Office of the City Manager

MEMORANDUM

AGENDA: April 16, 2018

TO: Honorable Mayor and Members of the City Commission

FROM: Justin Erickson
Justin Erickson, City Manager

RE: **Collective Bargaining Agreement with the IAFF for Fiscal Year 2017-2018**

SUMMARY AND BACKGROUND

The City of Shawnee and the International Association of Fire Fighter (IAFF), Local No. 206 have reached an agreement concerning terms for the Collective Bargaining Agreement in effect from July 1 through June 30, consistent with the City's fiscal year.

Highlights of the proposed contract are as follows:

- Across the board pay increase of 1% retroactive to July 1, 2017 (same as Police Union and non-union employees received);
- An increase in the City's health insurance contribution to the same as non-union employees—retroactive to July 1, 2017 (same as Police Union); and
- Changes in Articles 16.08 and 20.04 of the CBA as noted below in addition to miscellaneous clean-up language or the removal of obsolete language:

16.08-now reads as follows:

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

20.04-now reads as follows:

Section 20.04. Firefighters shall comply with the work restrictions imposed by his/her treating physicians. Firefighters will notify the Fire Chief about secondary employment and should not engage in any secondary employment or other activities that would be in violation of restrictions

imposed by treating physician. A member on workers' compensation paid leave shall exercise reasonable and necessary care during the recuperation process.

BUDGET IMPACT

Funds are budgeted and available consistent with the agreed monetary matters listed in the contract.

RECOMMENDATION

Staff recommends approval of the Collective Bargaining Agreement with the International Association of Fire Fighters (IAFF), Local No. 206 for Fiscal Year 2017-2018.

Attachment



AGREEMENT BETWEEN
THE CITY OF SHAWNEE, OKLAHOMA
AND
LOCAL #206
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO/CLC
JULY 1, 2017 – JUNE 30, 2018

Contents

ARTICLE I PURPOSE OF AGREEMENT	3
ARTICLE II RECOGNITION.....	4
ARTICLE III AUTHORITY AND TERM.....	5
ARTICLE IVMANAGEMENT RIGHTS AND RESPONSIBILITIES.....	6
ARTICLE V PERSONNEL REDUCTION	8
ARTICLE VI UNIONRIGHTSANDRESPONSIBILITIES.....	9
ARTICLE VII PROHIBITION OF STRIKES	11
ARTICLE VIII GRIEVANCE PROCEDURE.....	12
ARTICLE IX HOURS AND WORK PERIOD	15
ARTICLE X OVERTIME, CALL-BACK AND OFF DUTY TRAINING	16
ARTICLE XI TRADING TIME	17
ARTICLE XII WORKING OUT OF CLASSIFICATION	18
ARTICLE XIII HEALTH AND LIFE	19
ARTICLE XIV MUTUAL RESPONSIBILITY	20
ARTICLE XV MILITARY LEAVE	21
ARTICLE XVI SICK LEAVE, FAMILY LEAVE, AND FUNERAL LEAVE.....	22
ARTICLE XVII VACATION	24
ARTICLE XVIII HOLIDAYS.....	25
ARTICLE XIX LEA VES OF ABSENCE.....	26
ARTICLE XX INJURY, WORKERS COMPENSATION AND EXPOSURE	27
A RTICLE XXI RULES AND REGULATIONS.....	30
ARTICLE XXII SAFETY COMMITTEE	31
ARTICLEXXIII LABOR/MANAGEMENT MEETINGS.....	32
ARTICLE XXIV CLOTHING AND EQUIPMENT	33
ARTICLE XXV LONGEVITY.....	35
ARTICLE XXVI EDUCATIONAL/SKILLS INCENTIVE AND TUITION ASSISTANCE	37
ARTICLE XXVII WAGES	40
ARTICLE XXVIII SAVINGS CLAUSE.....	42
ARTICLE XXIX MEDICAL EXAMINATIONS.....	43
ARTICLE:XXX ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICYANDPROCEDURES.....	44
APPENDIX A EFFECTIVE July 1, 2016	50

ARTICLE I

PURPOSE OF AGREEMENT

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

ARTICLE II RECOGNITION

Section 2.01. The City recognizes the Union as the sole and exclusive bargaining agent for all permanent employees of the Shawnee Fire Department, excluding the Fire Chief, and one administrative assistant. A permanent employee shall be an individual who has successfully completed the one (1) year probationary period.

ARTICLE III AUTHORITY AND TERM

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

Section 3.02. This Agreement shall be effective as of the 1st day of July, 2017 and shall remain in full force and effect until the 30th day of June, 2018.

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

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

ARTICLE IV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

- a. To determine Fire Department policy, including the right to manage the affairs of the Fire Department;
- b. To assign working hours, including overtime;
- c. To direct the members of the bargaining unit, including the right to terminate, suspend, discipline, promote or transfer any member subject to this Agreement and the grievance procedure hereinafter set forth;
- d. To determine the table of organization of the Fire Department, including the right to organize the Fire Department and the determination of job classifications and ranks based upon duties assigned;
- e. To determine the safety, health and property protection measures for the Fire Department;
- f. To allocate and assign work to the members of the bargaining unit within the Fire Department;
- g. To be the sole judge of the qualifications of applicants and training of new employees;
- h. To establish and enforce Fire Department rules, regulations and orders;
- i. To introduce new, improved or different methods and techniques of operation of the Fire Department or change existing techniques;
- j. To determine the number of employees and supervision necessary;

- k. To control the departmental budget;
- l. To take whatever actions may be necessary to carry out the mission of the City in situations of emergency

ARTICLE V

PERSONNEL REDUCTION

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

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

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

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

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

ARTICLE VI

UNION RIGHTS AND RESPONSIBILITIES

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

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

- a. OSFA Convention – Time Off as needed for attendance of the authorized delegates;
- b. Negotiations with the City – 15 minutes before the meeting throughout the meeting, and 15 minutes after;
- c. Safety committee – 5 minutes before the meeting, throughout the meeting, and 5 minutes after the meeting;
- d. PFFO Convention – Time off will be granted for three members to attend the convention for a period not to exceed three (3) days.

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

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

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

from those having deductions made. All changes, additions or deletions shall be made only with written authorization from the individual member. The union agrees to indemnify the City and hold harmless from any liability arising out of the City's reliance on the written request presented to it.

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

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

ARTICLE VII

PROHIBITION OF STRIKES

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

ARTICLE VIII GRIEVANCE PROCEDURE

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

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

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

- a. The grievance shall be discussed by the member with the Fire Chief or his designee. At or before the discussion, the grievant will advise what procedure or practice is being contested and which provision of this Agreement or prevailing practice is alleged to have been violated. Said member's Union President, or his alternate, shall be present at said discussion. The answer will be submitted by the Fire Chief or his designee in writing within twenty (20) calendar days of such discussion to the member(s) involved, and to the Union President.
- b. The parties agree to cooperate in the investigation of the grievance and to make available to each other upon reasonable request, any evidence that is relevant to the matter involved in the pending grievance.
- c. If the grievance is not settled by the provisions of Section 3(a) of this Article, it shall be submitted in writing to the Union Grievance Committee. Within twenty (20) calendar days of the Chief's written response, the Union Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement and shall advise the Chief of their decision to exercise either action provided for in sub-step (1) or (2) below.
 - i. If the Union Grievance Committee finds a grievance does not exist, it shall so inform the Fire Chief in writing, and no further proceedings shall be necessary.
 - ii. If the Union Grievance Committee finds a grievance does exist, the Grievance committee shall submit, in writing, the grievance to the City Manager for resolution advising the basis for such claim.

- d. The City Manager shall submit his answer in writing to the Union Grievance Committee, the member involved, and the Fire Chief within twenty (20) calendar days, specifying the basis for his decision. If the City Manager and the Union Grievance Committee have not settled the grievance within twenty (20) calendar days, it may be submitted to arbitration for resolution as follows:
- i. A request shall be made for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.
 - ii. Within fifteen (15) calendar days from the receipt of such panel, a representative of the Union and the City shall meet and alternately strike names until one (1) arbitrator remains who then shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
 - iii. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set within fifteen (15) calendar days from the date the arbitrator is notified of his selection.
 - iv. After the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and to the City.
 - v. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
 - vi. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.
 - vii. The cost of the impartial arbitrator shall be shared equally between the Union and the City. If a transcript of the proceedings is requested, the party requesting shall pay for it.

Section 8.04. All time limits set forth in this Article may be extended by mutual consent, but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance. If the City fails to answer in the time provided above, the grievance shall be considered valid and the remedy sought will be allowed. Such resolution will not establish a precedent for the parties. If the date an action is to take place falls on a Saturday, Sunday, or legal holiday as set forth in Article 18, then the act shall be performed on the next regularly scheduled business day.

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

- a. Where procured by corruption, fraud, or other undue means;
- b. Where the arbitrator was guilty of partiality, corruption, or misconduct;
- c. Where the arbitrator exceeded his powers;
- d. Where the award is in violation of state and/or federal law(s).

ARTICLE IX

HOURS AND WORK PERIOD

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

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

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

Section 9.04. Day members shall work a ten (10) hour day, four (4) days a week schedule. For all day members, there is in effect a standard seven (7) day work week that begins Sunday morning at 7:00 a.m. and ends the following Sunday morning at 7:00 a.m.

ARTICLE X

OVERTIME, CALL-BACK AND OFF DUTY TRAINING

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

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

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

Section 10.04. Off duty members shall receive pay one and one-half times their hourly rate of pay or compensatory time off at the rate of time and one-half, at their option, for each hour of attendance at training as required in writing by the Fire Chief.

Section 10.05. Any request by a member for voluntary non-incentive certifiable training will be considered on a case-by-case basis taking into consideration the benefit of the certified training course for the Fire Department. If a request for voluntary non-incentive certifiable training is approved by the Fire Chief, in writing, the Department will pay tuition as well as lodging and meals in compliance with the City's approved travel policy and will also allow the member time off for the training so long as the operations of the Fire Department are not impeded. Any member training off duty shall receive compensation time at the rate of one (1) hours of compensatory time for every hour of training and for every hour of travel for trips in excess of 75 miles one way. If more than two on the same shift seek voluntary training, those beyond two will count against the calendar. No person shall be bumped from training if the calendar is full.

Section 10.06. Members of the bargaining unit may use compensatory time in any manner they choose so long as the normal operations of the Fire Department are not impeded as determined by the officer in charge of the shift. Maximum accrual of compensatory time will be limited to two hundred sixty-four (264) hours.

ARTICLE XI

TRADING TIME

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

ARTICLE XII

WORKING OUT OF CLASSIFICATION

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

ARTICLE XIII HEALTH AND LIFE

Section 13.01. The City agrees to make group health insurance coverage available to all members of the bargaining unit. The City will pay a maximum of \$401.52 per month for single coverage; a maximum of \$705.56 for emp/children coverage; a maximum of \$756.72 a month for emp/spouse coverage and a maximum of \$981.26 a month for family coverage.

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

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

ARTICLE XIV

MUTUAL RESPONSIBILITY

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

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

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

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

ARTICLE XV MILITARY LEAVE

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

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

ARTICLE XVI

SICK LEAVE, FAMILY LEAVE, AND FUNERAL LEAVE

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

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

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

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

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

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

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

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

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

Section 16.09. Upon death, disability or service retirement, unused accumulated sick leave will be converted to vacation at a rate of one (1) vacation hour for every three (3) hours of accumulated sick leave up to a maximum of 1,344 sick leave (448 vacation) for twenty-four (24) hour shift members and a maximum of 960 hours sick leave (320 vacation) for day members. The converted hours shall not count against the member's regular vacation accrual.

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

ARTICLE XVII VACATION

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

Twenty-four (24) hour shift members:

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

Day Members

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

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

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

ARTICLE XVIII HOLIDAYS

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

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

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

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

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

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

ARTICLE XIX

LEAVES OF ABSENCE

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

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

- a. Jury duty required on scheduled days – members shall receive their regular salary or wages.
- b. If a member is involved in a personal court action, the member should be granted leave to attend to his business, but such time off will be charged to compensatory time, vacation, or holiday time in accordance with that Article.

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

ARTICLE XX

INJURY, WORKERS COMPENSATION AND EXPOSURE

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

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

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

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

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

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

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

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

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

Procedure:

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

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

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

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

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

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

ARTICLE XXI

RULES AND REGULATIONS

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

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

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

ARTICLE XXII SAFETY COMMITTEE

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

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

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

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

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

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

ARTICLE XXIII

LABOR/MANAGEMENT MEETINGS

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

ARTICLE XXIV CLOTHING AND EQUIPMENT

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

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

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

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

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

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

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

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

Section 24.03. The City agrees that the protective gear and equipment and the items of clothing will meet N.F.P.A. standards at the time of purchase and at replacement time due to damage or end of service life.

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

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

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

ARTICLE XXV LONGEVITY

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

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

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

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

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

ARTICLE XXVI

EDUCATIONAL/SKILLS INCENTIVE AND TUITION ASSISTANCE

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

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

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

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

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

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

Physical Fitness Incentives (7, 10, 12)

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

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

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

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

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

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

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

City Manager. The application must be submitted prior to enrollment. The employee is responsible for paying for any course approved and may seek reimbursement based upon the conditions set forth in this article.

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

ARTICLE XXVII WAGES

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

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

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

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

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

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

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

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

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

ARTICLE XXVIII

SAVINGS CLAUSE

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

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

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

ARTICLE XXIX

MEDICAL EXAMINATIONS

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

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

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

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

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

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

ARTICLE XXX

ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

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

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

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

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

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

- a. Observation of drugs or alcohol on or about the employee's person or in the employee's vicinity;
- b. Observation of conduct on the part of the employee that suggests that the employee is impaired or is under the influence of drugs or alcohol ;
- c. Receipt of a report of drug and/or alcohol use by an employee while at work;
- d. Information that an employee has tampered with drug and/or alcohol testing at any time.

- e. Negative job performance patterns by the employee; or
- f. Excessive or unexplained absenteeism or tardiness.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Employees who approach the City 1 hour before any testing begins may ask for referral to the Employee Assistance Program and a chance to enter a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to 2 years. .
- b. Employees who have been offered the opportunity to participate in a rehabilitation program will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a "return to work" test no sooner than 2 weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action.

- c. Any future recurrence of abuse with the same or any other substance will result in termination of employment.
- d. An employee who is discharged from employment on the basis of refusal to undergo drug and/or alcohol testing or based on a positive drug and/or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation and the City will protest any application for unemployment benefits.

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

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

- a. **Working Under the Influence of Performance Impairing Medication:** Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors prior to starting work.
- b. **Reporting to Work or Working While Impaired:** Employees may not report to work and may not continue to work while being impaired by any restricted substance identified in this policy.
- c. **Reporting Violations:** The services provided by certain employees are performed at times under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

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

IN WITNESS WHEREOF, the parties have set their hands this ____ day of April, 2018.

FOR THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

City Manager Justin Erickson

ATTEST

(SEAL)

City Clerk Phyllis Loftis

FOR THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL NO. 206

President Colt Forsythe

Attest:

Secretary Mark Simpson

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

JOE VORNDRAN, City Attorney

APPENDIX A **EFFECTIVE July 1, 2017**

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

WAGE CONVERSION WORKSHEET
Line Personnel – Day Personnel

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

- 2080 annual day hours
- 3062 annual line hours

- 2080 / 3062 = .6793 conversion factor

CONVERSION FACTOR
.6793

Example:

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

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

#2
Mayor
WES MAINORD



The City of Shawnee
Office of the City Manager

P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1601 Fax (405) 214-4249
www.ShawneeOK.org

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

November 17, 2014

Brenden Sheppard
President
IAFF, Local 206

Hand Delivered

Dear Mr. Sheppard:

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

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

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

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

Sincerely,


Brian McDougal
City Manager
City of Shawnee

Regular Board of Commissioners

1.h.

Meeting Date: 04/16/2018

EM Purchase

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to purchase six (6) Motorola portable transceiver radios utilizing the State contract.

Attachments

EM Purchase

City of Shawnee Memorandum



To: Honorable Mayor and City Commissioners
Through: Justin Erickson, City Manager
From: Donald D. Lynch, Emergency Management Director
Date: April 11, 2018
Re: Request to Purchase 6 Portable Radios

D. L.

NATURE OF THE REQUEST:

I am writing to request permission for staff to purchase six (6) portable radio transceivers from Motorola Solutions for use in Fire and Police Department operations.

STAFF ANALYSIS/ CONSIDERATIONS:

Three of the portable radios are to complement the fleet of ruggedized radios used by the Fire Department at a cost of \$5104.68 each on the Statewide Contract number SW1053M.

The other three portable radios are to compliment the fleet of digital encryption radios used by the Police Department at a cost of \$5173.40 each on Statewide Contract number SW1053M.

BUDGET CONSIDERATIONS:

Total cost of this request is \$30, 824.34 and is listed as an approved project in the 2018 Capital Budget under line item 301-5-0740-5450 840 0740-56.

STAFF RECOMMENDATION:

Staff recommends approval of this request.

Thank you for your favorable attention to this request.

Regular Board of Commissioners

3.

Meeting Date: 04/16/2018

Nikaho, Japan

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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 Poire, Shawnee Middle School

Allie Ratcliff, Shawnee Middle School

DezaRae Simmons, Shawnee Middle School

Olivia Stevenson, Shawnee Middle School

Attachments

No file(s) attached.

Regular Board of Commissioners**4.**

Meeting Date: 04/16/2018

Proclamations

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamations:

"Family Promise Day"
April 24, 2018"Loyalty Day"
May 1, 2018

Attachments

Family Promise Day

Loyalty Day



Proclamation

“Family Promise Day”

Whereas, homelessness can and does affect entire families in any community; and

Whereas, Family Promise of Shawnee offers help and hope to regain self-sufficiency to homeless families with children and homeless pregnant women. Giving them the chance to build a better future through the cooperative efforts of the local congregations, businesses, social service programs, educational institutions, and individual efforts; and

Whereas, the volunteers of Family Promise of Shawnee dedicate themselves to this program by offering hope when all is lost, dignity when others look away, and recognition for the value of the human spirit; and

Whereas, Individuals consistently and unselfishly donate their time, resources, skills, and expertise to ensure that homeless families with children and pregnant women are able to have a home, a livelihood, and the opportunity to build a better future; and

Whereas, the purpose of Family Promise Day is to inspire others to recognize the innate need of dignity and hope for all human beings; and

Now, Therefore, I, Richard Finley, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim Tuesday, April 24, 2018 as

“Family Promise Day”

In the city of Shawnee, Oklahoma
Dated this 16th day of April, 2018

Richard Finley, Mayor

Phyllis Loftis, CMC, City Clerk



Proclamation

“Loyalty Day”

Whereas, On May 1, 1958, President Dwight D. Eisenhower declared Loyalty Day as a day of national observance and has been recognized annually since; and

Whereas, American’s loyalty to American democracy and freedom is born of pride, appreciation, and understanding of our country and we are loyal to American, our fellow citizens, and these ideals; and

Whereas, This proclamation serves as an opportunity to recognize those who demonstrate their commitment to our country through service and sacrifice and that serve as a model for all Americans; and

Whereas, This proclamation recognizes the monumental achievements and invaluable contributions made by Americans that have led to American’s founding principles enduring, guiding our Nation toward progress and prosperity and allowing the United States to be a leader among nations of the world; and

Whereas, This proclamation commends those honorable men and women who have demonstrated their loyalty to America by making remarkable sacrifices to preserve and protect these values, representing thousands of Oklahomans, residing in every county, who already have made the observance of Loyalty Day a success; and

Now, Therefore, I, Richard Finley, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim Tuesday, May 1, 2018 as

“Loyalty Day”

In the city of Shawnee, Oklahoma
Dated this 16th day of April, 2018

Richard Finley, Mayor

Phyllis Loftis, CMC, City Clerk

Regular Board of Commissioners

5.

Meeting Date: 04/16/2018

EOM

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by City Manager to Employee of the Month, Sandra Herron, Utility Billing Department.

Attachments

No file(s) attached.

Regular Board of Commissioners

6.

Meeting Date: 04/16/2018

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 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.)*

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: Shawnee Retail Center 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: April 4th, 2018

PLANNING COMMISSION RECOMMENDATION: Defer to May 2nd, 2018 PC Meeting

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

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

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

SECRETARY, PLANNING COMMISSION

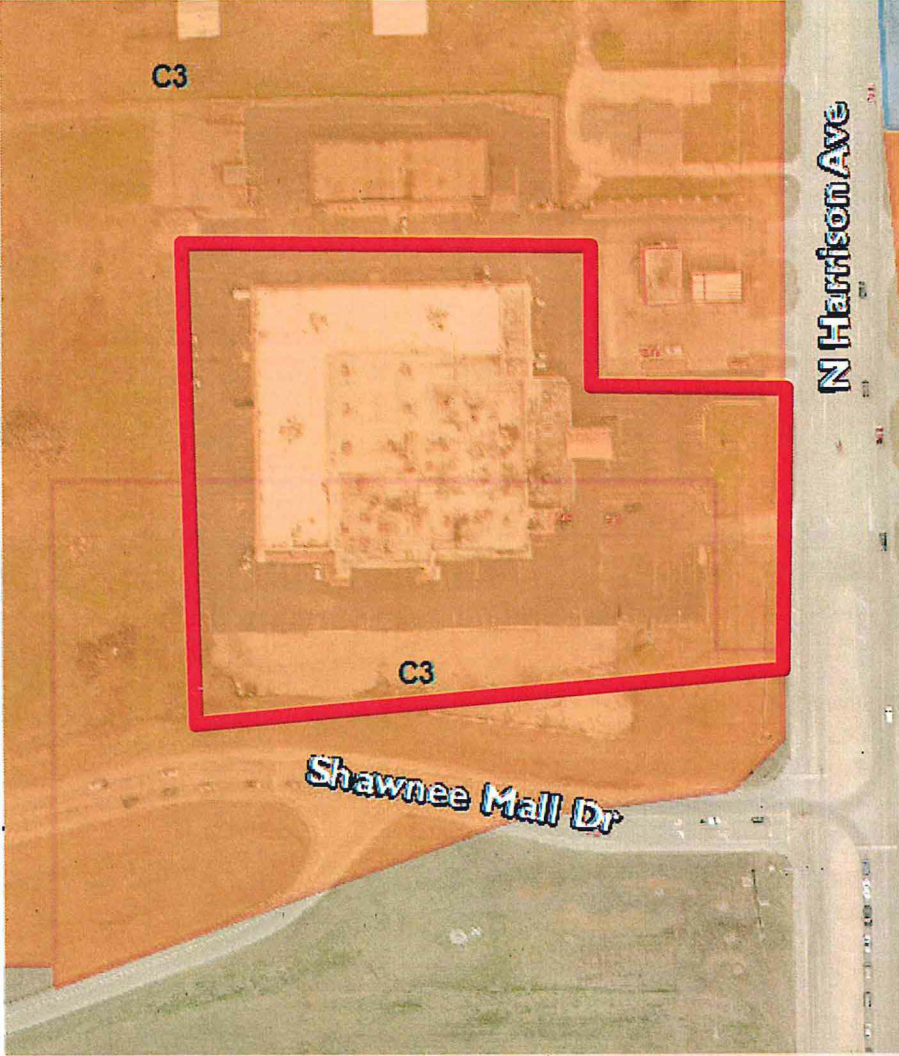
ACTION BY CITY COMMISSION:

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: April 4th, 2018 CITY COMMISSION DATE: April 16th, 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 May 2, 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. Nilesh 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 except 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;

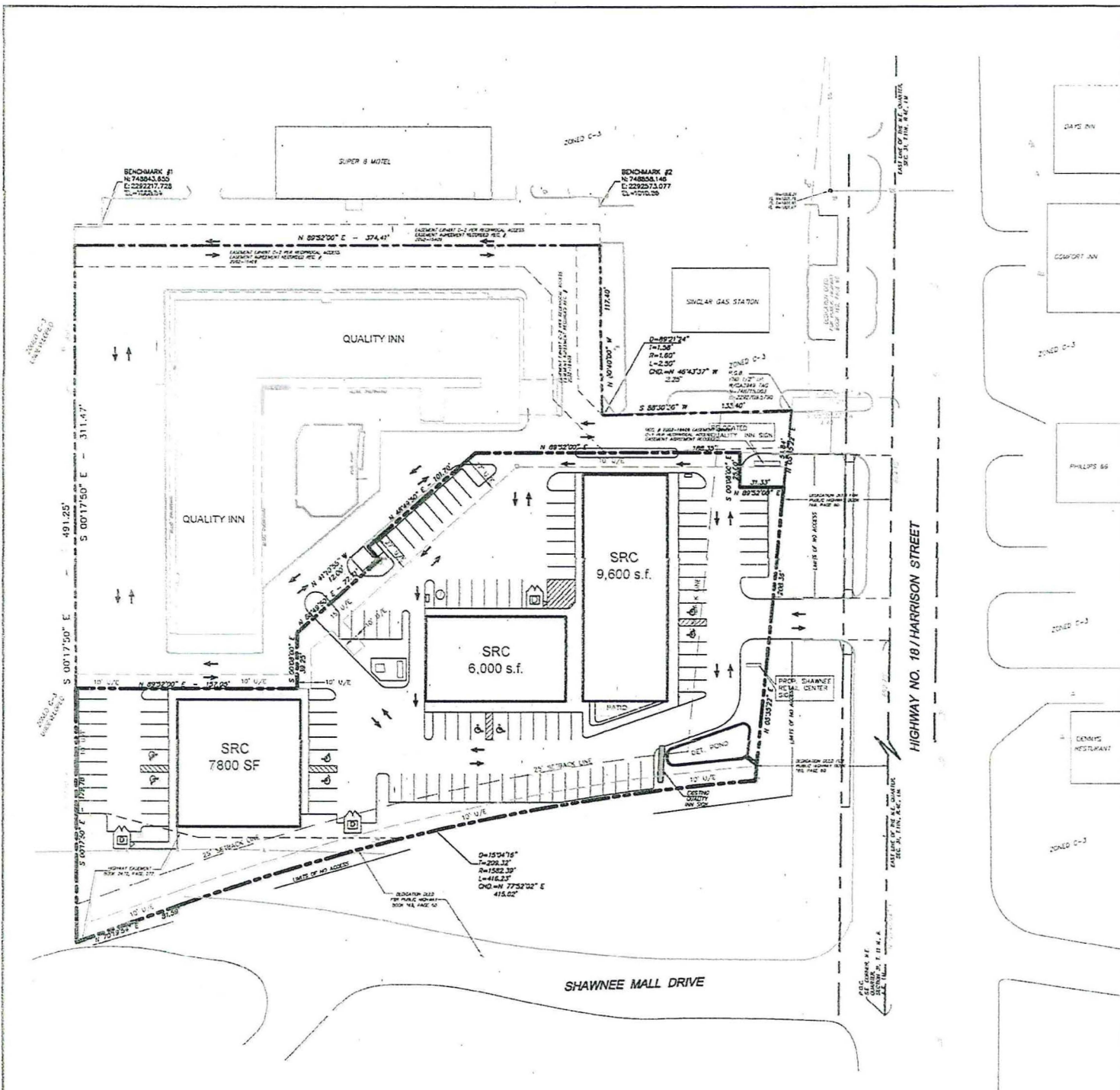
Thence South 00°17'50" East a distance of 491.25 feet to a point on the North Right-of-Way line of Interstate Highway No. 40;

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
E: terry@tla-associates.com
OK REG. 7901
CA Expires 9-30-2019

SHAWNEE RETAIL CENTER
4900 N. HARRISON STREET
SHAWNEE, OK

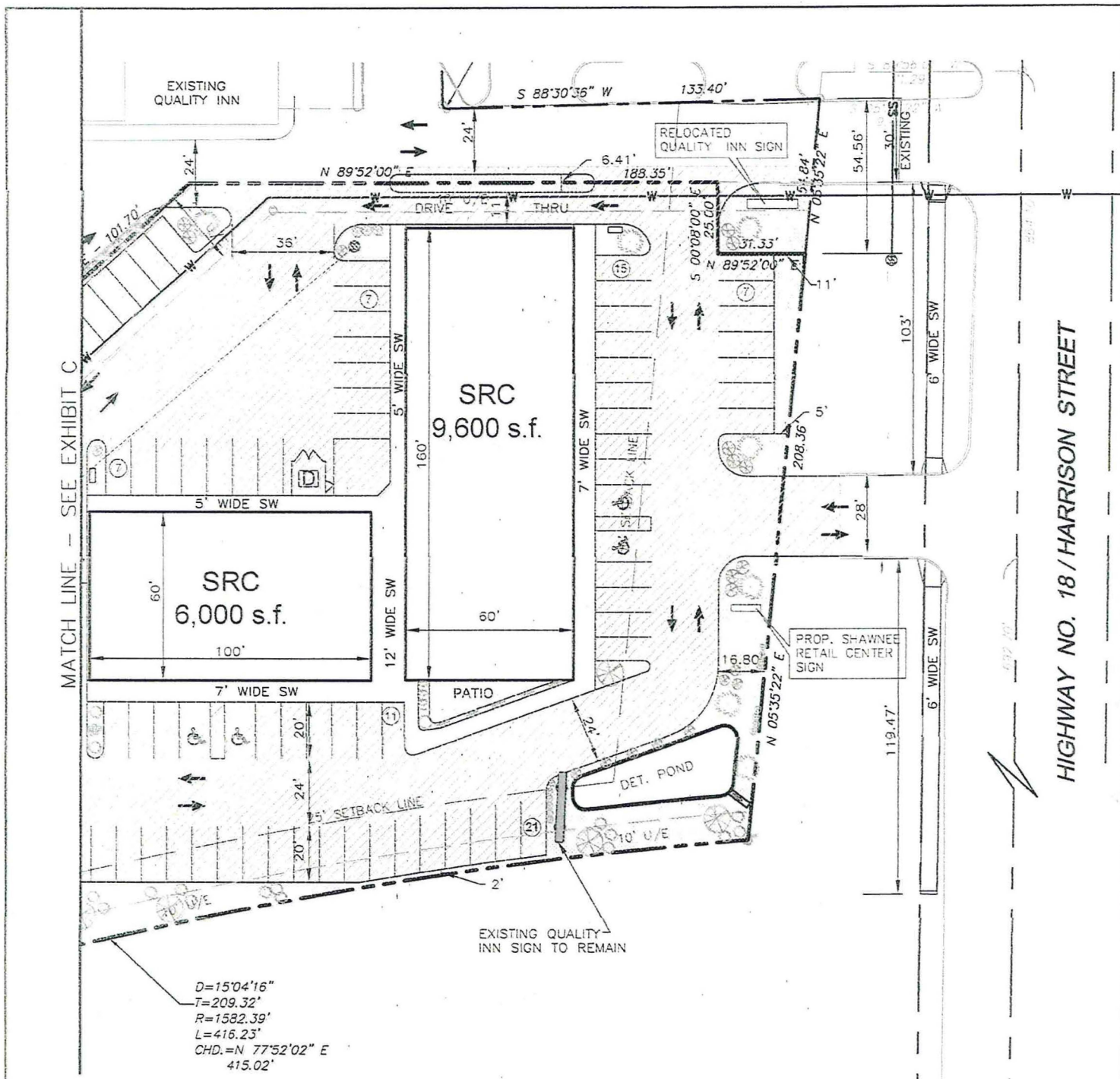
Msp

MASTER SITE
PLAN

PUD-XXXX

EXHIBIT "B"

01-10-18



EAST SIDE SHAWNEE RETAIL CENTER



SCALE: 1"=50'

PROPOSED LEGEND

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

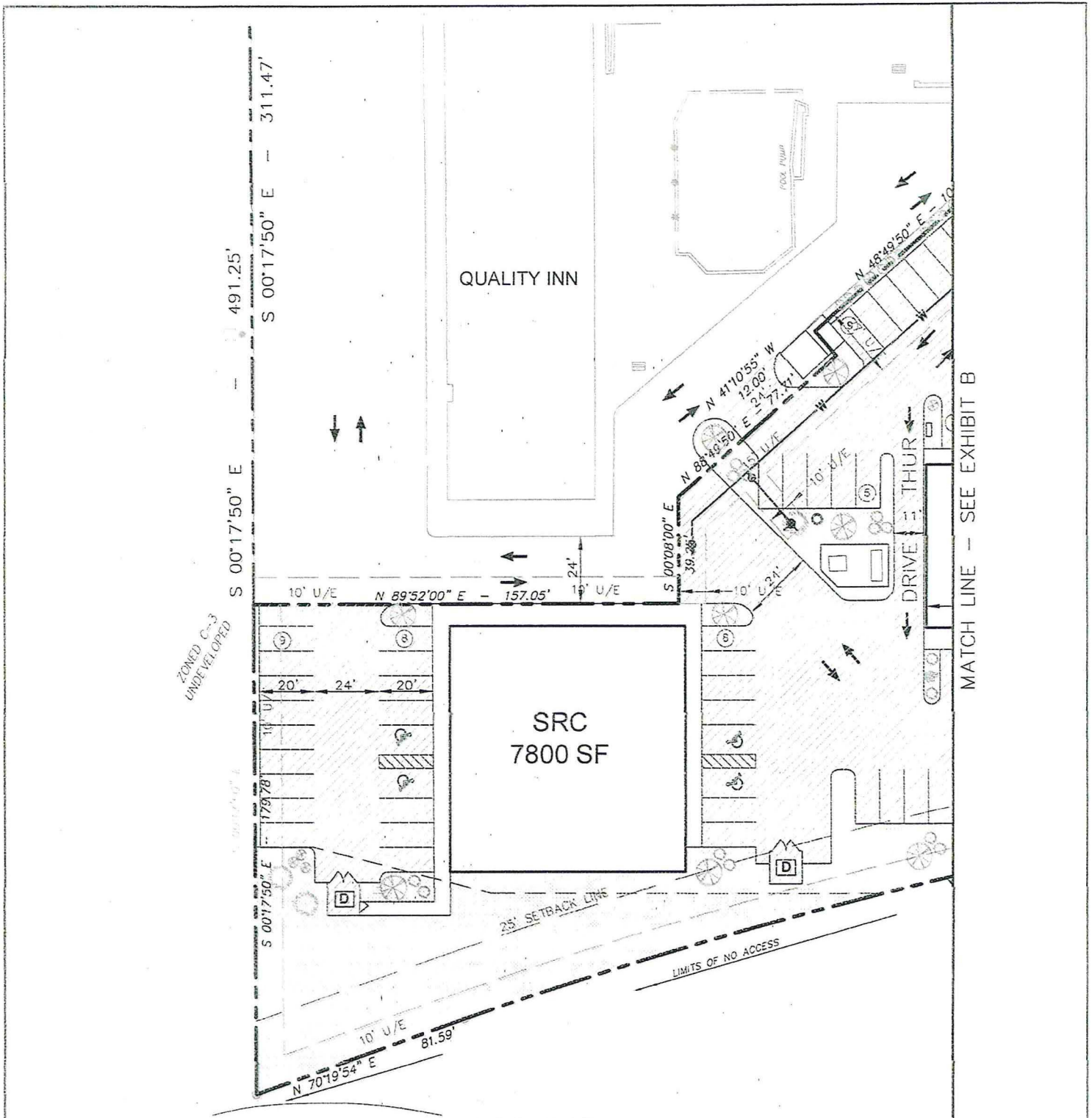
SHAWNEE RETAIL CENTER
4900 N. HARRISON STREET
SHAWNEE, OK

ENLARGED
MASTER SITE
PLAN
PUD-XXXX

EXHIBIT "C"

TLP
ASSOCIATES, INC.
CIVIL ENGINEERING
LAND DEVELOPMENT
703 S. Ranchwood Blvd.
Tulsa, OK 74109
C: 405.210.3169
EM: terryl@tulp-associates.com
CA No. 7921
CA Expires 9-30-2019

01-10-18



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.
Tulsa, OK 74109
C: 405.210.3109
EM: terry@tlp-associates.com
CA NO. 7851
CA Expires 9-30-2019

SHAWNEE RETAIL CENTER
4900 N. HARRISON STREET
SHAWNEE, OK

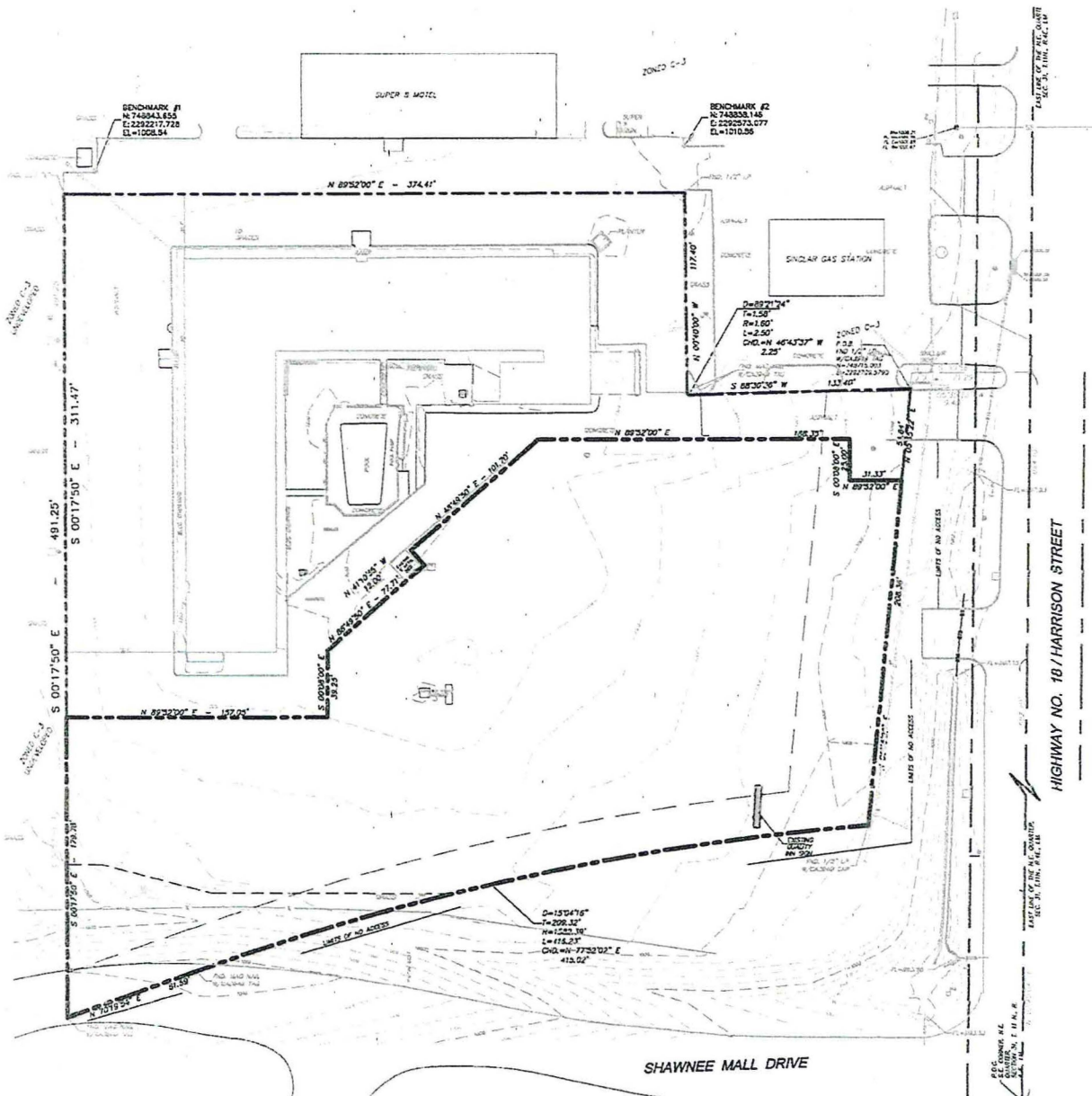
Msp

ENLARGED
MASTER SITE
PLAN

PUD-XXXX

EXHIBIT "D"

01-10-18



PROPOSED LEGEND

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



TOPOGRAPHIC SURVEY

SCALE: 1"=100'

SHAWNEE RETAIL CENTER
4900 N. HARRISON STREET
SHAWNEE, OK

TOPOGRAPHIC SURVEY
PUD-XXXX

EXHIBIT "E"

01-10-18

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
Cheryle 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 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: 4.47 AC WIDTH: 479.82'
LENGTH: 491.25 FRONTAGE: 208.36'

CURRENT ZONING: C-3 CURRENT USE: COMMERCIAL

PROPOSED ZONING: PUP 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

TLP 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.

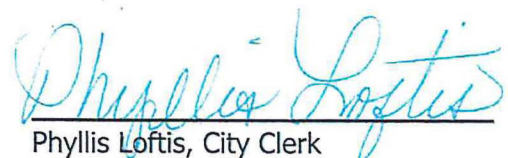
General Location Known As:	<u>4900 N. Harrison Avenue, Shawnee, OK</u>
Current Zoning Classification:	<u>C-3; Highway Commercial</u>
Requested Zoning Classification:	<u>Planned Unit Development (PUD)</u>
Proposed Use of Property:	<u>Motel and Retail Development</u>
Applicant:	<u>TLP Associates, INC</u>

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

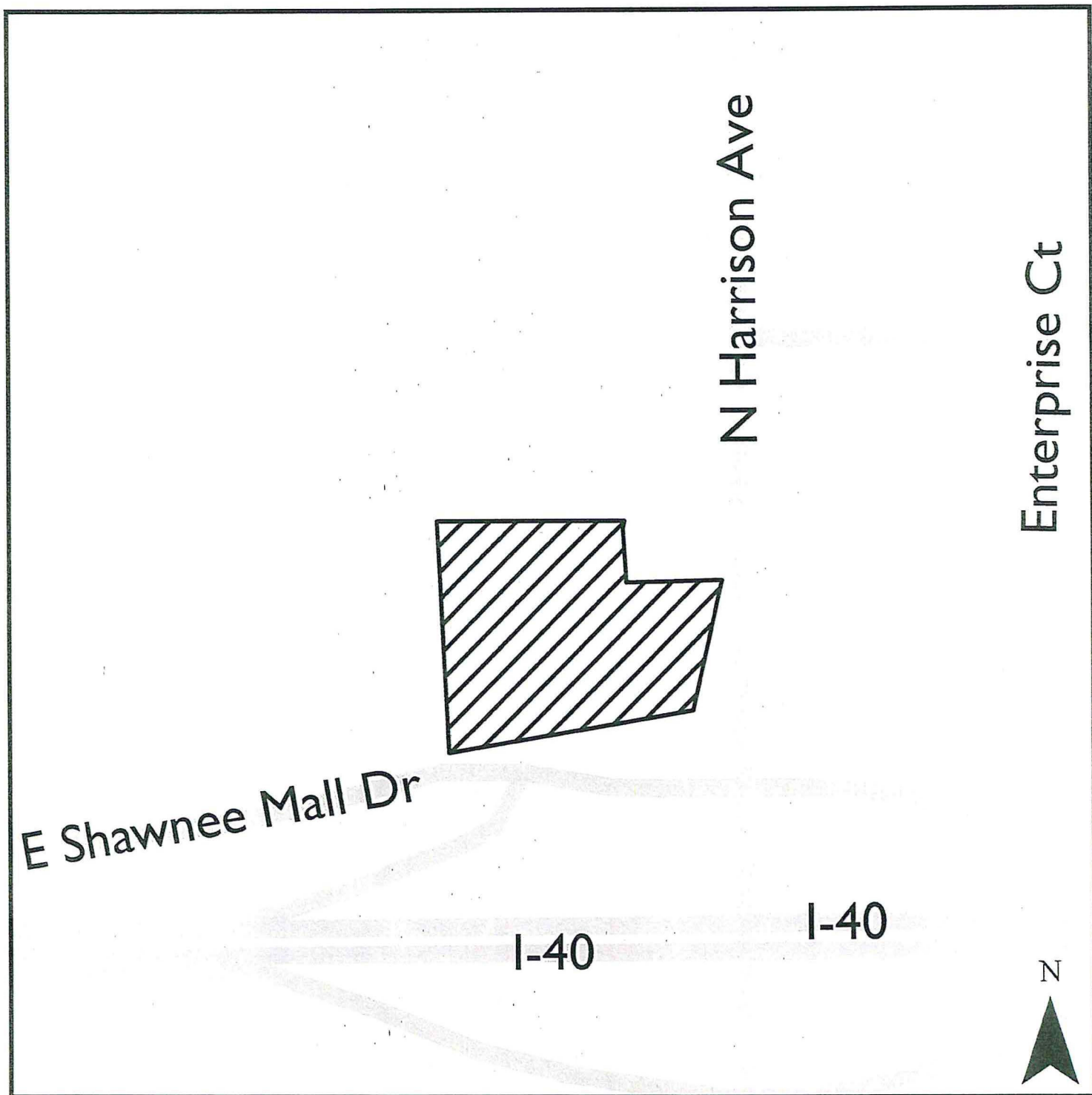
March 7 th , 2018 AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
March 19 th , 2018 AT 6:00 P.M.:	CITY OF SHAWNEE CITY COMMISSION

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

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 858-442-2493
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 16th day of April 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

7.

Meeting Date: 04/16/2018

S03-18 Prelim Plat 4900 N Harrison

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a Preliminary Plat for Shawnee 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.)*

Attachments

S03-18 Staff Rpt

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: TLP Associates, INC
FOR: Preliminary Plat for Shawnee Retail Center
LOCATION: 4900 N. Harrison Avenue, Shawnee, OK
PROJECT# 180041 CASE# S03-18

PLANNING COMMISSION MEETING DATE: April 4th, 2018
PLANNING COMMISSION RECOMMENDATION: Defer to May 2nd, 2018 PC Meeting

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

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

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

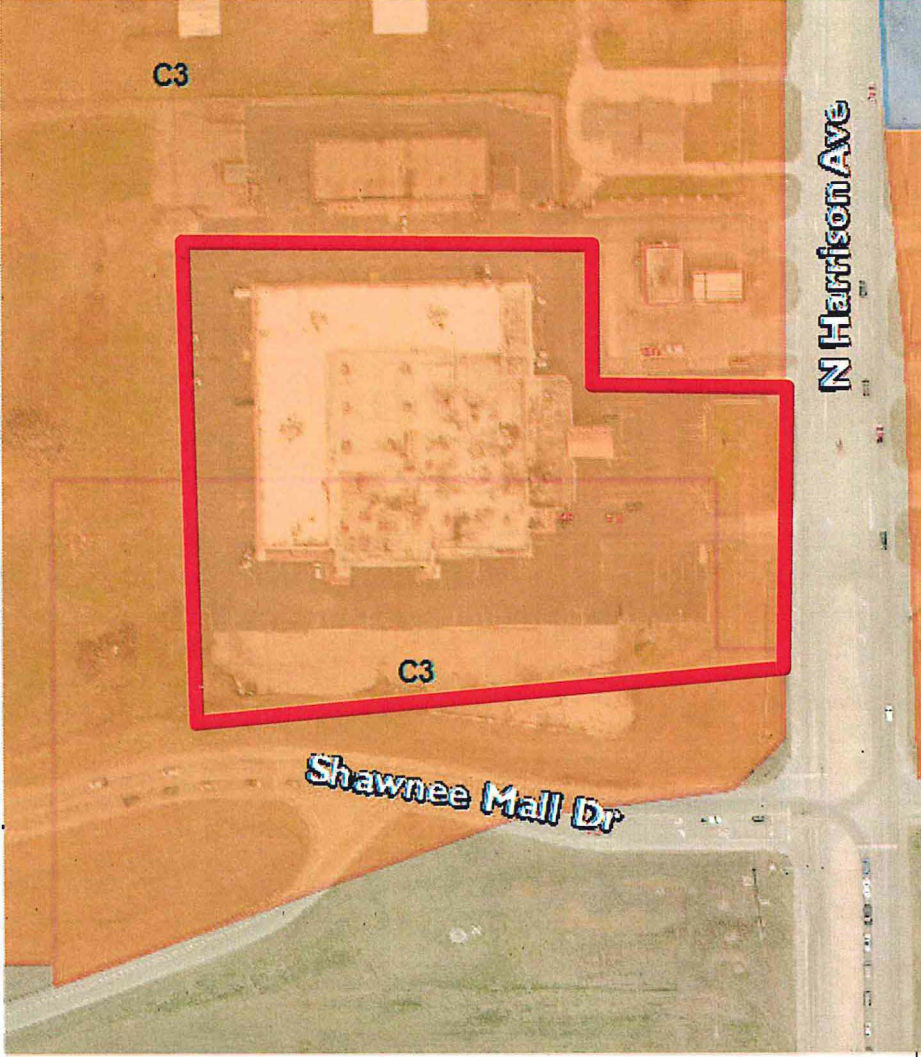
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org		CASE # P05-18 CASE # S03-18 PUBLIC HEARING DATE: April 4th, 2018 CITY COMMISSION DATE: April 16th, 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 May 2, 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. Nilesh 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 except 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;

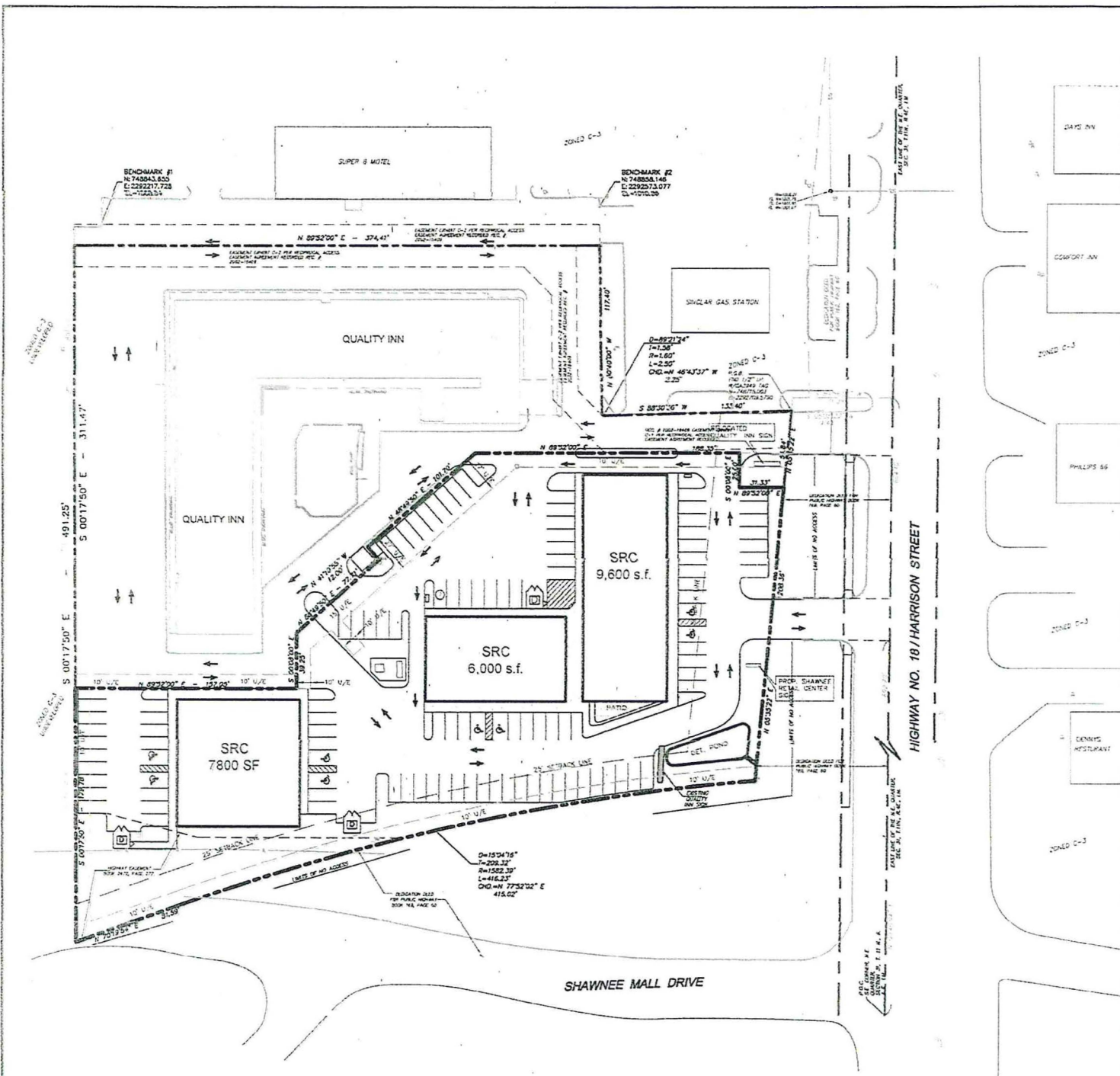
Thence South 00°17'50" East a distance of 491.25 feet to a point on the North Right-of-Way line of Interstate Highway No. 40;

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= 4.4894 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.

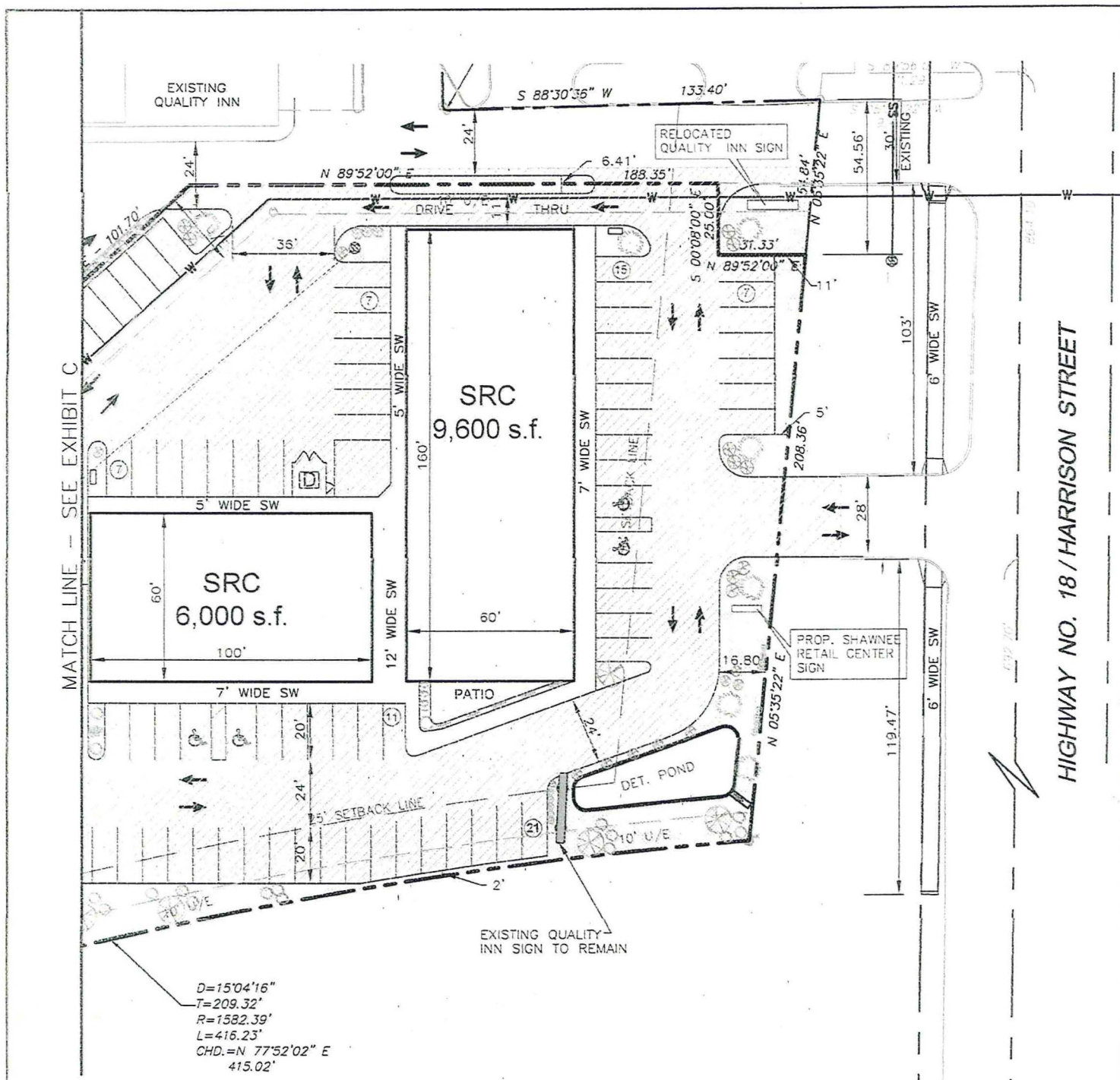
TLP
ASSOCIATES, INC.
CIVIL ENGINEERING
LAND DEVELOPMENT

703 S. Ranchwood Blvd.
Tulsa, OK 74309
C: 405.210.3169
E: terry@tla-associates.com
OK REG. 7901
CA Expires 6-30-2019

SHAWNEE RETAIL CENTER
4900 N. HARRISON STREET
SHAWNEE, OK

MSP MASTER SITE PLAN
PUD-XXXX

EXHIBIT "B"



EAST SIDE
SHAWNEE RETAIL CENTER

SCALE: 1"=50'

PROPOSED LEGEND

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

TLP
ASSOCIATES, INC.
CIVIL ENGINEERING
LAND DEVELOPMENT

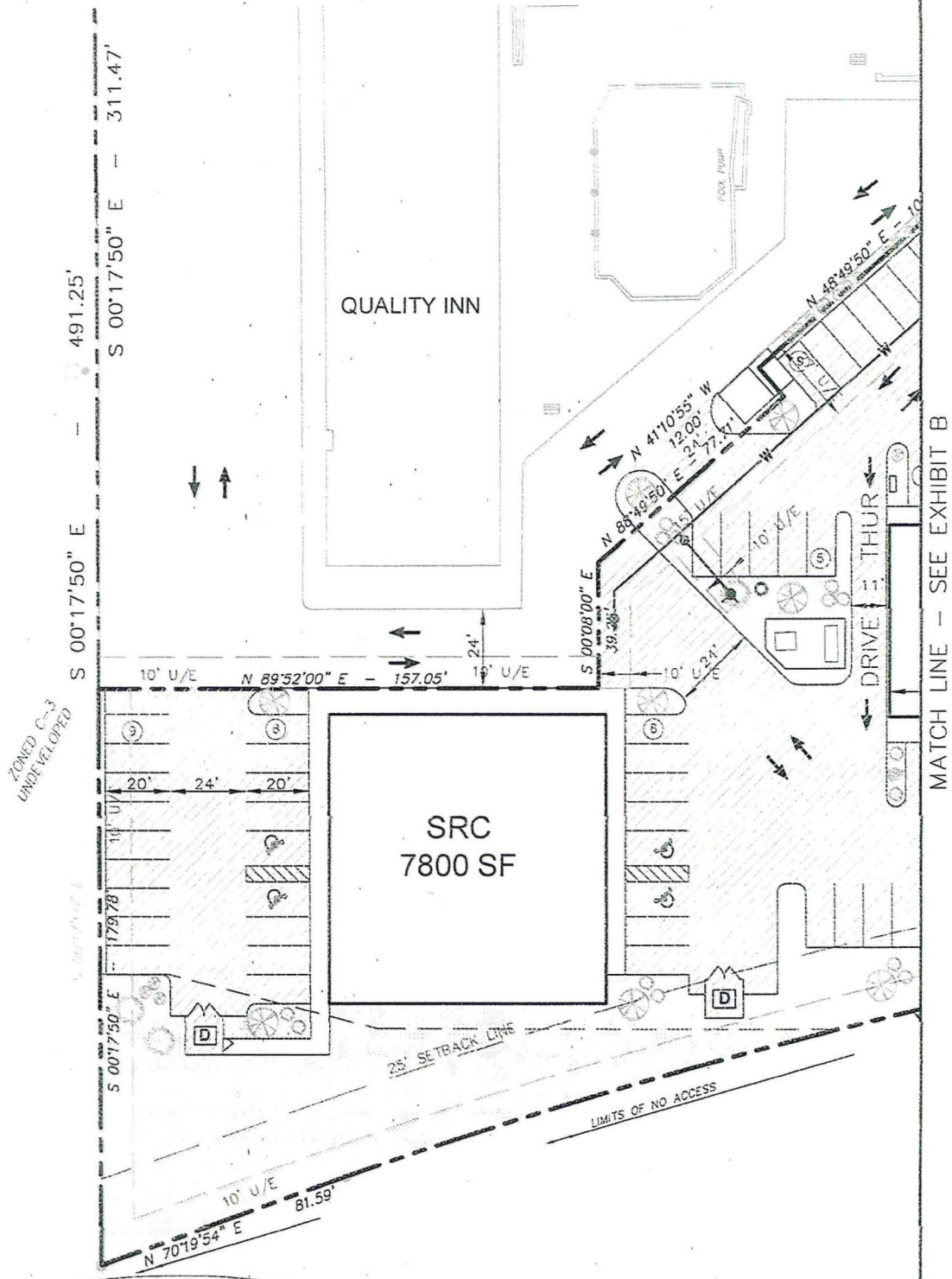
703 S. Ranchwood Blvd.
Yukon, OK 73099
C: 405.210.5189
EM: terry@tlp-associates.com
CA No. 7921
CA Expires 12-30-2019

SHAWNEE RETAIL CENTER
4900 N. HARRISON STREET
SHAWNEE, OK

ENLARGED
MASTER SITE
PLAN
PUD-XXXX

EXHIBIT "C"

01-10-18



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.
Tulsa, OK 74106
C: 405.210.3109
EM: terr@tulp-associates.com
CA NO. 7951
CA Expires 9-30-2019

SHAWNEE RETAIL CENTER
4900 N. HARRISON STREET
SHAWNEE, OK

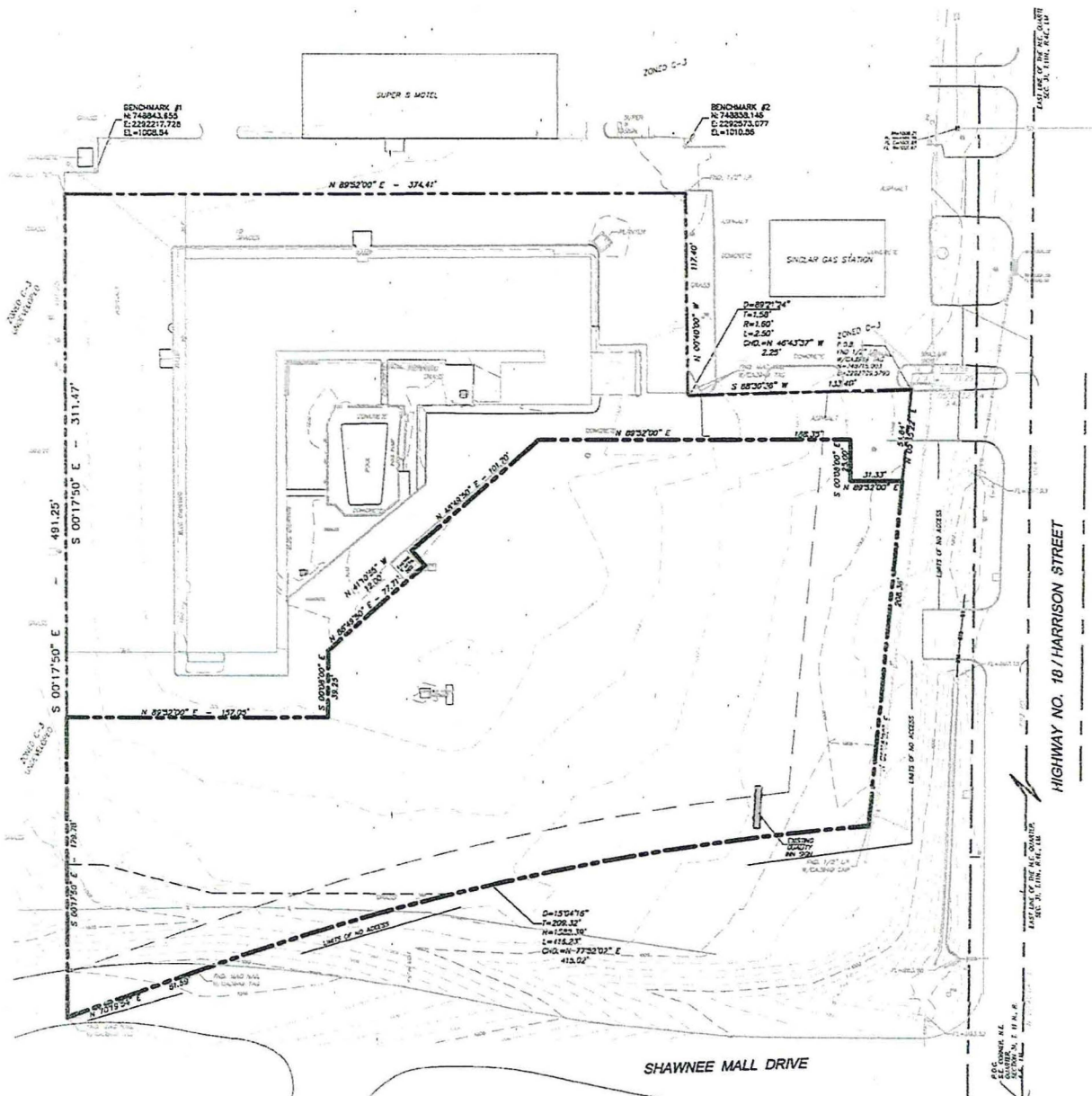
(Msp)

ENLARGED
MASTER SITE
PLAN

PUD-XXXX

EXHIBIT "D"

01-10-18



PROPOSED LEGEND

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



TOPOGRAPHIC SURVEY

SCALE: 1"=100'

SHAWNEE RETAIL CENTER
4900 N. HARRISON STREET
SHAWNEE, OK

Ts

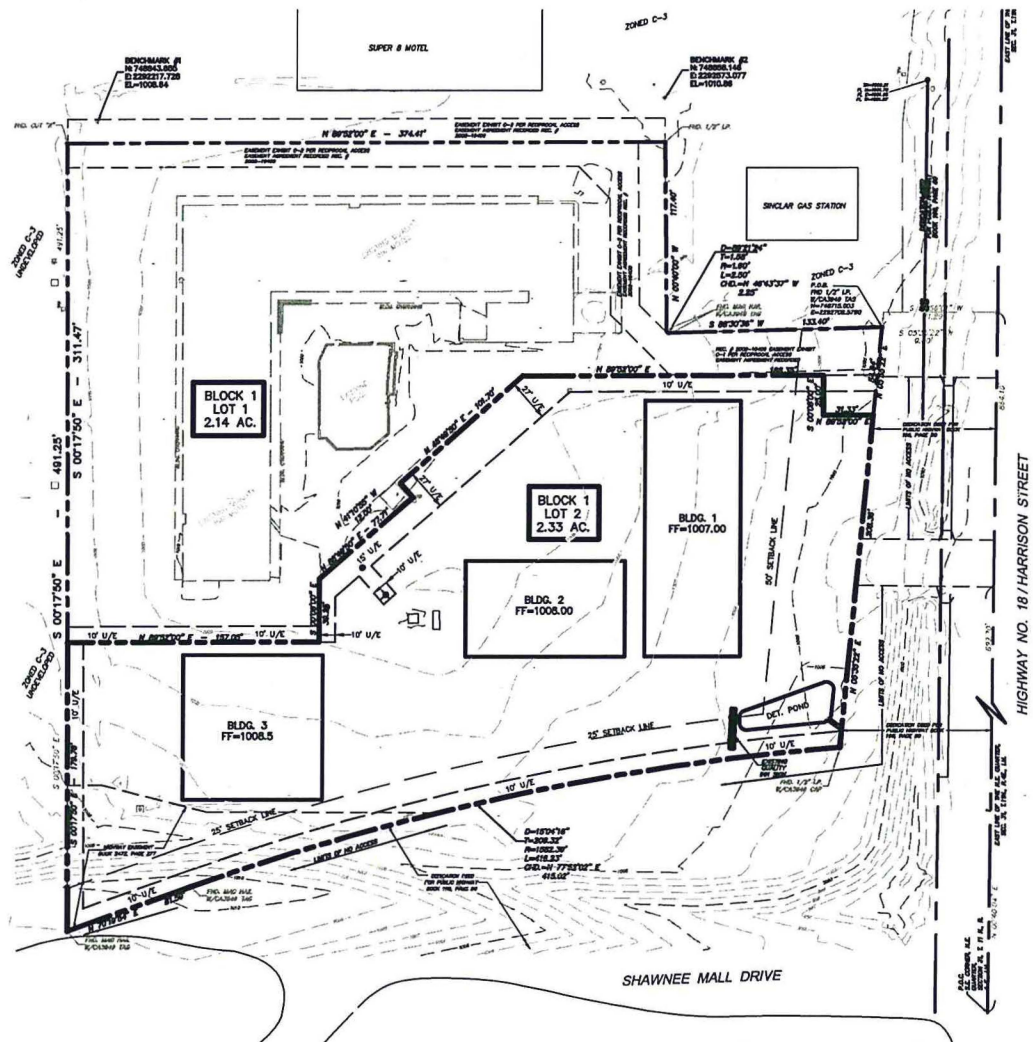
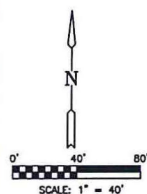
TOPOGRAPHIC SURVEY

PUD-XXXX

EXHIBIT "E"

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 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;

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.



TLP
ASSOCIATES, INC.
CIVIL ENGINEERING
LAND DEVELOPMENT
703 S. Ranchwood Blvd.
Tulsa, OK 73099
C 402-210-3188
EM: terryl@tlp-associates.com
CA HQ 7901
CA Folsom 8-30-2018

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: 180040
Date Filed: January 10th 2018
Cheryle 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 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: 4.47 AC WIDTH: 479.82'
LENGTH: 491.25' FRONTAGE: 208.36'

CURRENT ZONING: C-3 CURRENT USE: COMMERCIAL

PROPOSED ZONING: PUP 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

TLP 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:

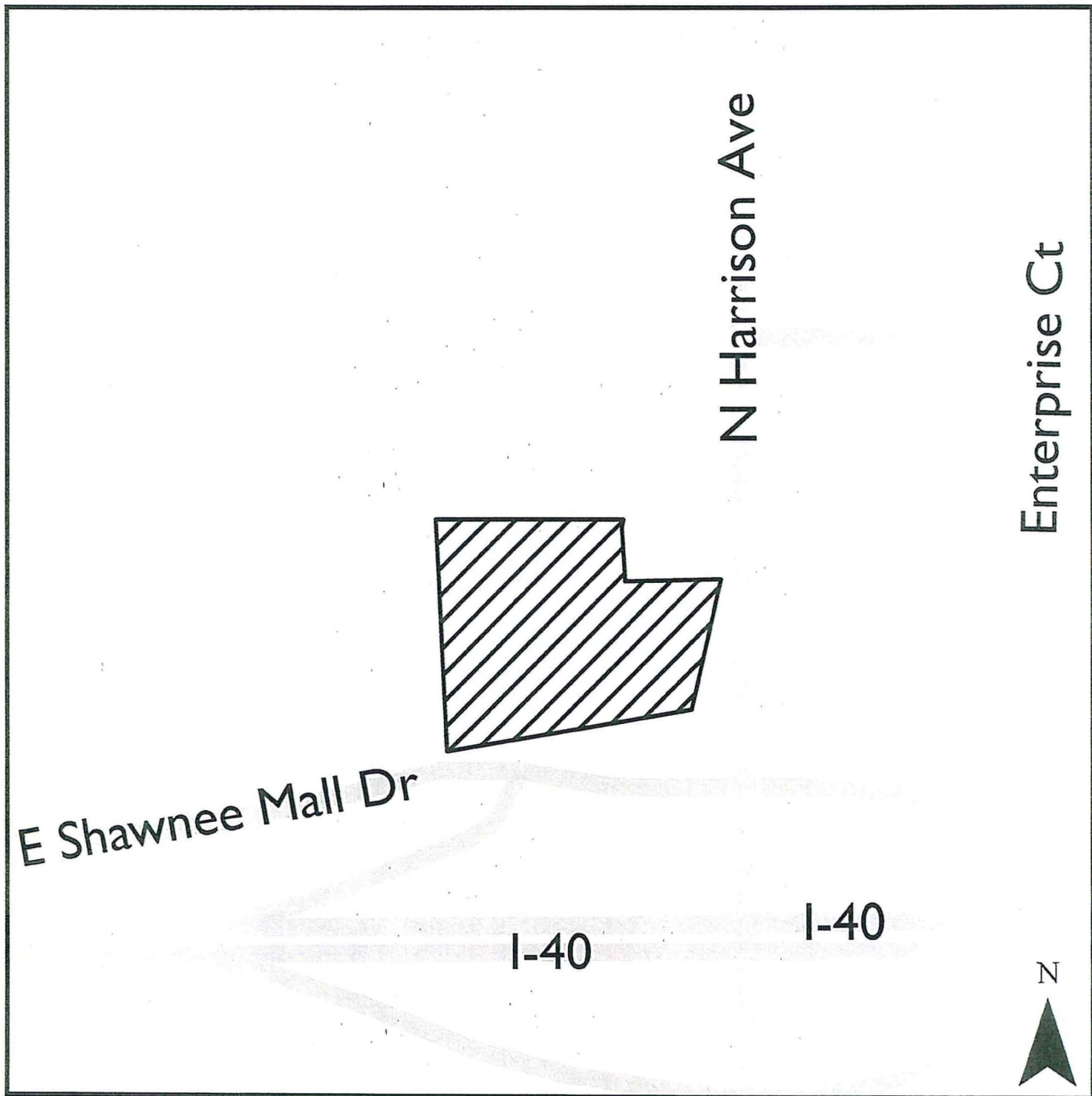
March 7 th , 2018 AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
March 19 th , 2018 AT 6:00 P.M.:	CITY OF SHAWNEE CITY COMMISSION

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

Regular Board of Commissioners

8.

Meeting Date: 04/16/2018

P07-18 2327 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 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.)*

Attachments

Staff Report

Ord.

New Submittals

Protest Ltrs

Presentation

Presentation(2)

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Amerco Real Estate Company

FOR: Rezone

LOCATION: 2327 N. Harrison Avenue, Shawnee, OK

PROJECT#: 180139 Case# P07-18

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

CP; Planned Shopping Center District

REQUESTED CLASSIFICATION:

C-3; Highway Commercial District

PROPOSED PROPERTY USE:

Self-Storage, Truck & Trailer Share, Retail Sales

PLANNING COMMISSION MEETING DATE: March 7th, 2018

PLANNING COMMISSION RECOMMENDATION: Approve

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

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

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

SECRETARY, PLANNING COMMISSION

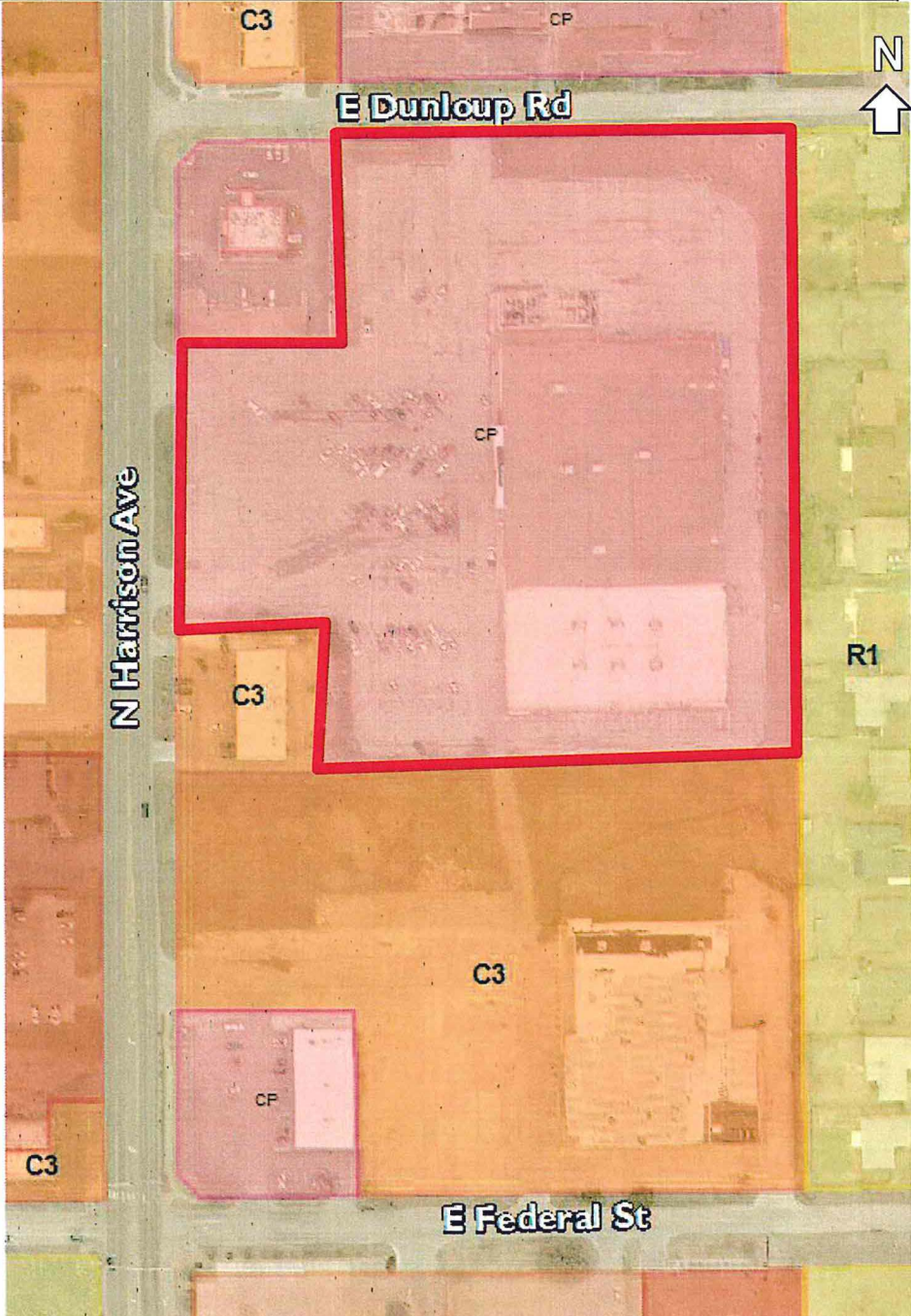
ACTION BY CITY COMMISSION:

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 # P07-18 PUBLIC HEARING DATE: March 7th, 2018 CITY COMMISSION DATE: March 19th, 2018
APPLICANT: Nathan Alison, LLC	2727 N. Central Ave, Phoenix, AZ 85004	(863) 412-9217
PROPERTY ADDRESS/LOCATION: 2327 N. Harrison St Shawnee, OK 74804		
The applicant, Amerco Real Estate Company, a real estate subsidiary of U-Haul, is requesting a rezone from CP (Planned Shopping Center District) to C3 (Highway Commercial) for an 8.10 Acre property located at 2327 N. Harrison Avenue, and commonly known as the Kmart building. The requested rezone is necessary to facilitate repurposing of the existing 84,000 square feet structure into a U-Haul Moving and Storage Store. "Our uses will consist of self-storage, U-Haul truck and trailer sharing, and related retail sales" (Exhibit 1). Aside from interior renovation, the structure will remain as is with no immediate modifications proposed. Please see Exhibit 1 for an in depth narrative of the proposal.		

EXISTING ZONING: A1	EXISTING LAND USE: Residential	SURROUNDING ZONING & LAND USE: A-1 (Agricultural)	School District: I-93 Shawnee	PROPERTY SIZE: 20.14 Acres
STAFF REVIEW				
In recent years, Uhaul has made a business of repurposing large, vacant structures to better serve the storage needs of the community and activate a property that is currently vacant. At 84,000 square feet in size, options for reuse are rare and limited, causing structures to remain unoccupied for long periods of time and eventually exist in a state of decay. Adaptive reuse is a practical solution to these problems that affect smaller cities and towns, such as Shawnee. Staff has organized findings into the following list: - At 84,000 square feet, there is a limited market interested in the reuse of such structures; - Per the City's Comprehensive Plan, the Harrison Avenue corridor supports residential and commercial uses that create a more dynamic environment, promoting interaction and walkability; - The site as it exists today already supplies appropriate parking and circulation. Additionally, traffic volumes will be reduced in comparison to the previous business; - The business, once completed, would employ between 10 and 15 employees; - The U-Haul business is compatible with surrounding uses; Staff finds the subject proposal to be a positive opportunity for the City of Shawnee. The requested rezone is in conformance with surrounding land uses, the Comprehensive Plan, and Zoning Code. For these reasons, Staff recommends approval of a rezone from CP to C3 for the subject site.				
APPROVE		APPROVE WITH CONDITIONS	DENY	
Exhibit 1: Project Narrative Exhibit 2: Sample Elevations				
SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM		LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS	AGENCY COMMENTS		RESPONSE TO STANDARDS	

AMERCO[®]

REAL ESTATE COMPANY

2727 North Central Avenue, 5-N • Phoenix, Arizona 85004
Phone: 602.263.6555 • Fax: 602.277.5824 • Email: stephany_sheckey@uhaul.com

Narrative Project Summary

AMERCO Real Estate Company (AREC) has prepared this application package for the opportunity to receive the City of Shawnee's participation and counseling in regards to a Rezoning for the property located at 2327 N Harrison St. AREC is the wholly owned real estate subsidiary of the U-Haul System.

The proposed 8.10 acre property is located at 2327 N Harrison St. U-Haul is proposing an adaptive reuse of the existing 84,000 SF building by converting it into a U-Haul Moving and Storage Store. Our uses consist of self-storage, U-Haul truck and trailer sharing, and related retail sales. The interior of the building will be retrofitted to house self-storage units. This infill development will allow U-Haul to better serve the storage needs of the community and activate a property that is currently vacant.

The property is currently zoned CP (Planned Shopping Center District). The use of self-storage and U-Haul truck and trailer share are not permitted within this zoning district. U-Haul is proposing to rezone the property to C3 (Highway Commercial District). The building will be used structurally as is with the exception of imaging and signage.

Custom site design for every U-Haul store assures that the facility compliments the community it serves. Adherence to community objectives is key in order to ensure each U-Haul store is both a neighborhood asset and an economic success.

U-Haul is more of a commercial type use that serves the residential communities within a 3-5-mile radius. We feel the U-Haul would be an appropriate use for the property and there are proven benefits for allowing self-storage facilities in communities:

- Self-storage facilities are quiet
- They provide an excellent buffer between zones
- They create very little traffic
- They have little impact on utilities
- They have no impact on schools
- They provide a good tax revenue
- They provide a community service

U-Haul Moving and Storage is a convenience business. Our philosophy is to place U-Haul stores in high growth residential areas, where we fill a need for our products and

services. Customers are made aware of the U-Haul store, primarily via drive-by awareness, much like that of a convenience store, restaurant or hardware store. Attractive imaging and brand name recognition bring in area residents — by our measures, those who live within a four-mile radius of the center.

The U-Haul Store:

U-Haul stores characteristically serve the do-it-yourself household customer. The U-Haul Store will be staffed with 10-15 employees, both full-time and part-time. Families will generally arrive in their own automobiles, enter the showroom and may choose from a variety of products and services offered there. When situated near public transit, approximately 50% of those families utilize alternative transportation to access U-Haul equipment and services.

- Families typically use U-Haul Self-Storage rooms to store furniture, household goods, sporting equipment, or holiday decorations. During transition periods between moves, moving to a smaller home, combining households, or clearing away clutter to prepare a home for sale, storage customers will typically rent a room for a period of two months to one year.
- U-Haul stores also provide truck and trailer sharing for household moving, either in-town or across country.
- Families who need packing supplies in advance of a move or to ship personal packages can choose from a variety of retail sales items, including cartons, tape and sustainable packing materials.
- Families who tow U-Haul trailers, boats, or recreational trailers can select, and have installed, the hitch and towing packages that best meet their needs.
- Moving and storage are synergistic businesses. Over half of our storage customers tell us they used U-Haul storage because of a household move. Customers will typically use U-Haul equipment or their personal vehicle to approach the loading area and enter the building through the singular customer access. All new U-Haul stores are designed with interior storage room access, giving the customer the added value of increased security, and the community the benefit of a more aesthetically pleasing exterior.

Significant Policies:

- Hours of Operation:

Mon. - Thurs.	7:00 a.m. to 7:00 p.m.
Fri.	7:00 a.m. to 8:00 p.m.
Sat.	7:00 a.m. to 7:00 p.m.
Sun.	9:00 a.m. to 5:00 p.m.

- All U-Haul storage customers are issued a card-swipe style identification card that must be used to gain access to their room. This is but one of many security policies which protect the customer's belongings and decrease the ability of unauthorized access to the facility.
- It is against policy for a business to be operated from a U-Haul storage room.
- Customers and community residents who wish to use the on-site dumpsters for disposing of refuse must gain permission to do so, and are assessed an additional fee.
- Items that may not be stored include: chemicals, flammables, and paints.
- U-Haul stores are protected by video surveillance.
- U-Haul stores are non-smoking facilities.
- U-Haul will provide added services and assistance to our customers with disabilities.

Traffic Study:

- U-Haul stores generate less vehicular traffic volume while still embodying an active-use site. Truck and trailer sharing and self-storage all represent dynamic transitions from one customer to another. DIY moving customers are presented with opportunities to utilize equipment and storage on a temporary basis, supporting a shared-economy, an effective economic model and an environmentally-sound way to conduct business.

USE COMPARISON					
Use	Square Feet	Traffic	Volume	Typical Hours	Days
		Weekday	Weekend		
Fast Food Restaurant	3,000 sq ft	3,161 trips	3,430 trips	18 hours - 24 hours	7
Gas Station w/ Convenience Store	2,200 sq ft	1,200 trips	2,200 trips	18 hours - 24 hours	7
Hotel	50,000 sq ft	905 trips	901 trips	24 hours	7
Casual Dining	5,000 sq ft	1,075 trips	1,258 trips	11 am - 11 pm 12 hours	7
U-Haul Center	80,000 sq ft	31 trips	53 trips	7 am - 7 pm 12 hours	7

U-Haul looks forward to working with the City of Shawnee as you consider the Rezoning Application we are currently submitting.

Sincerely,

Stephany Sheekey
AMERCO Real Estate - Planner

EXHIBIT

2

Big Box Conversion

U-Haul Moving & Storage at Verona Road was acquired in August of 2011.
The building grossed 68,612 SQFT, and was a former Cub Food Store.
This location also houses are local marketing company.



U-Haul Moving & Storage at Verona Road
4716 Verona Rd, Madison, Wisconsin 53711

Big Box Conversion

Property was formerly a K-Mart and was converted to a U-Haul center offering truck and trailer rental, interior heated and climate controlled self-storage and U-Box storage. Two additional mini storage buildings were also added to the property.



U-Haul Moving & Storage of NW Detroit
19990 Telegraph Rd, Detroit, Michigan 48219

Big Box Conversion

Property consists of two block buildings totaling 125,331 sf, on 7.043 acres.
The former Pathmark Grocery Store has been developed into a U-Haul center and climate controlled self-storage (SC-10s and lockers).



U-Haul Moving & Storage of North Bergen
6701 Tonnelle Ave. North Bergen, NJ 07047

Big Box Conversion

Property is a former Lowes Store situated on Enchanted Parkway, which is the major commercial arterial in Federal Way. Improvements consist of a 109,304sf building converted to 59,836 net rentable sf of self storage (816 rooms).



U-Haul Moving & Storage of Federal Way
35205 Enchanted Pkwy S. Federal Way WA 98003

Big Box Conversion

Property was formerly a K-Mart and was converted to a U-Haul center offering truck and trailer rental, interior heated and climate controlled self-storage and U-Box storage.



U-Haul Moving & Storage of Oshkosh West
900 N Koeller St. Oshkosh, WI 54902

Big Box Conversion

Property was formerly a Menards and was converted to a U-Haul center offering truck and trailer rental, interior heated and climate controlled self-storage and U-Box storage.



U-Haul Moving & Storage at Pendleton Pike & 38th St.
6800 Pendleton Pike, Indianapolis, IN 46226

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: P07-18
Project Number: 180139
Date Filed: February 5th 2018
Cheryl Rottgen
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 CP District to C3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 2327 N Harrison St Shawnee, OK 74804

LEGAL DESCRIPTION: APN: 331500012007000000

PROPERTY OWNER (S): Nathan Alison, LLC

PROPERTY AGENT (APPLICANT): Amerco Real Estate Company

APPLICANT'S ADDRESS: 2727 N Central Ave, 5N

CITY: Phoenix STATE: AZ ZIP: 85004

EMAIL ADDRESS: stephany_sheekey@uhaul.com

TELEPHONE NUMBER: (602) 263-6555 CONTACT NUMBER: (863) 412-9217

DIMENSIONS OF PROPERTY: AREA: 8.10 AC WIDTH: ~ 636 ft
LENGTH: ~ 617 ft FRONTAGE: ~ 263 ft.

CURRENT ZONING: CP CURRENT USE: Vacant

PROPOSED ZONING: C3 PROPOSED USE: Self-Storage, U-Haul Truck & Trailer Share, and Retail Sales

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

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

SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

RECEIPT NO. 02132412

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 #P07-18

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 Seven (7), Block Twelve (12), NORTHBRIDGE 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.

General Location Known As:	<u>2327 N. Harrison Avenue, Shawnee, OK</u>
Current Zoning Classification:	<u>CP; Planned Shopping Center District</u>
Requested Zoning Classification:	<u>C-3; Highway Commercial District</u>
Proposed Use of Property:	<u>Self-Storage, Truck & Trailer Share, Retail Sales</u>
Applicant:	<u>Amerco Real Estate Company</u>

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

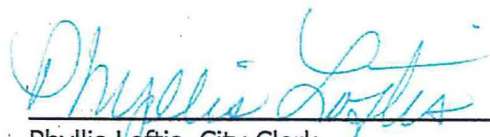
The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

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

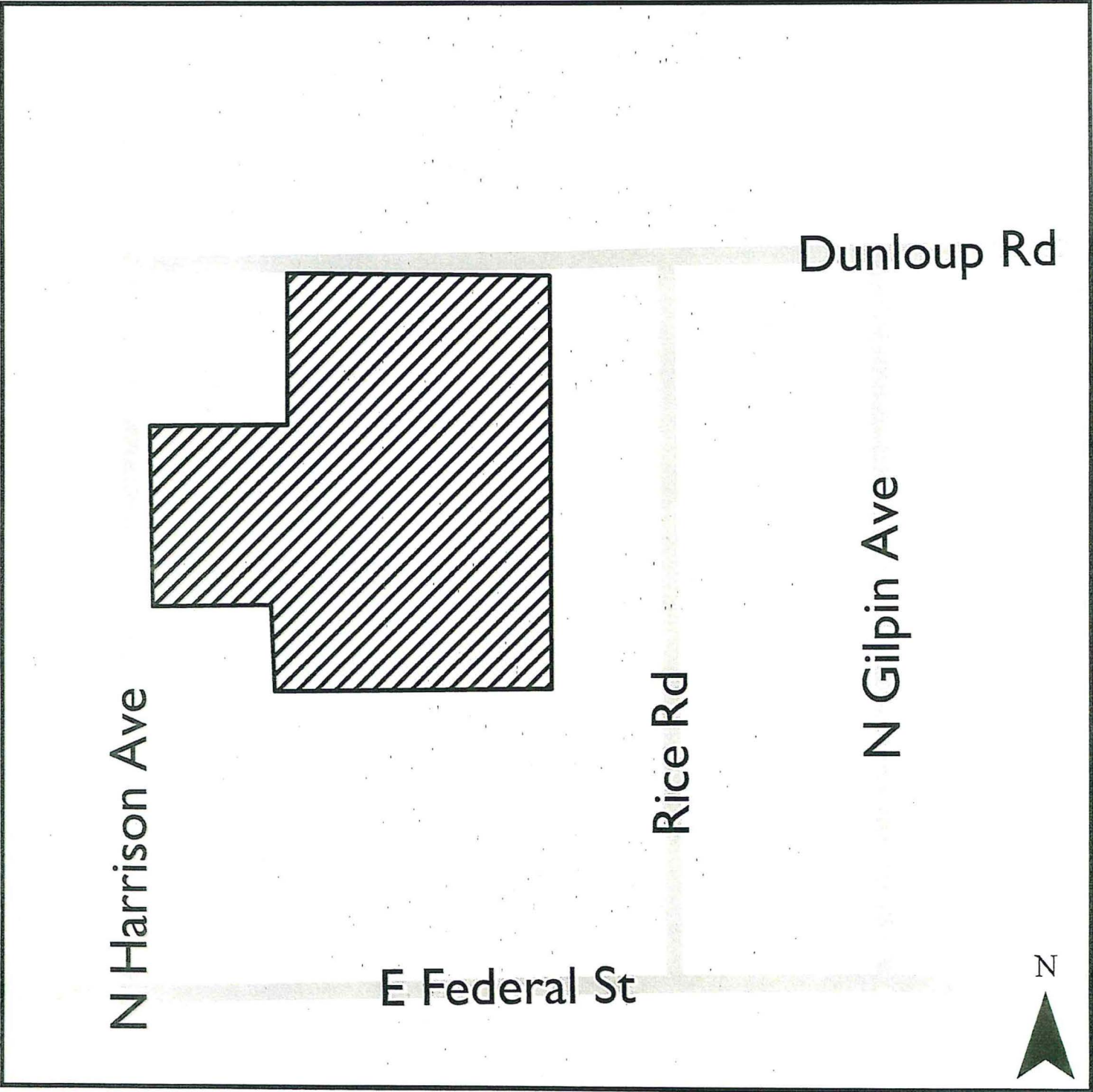
At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition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




Phyllis Loftis, City Clerk

CASE # P07-18
REZONE FROM CP TO C-3
2327 N. HARRISON



CHOICE TITLE & ABSTRACTING
INSURANCE
ESCROW/CLOSING/ABSTRACTING
AGENCY
118 N. Broadway
Shawnee, Oklahoma 74801

Telephone (405) 273-9820
Fax (405) 273-9813
Email: orderdesk@choicetitle.net

Attn: Stephanie Sheekey
2727 N Central Avenue, Suite 500
Phoenix, AZ 85004

Email: stephany_sheekey@uhaul.com
Telephone: (863) 412-9217

Re: Choice File No. 7835

February 2, 2018

LEGAL DESCRIPTION

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.

Property Address: 2333 thru 2327 North Harrison Street, Shawnee, Oklahoma

Property Owner: NATHAN-ALISON, LLC, c/o Kin Properties Inc., 185 N.W. Spanish River Boulevard, Suite 100, Boca Raton, Florida 33431 - Partial Lot 7 Block 12, Northridge Addition, 4th Section, Beginning SW/C Lot ; thence North 285.26 feet; thence East 180 feet, thence North 180 feet; thence East 452.14 feet; thence South 462.61 feet; thence West 633.9 feet to the POB

Tenant: KMART CORPORATION c/o Sears Holdings Management Corporation, 3333 Beverly Road, Hoffman Estates, Illinois 60179 Attention: President-Real Estate

Property Owner: THUNDER PROPERTIES LLC, 1600 Corn Camp Road, Buttonwillow, California 93206 - Partial Lot 7 Block 12, Northridge Addition, 4th Section, Beginning NW/C of Lot 7, thence East 151.03 feet; thence South 180 feet; thence West 180 feet; thence North 151.03 feet to the POB

Tenant: OK Restaurant Holdings, L.L.C., 1301 Solana Blvd., Bldg. 2, Suite 2300, Westlake, Texas 76262 - Carl's Jr. # 1649, 2333 N. Harrison, Shawnee, OK 74802

300' SURROUNDING PROPERTY OWNERS (taken from corner boundaries of Lot 7 Block 12, Northridge Addition, 4th Section)

City of Shawnee, P.O. Box 1448, Shawnee, OK 74802-1448

State of Oklahoma, C/O Department of Transportation, 200 N.E. 21st Street,
Oklahoma City, OK 73105

Nordent, Inc., 20 Dunloup Road, Shawnee, OK 74804 - Lot 9 Block 13, Northridge Addition, 4th Section

Dunloup LLC, 18 Dunloup, Shawnee, OK 74804 - Lot 9 Block 13, Northridge Addition, 4th Section

D. Jack M Chinn, DDS, 20 Dunloup, Shawnee, OK 74804 - Lot 9 Block 13, Northridge Addition, 4th Section

Pinnacle Dental, 20 E Dunloup, Shawnee, OK 74804 - Lot 9 Block 13, Northridge Addition, 4th Section

Orthodontic Specialists of Oklahoma, 18 Dunloup, Suite A, Shawnee, OK 74804 - Lot 9 Block 13, Northridge Addition, 4th Section

Austin & Austin Investments, LLC, 37311 45th Street, Shawnee, OK 74804 - Lot 9 Block 13, Northridge Addition, 4th Section - Boomerang Corporate Offices, 2400 N. Harrison, Shawnee, OK 74802

OK Holding LLC, 1301 Solana Blvd., Bldg 2, Suite 2300, Westlake, Texas 76262-6281 - Tenant Carl's Jr. # 1649, 2333 N. Harrison, Shawnee, OK 74802

Patriot International LP, 465 Venetian Villa Drive, New Smyrna, Florida 32168 - Tenants The Mad Tatter, 2304 N Harrison, Shawnee, OK 74804; Healing Essance Massage Therapy, 2302 N Harrison, Suite D, Shawnee, OK 74804

Midfirst Bank, c/o MERITAX LLC, 14901 Quorum Drive, Suite 740, Dallas, TX 75254
Midfirst Bank Location: 2320 N. Harrison, Shawnee, OK 74802

Northridge Church of Christ, PO Box 666, Shawnee, OK 74802-0666 - Lot 8 Block 13, Northridge Addition, 4th Section

Tanya Gilbert Irrevocable Trust, 26 Dunlop Drive, Shawnee, OK 74804 - Lot 7 Block 13, Northridge Addition, 4th Section

Page 3 - File No. 7835

Gerren D. Bowlan, 28 E Dunlop Drive, Shawnee, OK 74804 - Lot 6 Block 13, Northridge Addition, 4th Section

Willie F. & Patricia A. Clagg, 28 Rice Road, Shawnee, OK 74804 - Lot 1 Block 12, Northridge Addition, 4th Section

Jason Willis & Kaci N. Grasty, 26 Rice Road, Shawnee, OK 74804 - Lot 2 Block 12, Northridge Addition, 4th Section

Marguerite L. Russell, 24 Rice Road, Shawnee, OK 74804 - Lot 3 Block 12, Northridge Addition, 4th Section (Transfer of Death Deed 1/3 Marilyn S. Chung; 1/3 Joyce E Tredinnick; 1/3 Donald Russell)

Freeman B. & Twilla Smith, 235 S. Oak, Shawnee, OK 74801 - Lot 4 Block 12, Northridge Addition, 4th Section

Linda & Bill S. Haselwood, 20 Rice Road, Shawnee, OK 74804 - Lot 5 Block 12, Northridge Addition, 4th Section

Calvin B. & Erika H. Jones, PO Box 1471, Shawnee, OK 74802-1471 - Lot 6 Block 12, Northridge Addition, 4th Section

Patricia A. Jackson, 17 Rice Road, Shawnee, OK 74804 - Lot 7 Block 11, Northridge Addition, 4th Section

Malania Hammer, 19 Rice Road, Shawnee, OK 74804 - Lot 8 Block 11, Northridge Addition, 4th Section

John W. Glasco, 8400 Edinger Avenue, Apt Y106, Huntington Beach, CA 92647 - Lot 9 Block 11, Northridge Addition, 4th Section

Andrea L. Brown, 23 Rice Road, Shawnee, OK 74804 - Lot 10 Block 11, Northridge Addition, 4th Section

Robert A. Robinson & Cheryl R. Trindle, 25 Rice Road, Shawnee, OK 74804 - Lot 11 Block 11, Northridge Addition, 4th Section

Thomas L. Miller, 27 Rice Road, Shawnee, OK 74804 - Lot 12 Block 11, Northridge Addition, 4th Section

Page 4 - File No. 7835

Donna S. Lasenberry, 16 Rice Road, Shawnee, OK 74804 - Lot 1 Block 14, Northridge Addition, 5th Section

Robert G. Bentley, 14 Rice Road, Shawnee, OK 74804 - Lot 2 Block 14, Northridge Addition, 5th Section

Keith Hoogland Limited Partnership c/o Accounts Payable, 1022 E. Adams, Springfield, IL 62703 - Lot 9, Block 14, Northridge Addition, 5th Section (Family Video # 582)

Charlene & Billy J.E. Partain, Sr., 13 Rice Road, Shawnee, OK 74804 - Lot 15 Block 15, Northridge Addition, 5th Section

Lavonta L. Miller, 15 Rice Road, Shawnee, OK 74804 - Lot 16 Block 15, Northridge Addition, 5th Section (Life Estate D'Anna V Fleming; Darnell A. Miller; Natasha N. Miller)

COURTESY NOTIFICATION

Wall Family LLC, c/o M. Keywood Deese, Sr VP, Trust Officer, Vision Bank NA, Ada Main Street, 101 East Main Street, Ada, OK 74821-0669 - Lot 9 Block 14, Northridge Addition, 5th Section

Family Video # 582, Movie Club Inc., 2500 Leigh Avenue, Glenview, IL 60026 - Property Location 2001 N. Harrison, Shawnee, OK 74802

Subway Sandwiches # 7501, c/o Raymond Walker, 1321 S State Highway 152, Mustang, OK 73064 - Property Location 2025 N. Harrison, Shawnee, OK 74802

Americash Loans, 2029 N. Harrison, Shawnee, OK 74801

Cordially,


Pam Atyia, Owner

Choice Title & Abstracting

RECEIVED CITY CLERK'S OFFICE

Date 3/6/18 Time 2:48 pm

March 5, 2018

City of Shawnee Planning Commission & City Commission
222 N. Broadway
Shawnee, OK 74801

RE: Case #P07-18

Dear Esteemed Commissioners:

As private business owners, we appreciate and are supportive of free enterprise. But, as dental health practitioners, community investors, and neighborhood custodians, we feel a responsibility to voice our concerns with Amerco Real Estate Company's application for rezoning from CP to C3 of the former K-Mart location which would allow them to open a self-storage/U-haul rental & retail establishment. We feel strongly that such a business would be counterproductive to the preservation of what has been established as a secure and prosperous professional business area. We have made substantial financial investments and worked very hard for several decades to establish and continually improve as a professional dental health complex among commonality businesses. It has been disappointing to lose K-mart, but to replace a nationally recognized retail store with a self-storage facility is not in line with nor the desired progress of this area and would be adding insult to injury.

Shawnee has recently experienced rejuvenation with new buildings, new reputable national chain businesses, and noteworthy renovations to existing establishments South of the highway along Kickapoo. New growth has also been expanding East of Kickapoo along the highway frontage and along 45th to Harrison. Sehorn Yamaha built an impressive new building, First United Bank is in the initial stage of construction of a new location, the improvements made for DeGraffs which changed hands to the long established Cassadorez, the renovated Boomerang corporate offices, and the new Domino station show Harrison is also moving in the direction of fresh professionalism.

On the other hand, if there is any doubt of how a few poor choices can negatively affect a prosperous area, you can look to the Kickapoo street area between MacArthur and Federal. In the course of 30 years, we who grew up here witnessed central Kickapoo go from the place to be, to struggling to draw customers. Long term restaurants and retail were replaced with businesses that fell short of the previous for the sake of quick sales and avoiding vacant buildings. The demographic decline resulted in a domino effect of failed businesses replaced by increasingly lesser quality. With recent street improvements and the new physical fitness establishments, there hope for greater stability but at the price of untold dollars for both the City of Shawnee and business owners.

We are a society who love our stuff and often need a place to store the abundance. Climate-controlled storage demand has resulted in a profound increase of facilities over the past decade. We believe Shawnee would utilize and support a climate-controlled self-storage facility regardless of where it was located, but we do not believe in the middle of established professional and retail businesses is necessary for its success. Shawnee is not so large that this type of self-storage would be challenging to access if

located near the outskirts or warehouse-oriented districts, as are many of Shawnee's successful self-storage facilities.

While climate-controlled storage units are an asset for preservation of temperature sensitive items, they have also proven popular for less reputable endeavors. Despite rules, contracts and security measures, self-storage facilities tend to be susceptible to overnight meth labs or drug distribution locations, increased incidents of theft, desperate individuals covertly utilizing units as low-cost housing, not to mention vermin and pestilence infestations. The effects of each can and do cross property lines to adjacent business and homes. While we do not anticipate this prospective business making national headlines, we are concerned our businesses will not go unscathed. This is not paranoid speculation. We have in fact been previously negatively affected by a similar establishment. Years ago, a U-Haul rental was allowed to be added to a filling station directly East of our location. Despite responsible ownership efforts, there was an increase of trash and insects, obstructions of egresses, an increase of loitering in evening hours which affected the security of our practice's predominately female staff, and an inadequately secured trailer rolled off their property resulting in considerable damage to an employee's vehicle. The U-haul business did not prove to be good neighbors.

In addition, we already experience occasional lawn damage from large trucks that park in the North end of what was K-mart's parking lot, so the drivers can walk across our property to eat at Golden Corral. Some trucks have difficulty negotiating the turn without going up and over our curb leaving deep ruts in our green space resulting in the expense of having dirt brought in to fill plus grass repair. These are drivers with their CDL. We fear drivers with less experience and training who rent a truck and or trailer will only increase the frequency of damage and repair expenses.

We appreciate that a vacant building the size of K-mart's may take time to draw a quality replacement, but we hope you will be diligent in the interest of recent quality urban renewal. Thank you for your consideration of this matter.

Sincerely,



Dr. J. Eric Hopkins

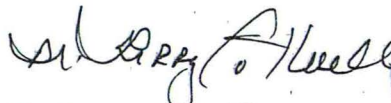


Dr. Ashley Bledsoe Cook

Hopkins Dental Clinic, P.L.L.C. 18 E. Dunloup Road, Shawnee, OK 74804



Dr. Michael Behrmann



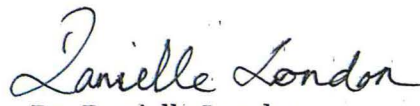
Dr. Terry Cotterell



Dr. Onur Kadioglu



Dr. Dan Kratzer



Dr. Danielle London

Orthodontic Specialists of Oklahoma, 18 E. Dunloup Road, Shawnee, OK 74804

RECEIVED CITY CLERK'S OFFICE

Date 3/7/18 Time 9:53am
Le

March 6, 2018

City Commissioners
City of Shawnee: Mayor Richard Finley
City Manager: Justin Erickson

Re: Rezone of property Case #P07-18

To Whom It May Concern:

We, William S. and Linda L. Haselwood have lived in the Northridge neighborhood for twenty-five (25) years. We moved to Shawnee in 1992 and purchased our home at 20 Rice Road in 1993. Bill has been practicing law for 25 years in Shawnee and I taught school in the Shawnee Public School District for 19 of the 37 years of my teaching career. Our daughter, Sarah, started fourth grade when we moved here. She graduated high school in 2001 and then attended Oklahoma Baptist University in 2006. She is currently the Director of Food Sales at Shawnee Milling Company. Our granddaughter Emma is in fourth grade at Will Rogers Elementary. All this to say, we have a vested interest in our community.

We were given notice by mail that the City of Shawnee, Oklahoma will conduct a public hearing on a proposed Rezone of property described as follows:

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.

We, William and Linda Haselwood are opposed to this Rezone. We do not feel that this is in the best interest of our neighborhood of Northridge. Our home was not purchased with the intention of having a Highway Commercial District Zoning Classification Storage, Truck and Trailer Share, Retail Sales literally in our backyard.

As a homeowner and resident of Northridge, we believe that the rezoning will have a significant adverse impact and diminish the character of the Northridge neighborhood. Allowing a Commercial Dealership will have an impact not only on the neighborhood, but of the township as a whole. Below are our reasons for opposing the Rezone:

- This all-night facility is adjacent to my back yard. I lose all privacy! Anyone could vandalize the facility and jump my fence and use my backyard as an escape route.
- The rezone will generate more traffic around the neighborhood and congest the entrance into and out of the neighborhood.
- Night access to facility is likely to present additional danger to the neighborhood.
- Crime is a factor.
- Noise, security lights, etc.
- Fear of decreased property value. Any economic benefits would be negated by reduction in property value of Northridge homes.
- High mobility rate of people moving in and out of this facility could cause this development to decrease in appearance and value.

We are asking the planning committee, commission, and mayor this very crucial question, "Would you like this facility in your backyard?" We are sure the answer would be, "Absolutely NOT." The Northridge neighborhood deserves your attention on this matter. Please maintain a healthy balance of a healthy neighborhood and the township as a whole.

Thank you,

William S. Haselwood



Linda L. Haselwood



RECEIVED CITY CLERK'S OFFICE
Date 3/7/18 Time 1:28pm
KC

March 6, 2018

City Commissioners
City of Shawnee Mayor, Richard Finley
City Manager, Justin Erickson

Re: Rezone of Property Case #P07-18

To Whom It May Concern:

I, Andrea Brown, have lived in the neighborhood of Northridge, my whole life. As a child, I lived at 17 Gilpin and now as an adult, I live at 23 Rice. This neighborhood has been here for years but remains a nice neighborhood to live in.

I have been informed as to the rezoning of the Kmart property and am opposed to it. This is not a positive endeavor for our neighborhood of Northridge.

This rezoning will draw additional traffic around the neighborhood during night time hours, which is likely to present additional risk/danger to the safety of our neighborhood. Crime is big factor in considering a 24 hour self storage facility. Noise, security lights shining down into backyards and windows at all hours, pests and rodents and other nuisances are other issues. Self storage is a fire hazard with all the stuff piled high in the units. I have been informed by an area police officer that homeless people rummage through dumpsters. Items such as clothes mold and are smelly in these units. Another huge concern is home value diminution for the homes in Northridge, as well as other nearby neighborhoods.

As a homeowner and resident of Northridge, I believe that the rezoning will have a significant impact on the character and quality not only of our neighborhood, but of the township as a whole. Fear of decreased property value and concern of investments are valid reasons and concerns for opposing this rezoning. This zoning change could adversely impact many neighborhoods in the township. Rezoning can promote neighborhood decay and speed the demise of the single family neighborhood. Zoning is meant to preserve this, not endanger or attack this

Self storage units are all over town. I know in the past that the commission talked about restricting the construction of more storage units in the town of Shawnee. Apparently, this measure didn't pass, but I consider it still to be a problem that Shawnee needs to address. They are not pretty and will not add to the commerce of our town. Storage units will not draw much tax revenue for the city. A fifty dollar storage unit will draw around \$5 a month in taxes, whereas retail shopping could increase tax revenue and add much more to our tax base. There is a healthy balance to be maintained (agricultural, residential, commercial, R-1, R-2, etc.). Our rental self storage facilities are abundant in Shawnee. This property is on a prominent corner entering Northridge. This additional facility right in the middle of town on this corner will not promote growth and the beautification of our city.

This is why the planning committee, commissioners and mayor are in place to maintain this healthy balance. It is not a question of the quality of materials, craftsmanship or intent. It is a question of is this a healthy balance for our community, this particular neighborhood, location, school district, etc. The high mobility rate of people moving in and out of this facility will also cause this development to decrease in appearance and value thus decreasing surrounding property values. The commercial zoning that stands now had a very different impact on the area's property value.

This is why I am here today to ask the committee, commission and mayor to please maintain a healthy balance and deny the rezoning of property case #P07-18.

Sincerely,

A handwritten signature in cursive script that reads "Andrea Brown". The ink is dark and the signature is fluid.

Andrea Brown
23 N. Rice Avenue
405-517-0021

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 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.

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 19th day of March 2018, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification CP; Planned Shopping Center 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 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 CP; PLANNED SHOPPING CENTER 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



2327 N Harrison St: Supplemental Information for Rezone

U-Haul looks forward to continue working with the City of Shawnee as you consider our Rezoning Application previously submitted. As requested, to better help you understand our business and our proposal, we have provided the following materials:

- Detailed Security Plan for a recent Kmart conversion (please note this is not specific to this particular site but is very similar to what will be provided for this location at a later date)
- Conceptual Site Plan showing proposed landscaping improvements, equipment shunting, display spaces, retail showroom, and self-storage
- “Partners of a Dynamic Community” presentation highlighting company policies on security and examples of previous big-box conversions
- Rendering of proposed landscaping along the north of the property where abutting residential

Additionally, we would like to expand on the following items:

- Noise: Our hours of operation (see below) help to ensure that noise will not be a concern for neighboring properties. Self-storage is a quiet use and being such, an excellent buffer for commercial and residential uses. Additionally, our trucks are not commercial vehicles like many of the other moving and storage competitors. We have passenger vehicles which run on unleaded fuel. Our trucks are quiet, clean, and attractive unlike the diesel trucks you would find elsewhere.
- Traffic: Directional signs are provided on the lot to ensure customers have an easy time getting in and out with the vehicles. The shunting of our equipment in strategic locations helps alleviate congestion.
- Security: upgrades will include 24-hr state of the art burglar / max alarm system, interior motion detectors, 24-hr digital, color video surveillance, individually alarmed rooms, and an exclusive U-Haul patented latch contact used in all storage units.
- Improvements: additional landscaping to screen the northern property line from abutting residential properties & upgraded security installations
- Hours of Operation:

Mon. - Thurs.	7:00 a.m. to 7:00 p.m.
Fri.	7:00 a.m. to 8:00 p.m.
Sat.	7:00 a.m. to 7:00 p.m.
Sun.	9:00 a.m. to 5:00 p.m.

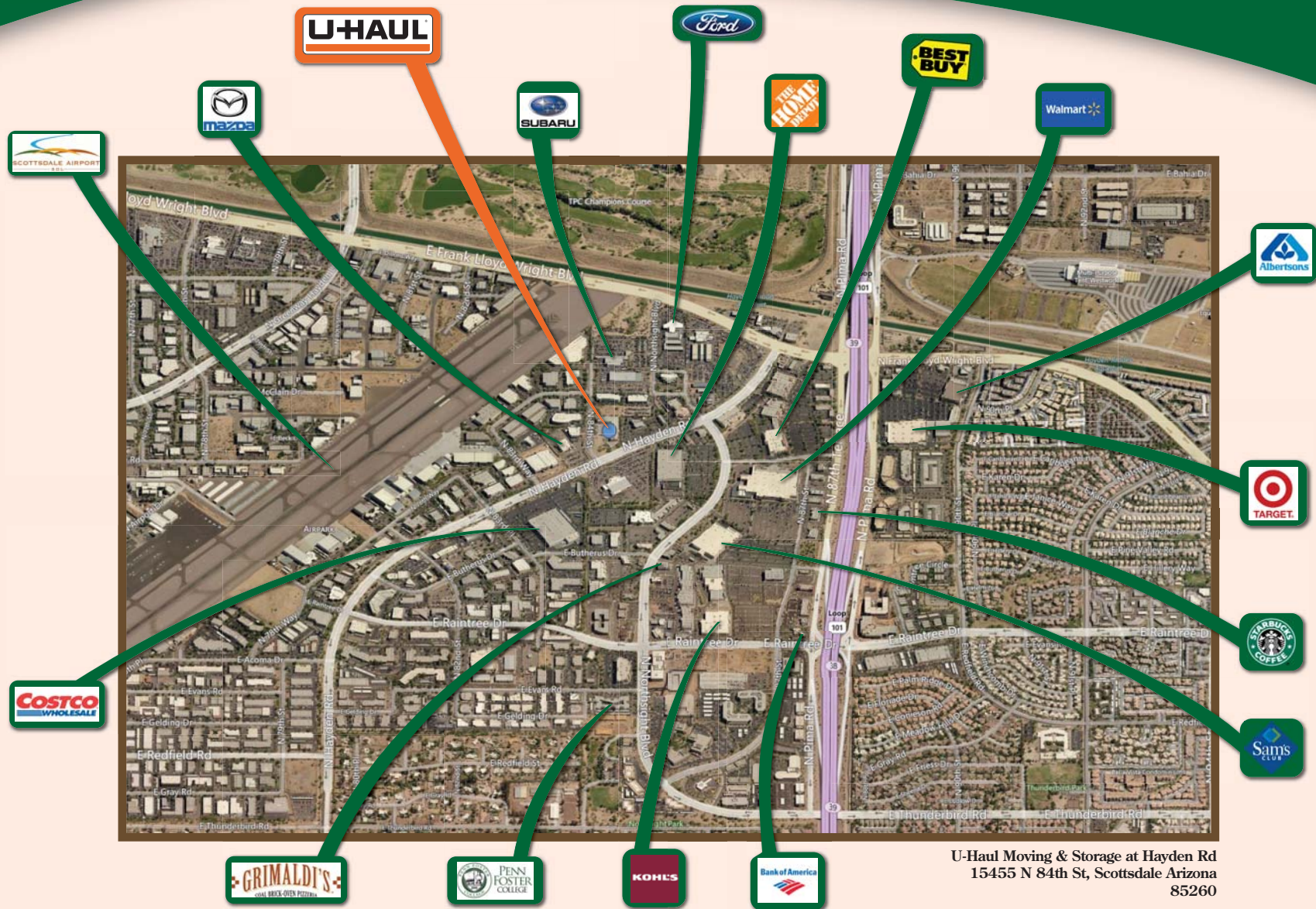
Thank you for your continued guidance as we make our way through this process. If there is any additional information you require, please feel free to ask.

Sincerely,

Stephany Sheekey
AMERCO Real Estate - Planner

GENERAL NOTES:			
	KEY SHUNT		
	CARD READER		
	DOOR CONTACT		
	TEMP. SENSOR		
	MOTION SENSOR		
	MOTION NUMBER		
	SIREN/BURGLAR		
	SIREN/ROOMS		
	GLASS BREAK		
	PANIC BUTTON		
	CAMERA		
	MAX CABINET		
	MAX STATION & AIPHONE		
	TRIANGLE REPRESENTS PLACEMENT OF MAX V-SON & AIPHONE		
	HORN W/STROBE		
	PA SPEAKER		
	LOW PRESSURE SENSOR		
	AC WHIPS		
	BEAM OPTEX		
	SENSOR		
	WIRELESS MUX		
REVISIONS:			
NO.	DATE	INITIALS	NOTES
1	04/13/16	BLC	REDUCE S/R SIZE, 1 R/R, REVISE MUX
2	04/21/16	BLC	REVISE DRIVE-IN LOAD AREAS, R/R, MUX
3	05/19/16	RB	BASED ON DRAWING 754072AH.DWG
4			
5			
6			
7			
8			
PROFESSIONAL SEAL:			
ARCHITECT LOGO:			
			
CONSTRUCTION DEPARTMENT 2727 NORTH CENTRAL AVENUE PHOENIX, ARIZONA 85004 P: (602) 263-6502			
SITE ADDRESS:			
Proposed U-Haul Center 19990 Telegraph Road Detroit, MI 48219			
SHEET CONTENTS:			
ENLARGED PLAN SECURITY LAYOUT SHOWROOM ERIC TAYLOR - JOB			
754072			
DRAWN:	IL	Q2	
CHECKED:	RAB		
DATE:	10/6/16		
754072 Q1			

Partners For A Dynamic Community



U-Haul has a successful and reliable track record of stability and reliability and is a devoted neighbor in over 850 communities in North America.

Big Box Conversion

U-Haul Moving & Storage at Verona Road was acquired in August of 2011.
The building grossed 68,612 SQFT, and was a former Cub Food Store.
This location also houses are local marketing company.



U-Haul Moving & Storage at Verona Road
4716 Verona Rd, Madison, Wisconsin 53711

Big Box Conversion

Property was formerly a K-Mart and was converted to a U-Haul center offering truck and trailer rental, interior heated and climate controlled self-storage and U-Box storage. Two additional mini storage buildings were also added to the property.



U-Haul Moving & Storage of NW Detroit
19990 Telegraph Rd, Detroit, Michigan 48219

Big Box Conversion

Property consists of two block buildings totaling 125,331 sf, on 7.043 acres.
The former Pathmark Grocery Store has been developed into a U-Haul center and climate controlled self-storage (SC-10s and lockers).



U-Haul Moving & Storage of North Bergen
6701 Tonnelle Ave. North Bergen, NJ 07047

Big Box Conversion

Property is a former Lowes Store situated on Enchanted Parkway, which is the major commercial arterial in Federal Way. Improvements consist of a 109,304sf building converted to 59,836 net rentable sf of self storage (816 rooms).



U-Haul Moving & Storage of Federal Way
35205 Enchanted Pkwy S. Federal Way WA 98003

An Established Reputation Serving Your Community



Colorado Springs, Co

U-Haul strives to raise standards and provide a desired and essential product to the communities in which it serves.

For over 50 years, U-Haul has been recognized as a symbol of quality and reliability throughout the United States and Canada.

An Asset to Your Community



Burnsville, MN

With your input, U-Haul ensures that it builds and operates retail centers that are aesthetically pleasing.

Focusing on Your Community



Newburgh, NY

Architecturally compatible designs and attractive landscaping enhance and complement the neighboring area. In doing this U-Haul avoids building the typical warehouse facility and instead welcomes your community's choice of more environmentally appealing structures that emphasize the look and feel of your surrounding neighborhood.

U-Haul Renovations Revitalize



AFTER



BEFORE

Durham, NC

U-Haul Renovations Revitalize



Plymouth, MN

U-Haul Security Features

Security features found in U-Haul Centers

- “State-of-the-Art” Burglar/Max Alarm System, includes 24 Hour monitoring and interior motion detectors on all storage floors, stairwells and main showroom
- Hands Free Intercom System, able to communicate to all Max Stations throughout all floors of storage, specifically designed for customer use
- 24 Hour Digital, Color Video Surveillance, with remote & web base viewing
- Individually Alarmed Rooms, armed & disarmed by a Keypad/Card swipe
- Programmable, automatic security gates which only allow paying customers to access exterior storage.
- 16+ Color/ Black & White, Day and Night Cameras, will display facilities interior, exterior and elevator
- Multiple, Audible Sirens for Storage and Burglar Alarms
- The Exclusive U-Haul patented latch contact used in all storage units

U-Haul's Sustainability Programs

- **Box Exchange Program**
 - Facilitating Multiple Reuses
- **Fuel Economy Gages**
- **U-Car Share**
- **100% Biodegradable Packing Peanuts made of starch mixture, replacing styrofoam and reducing landfill waste**
- **Moving Blankets Manufactured from Denim and cotton/ polyester**
- **Re-Use Centers at Storage Locations**
- **Telecommute program**
- **The Conservation Fund- Go Zero**
- **Placing U-Haul Dealerships and equipment in neighborhoods, reducing customer fuel consumption and CO2 generation when obtaining and returning rental equipment**

U-Haul's Sustainable Development

Our centers are constructed with methods and products that reduce energy consumption:

- Using Butler MR-24 Metal Roof System has a life cycle of 35+ years, is Energy Star compliant, and recyclable
- Mobile storage rooms made from 95% reused material
- Motion Sensor Lighting in Storage Centers
- Permeable ground cover for rental equipment parking and self-storage drives. Reducing development footprint, recharging the ground water, and lowering impact on municipal water management systems
- Partnership with Arizona State University on incorporating sustainable architecture into U-Haul Centers
- Locating U-Haul Centers near public transportation lines to reduce customer fuel consumption and CO2 emissions

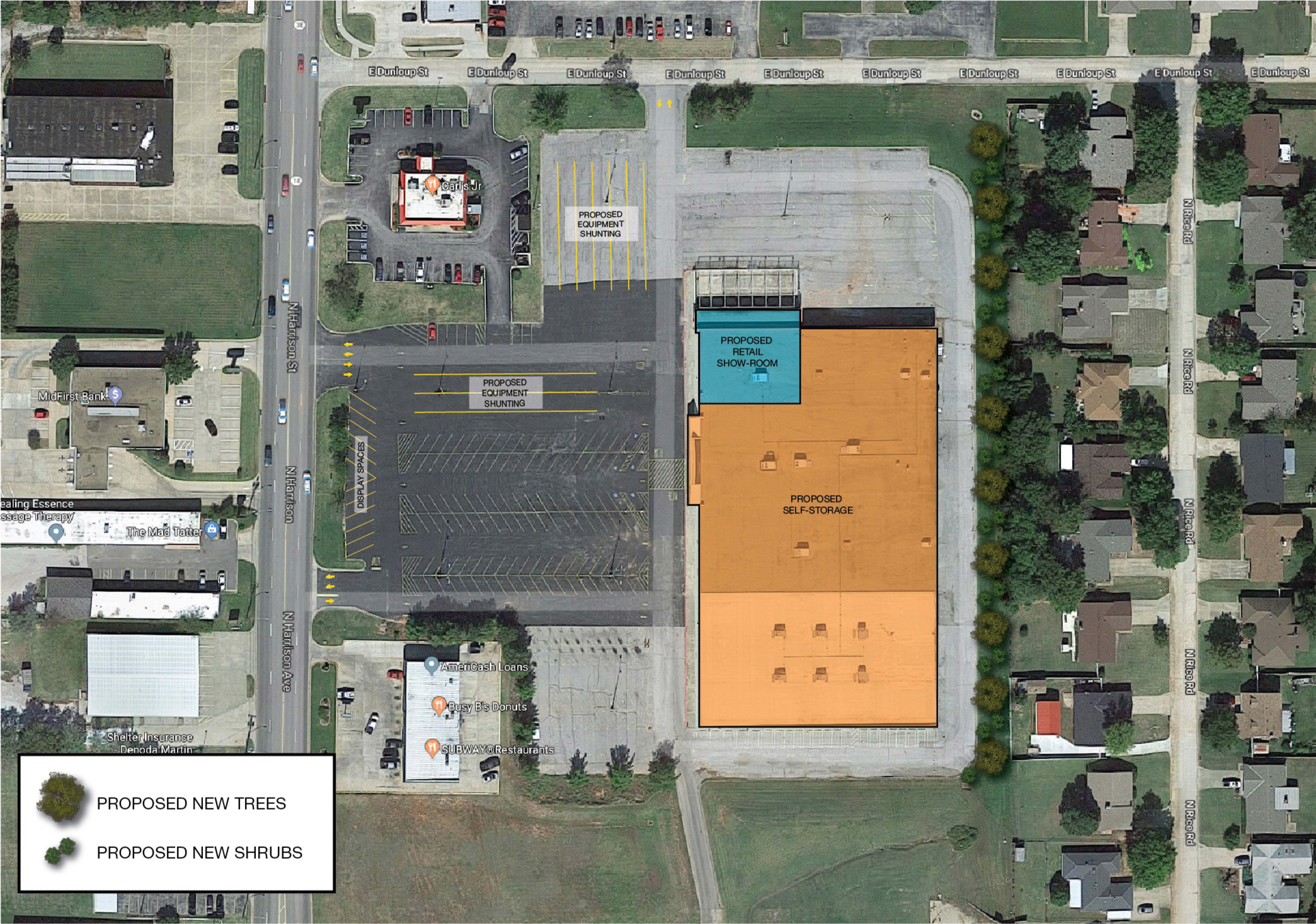
Traffic Studies & Commercial Uses

Our truck and self-storage uses generate less traffic than most other commercial uses.

USE COMPARISON					
Use	Square Feet	Traffic Volume		Typical Hours	Days
		Weekday	Weekend		
Fast Food Restaurant	3,000 sq ft	3,161 trips	3,430 trips	18 hours - 24 hours	7
Gas Station w/ Convenience Store	2,200 sq ft	1,200 trips	2,200 trips	18 hours - 24 hours	7
Hotel	50,000 sq ft	905 trips	901 trips	24 hours	7
Casual Dining	5,000 sq ft	1,075 trips	1,258 trips	11 am - 11 pm 12 hours	7
U-Haul Center	80,000 sq ft	31 trips	53 trips	7 am - 7 pm 12 hours	7

Benefits to Your City

- Promotes growth in your community.
- Promotes sustainability by reducing customer trip-length to obtain a shared truck – HUGE CO₂ savings. Shows leadership via us, public/private cooperation.
- The proposed U-Haul would add to the property value and increase the tax base which strengthens the economic base of the community.
- Promotes reuse programs and reduces tree harvesting, pulp manufacturing and shows leadership via public/private
- Promotes sustainability and generates less traffic than other retail or commercial uses, thus reducing congestion and pollution.
- The planned U-Haul expansion would adhere to City Code and standards, creating a new use for an existing site.



SCALE: N.T.S.

GENERAL NOTES:

REVISIONS:

NO.	DATE	REVISIONS	NOTES
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

PROFESSIONAL SEAL:

ARCHITECT LOGO:

AMERCO
REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT
2727 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85004
P: (602) 263-6502
F: (602) 277-1026

SITE ADDRESS:

U-HAUL LAKE ZURICH
2323 N HARRISON ST.
SHAWNEE, OK

SHEET CONTENTS:

CONCEPTUAL
SITE PLAN

738072

DRAWN:	HRK
CHECKED:	PB
DATE:	04.03.2018

SHAWNEESPA1A.dwg

© 2018 AMERCO REAL ESTATE COMPANY



Date 3/13/18 Time 4:36pm

March 8, 2018

City Commissioners

City of Shawnee Mayor, Richard Finley

City Manager, Justin Erickson

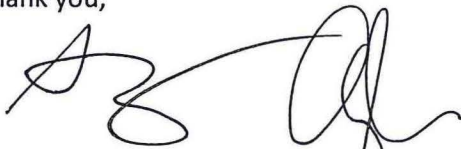
To Whom It May Concern:

We are writing in opposition to the rezoning of property case #P07-18. This building is prime commercial frontage that would be more suited for a retail development, that will generate much needed sales tax dollars, as did K-Mart when it occupied the location. It doesn't seem to benefit our community to put in yet another storage facility, which will generate minimal sales tax and only employ 10-15 citizens. We, along with much of our community, feel that it would be more beneficial to wait until something better comes along. We can do better. Let's shop the location to developers who could potentially divide the space into several retail locations, or propose the location to bigger retailers who may be interested coming to our community. If Shawnee wants to have greater things on the horizon and keep our citizens spending dollars in town, that in turn support our firemen, police, and schools, then we must do our part to bring beneficial businesses to this town. It's crucial and allowing this location to be rezoned and turned into a storage facility seems like a missed opportunity.

We are aware that it seems like the community is indifferent to this proposal, due to the lack of presence at the hearing, for which there could be any number reasons. However, we encourage you to look at the comments on social media, particularly the comments on News-Star's article about this proposal. Our community has a voice, and although it isn't being voiced in the traditional sense of being present at the meeting, or writing formal letters to the Commission, it should be heard and considered.

Ultimately, we all want to see our city grow and succeed and be able to compete with surrounding areas. We need to take great consideration into issues such as this. Please strongly consider denying the rezoning of property case # P07-18.

Thank you,



Dr. Andrew and Mrs. Annie Minnigh

RECEIVED CITY CLERK'S OFFICE

Date 3/13/18 Time 4:36pm

March 10, 2018

Shawnee, Oklahoma
City Commissioners
Mayor Finley
C.M. Justin Erickson

Regarding: Rezoning property Case #PO7-18

Dear Sirs:

I have lived on Gilpin Avenue since the houses were first built. I've lived through empty U-Haul trucks racing back to their base across from the old K-Mart. On two occasions I complained to management about their drivers to no avail. So I am going to take this opportunity to protest this rezoning measure.

Harrison Street is the scene of numerous wrecks already. Kickapoo Street is also. Do we really need to add more traffic?

There are storage units all over town. There are storage units a few blocks away from proposed site owned by Commissioner Harrod and his wife; or is that just his wife? How much storage do we need? It would be nice to consider what is good for our neighborhoods instead of what is good for a few pockets.

Would you like the proposed facility close to your house?

Wanda Barnett
17 Gilpin Ave.
405-273-2929

March 6, 2018

RECEIVED CITY CLERK'S OFFICE
Date 3/13/18 Time 4:36pm

City Commissioners
City of Shawnee Mayor, Richard Finley
City Manager, Justin Erickson

Re: Rezone of Property Case #P07-18

To Whom It May Concern:

I, Andrea Brown, have lived in the neighborhood of Northridge, my whole life. As a child, I lived at 17 Gilpin and now as an adult, I live at 23 Rice. This neighborhood has been here for years but remains a nice neighborhood to live in.

I have been informed as to the rezoning of the Kmart property and am opposed to it. This is not a positive endeavor for our neighborhood of Northridge.

This rezoning will draw additional traffic around the neighborhood during night time hours, which is likely to present additional risk/danger to the safety of our neighborhood. Crime is big factor in considering a 24 hour self storage facility. Noise, pests and rodents and other nuisances are other issues. Self storage is a fire hazard with all the stuff piled high in the units. I have been informed by an area police officer that homeless people rummage through dumpsters. Items such as clothes mold and are smelly in these units. Another huge concern is home value diminution for the homes in Northridge, as well as other nearby neighborhoods.

As a homeowner and resident of Northridge, I believe that the rezoning will have a significant impact on the character and quality not only of our neighborhood, but of the township as a whole. Fear of decreased property value and concern of investments are valid reasons and concerns for opposing this rezoning. This zoning change could adversely impact many neighborhoods in the township. Rezoning can promote neighborhood decay and speed the demise of the single family neighborhood. Zoning is meant to preserve this, not endanger or attack this

Self storage units are all over town. I know in the past that the commission talked about restricting the construction of more storage units in the town of Shawnee. Apparently, this measure didn't pass, but I consider it still to be a problem that Shawnee needs to address. They are not pretty and will not add to the commerce of our town. Storage units will not draw much tax revenue for the city. A fifty dollar storage unit will draw around \$5 a month in taxes, whereas retail shopping could increase tax revenue and add much more to our tax base. There is a healthy balance to be maintained (agricultural, residential, commercial, R-1, R-2, etc.). Our rental self storage facilities are abundant in Shawnee. This property is on a prominent corner entering Northridge. This additional facility right in the middle of town on this corner will not promote growth and the beautification of our city.

This is why the planning committee, commissioners and mayor are in place to maintain this

healthy balance. It is not a question of the quality of materials, craftsmanship or intent. It is a question of is this a healthy balance for our community, this particular neighborhood, location, school district, etc. The high mobility rate of people moving in and out of this facility will also cause this development to decrease in appearance and value thus decreasing surrounding property values. The commercial zoning that stands now had a very different impact on the area's property value.

This is why I am here today to ask the committee, commission and mayor to please maintain a healthy balance and deny the rezoning of property case #P07-18.

Sincerely,

A handwritten signature in black ink that reads "Andrea Brown". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

Andrea Brown
23 N. Rice Avenue
405-517-0021



U-Haul Neighborhood Stores

Partnering with Cities and Towns to Support
Sustainable, Resilient Communities

Presented to:
City of Shawnee Planning Department
March 2018

U-Haul Supports the City of Shawnee

It would be a great honor and privilege for U-Haul to partner with such a thoughtful community in creating a sustainable future for Shawnee.

Sustainability efforts at U-Haul include:

- ❑ Truck & Trailer Sharing
- ❑ Neighborhood Dealers
- ❑ Green Building Features
- ❑ Product stewardship
- ❑ Reuse Programs
- ❑ Sustainable Retail Products
- ❑ Tree Planting Partnerships



Photo: <https://www.facebook.com/pg/VisitShawneeOklahoma>

U-Haul Extends Social and Economic Sustainability

- ❑ More than 18 million customers shared U-Haul trucks and trailers in 2017. U-Haul provides positive economic support to a community by attracting customers from different regions.
- ❑ This added customer base increases awareness of other nearby merchants, and fosters relationships that may bring new business to the community, ensuring a viable, expanding local economy.
- ❑ Increased business traffic may require hiring additional employees, improving the quality of life for residents needing work to support themselves and/or their families.

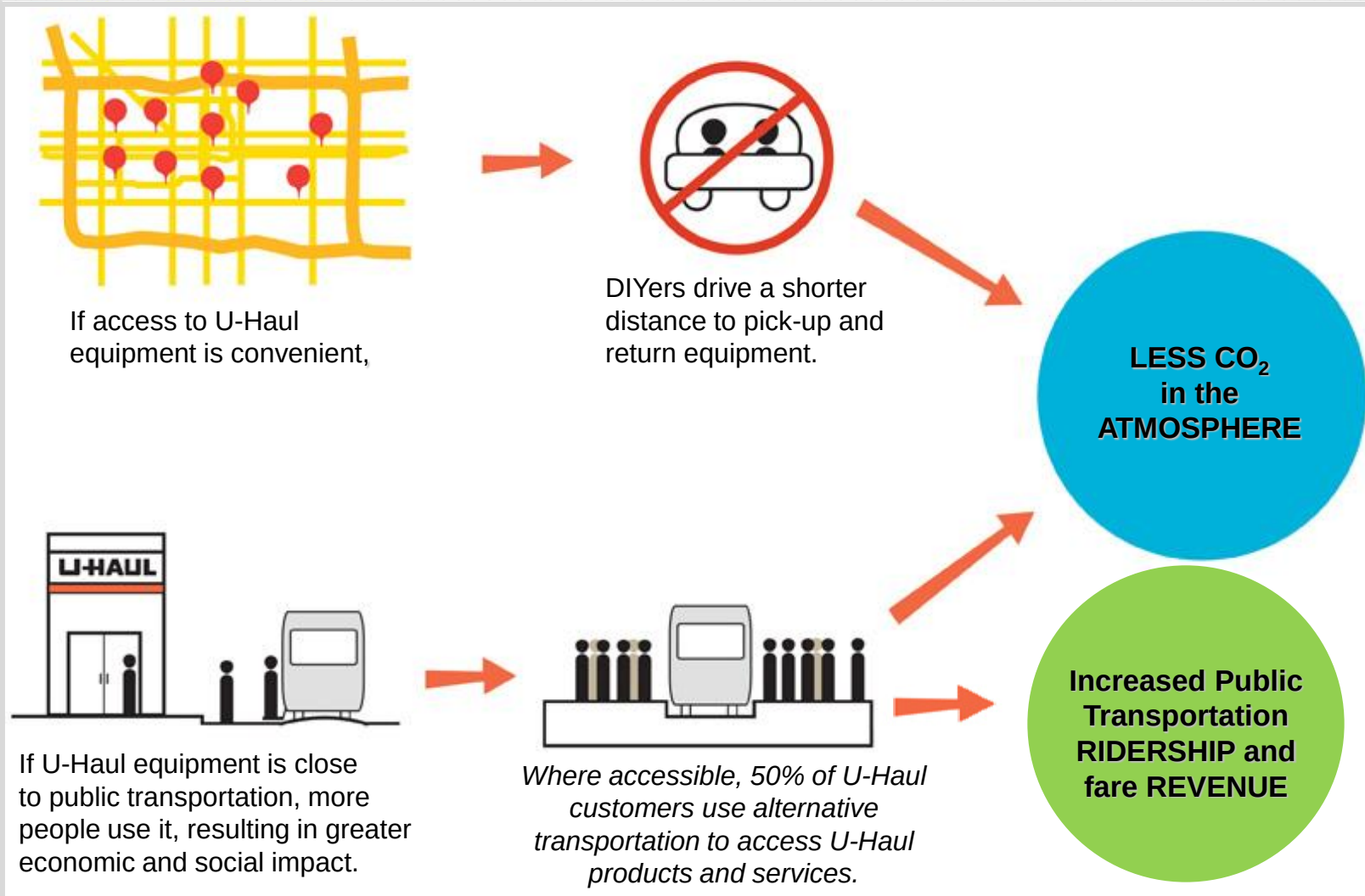


U-Haul Truck Sharing is the Sustainable Option

- ❑ Residents reserving one properly-sized U-Haul truck will eliminate numerous trips with a personal pickup truck or other vehicle, reducing emissions and minimizing traffic congestion.
- ❑ Drivers tend to plan trips more carefully and drive less when they pay for mileage and are held to a specific reservation.

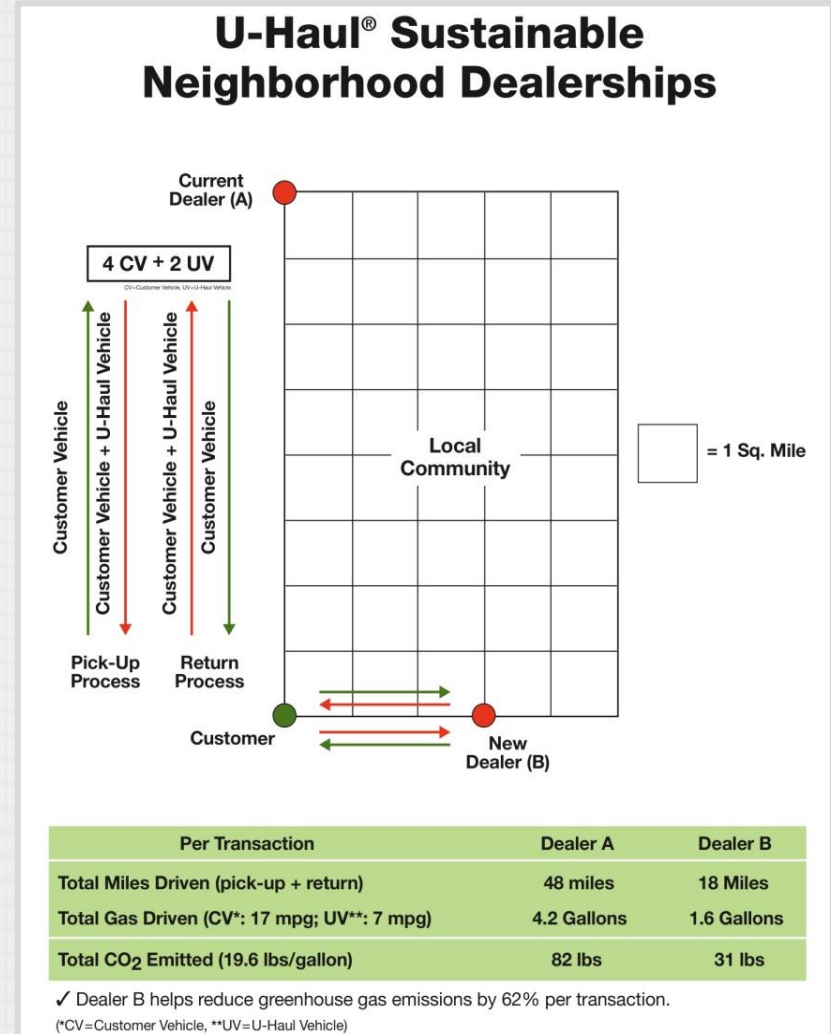


Truck Sharing: Essential to the Public Transportation Infrastructure



Strategic Locations Ensure Lowered Emissions

- ❑ The conveniently located neighborhood Dealer ensures less customer travel, less CO₂ emissions into the air and less traffic congestion.
- ❑ The closer equipment and storage is to citizens' pickup and drop off locations, the fewer miles traveled and the less fuel ultimately burned. Less fuel burned means less CO₂ put into the atmosphere. **Every mile closer eliminates 12 pounds of carbon dioxide emissions.**



“Over time, every U-Haul vehicle placed in a community serves as a potential substitute for 19 personally owned large-capacity vehicles.”

—Allan Yang, U-Haul chief sustainability scientist

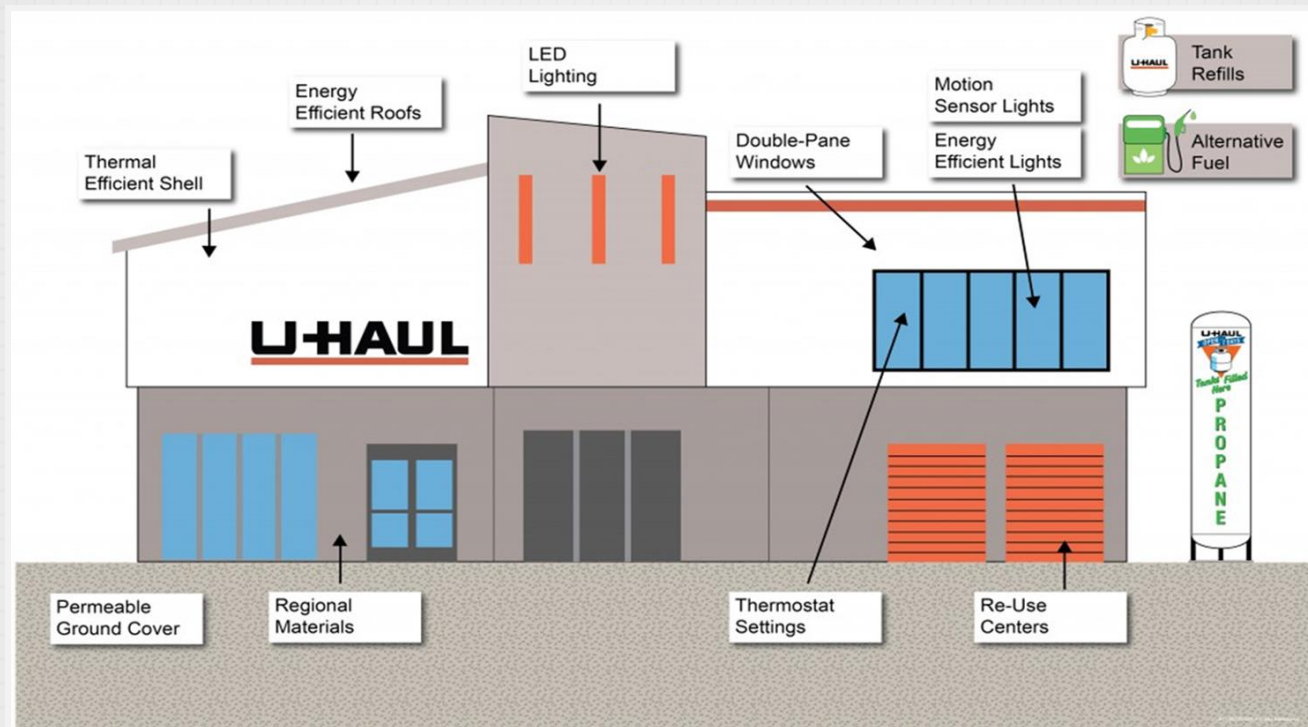


U-Haul Store Adaptive Reuse Building Conversions



A fundamental policy in U-Haul property development is to rehabilitate existing buildings in lieu of building anew. Adaptive reuse promotes infill development and enables resources to be focused on opportunities to rehabilitate buildings with environmentally thoughtful features rather than creating waste in the form of demolition, preserving valuable natural resources and land normally required for new construction.

Integrating Green Building Practices



The majority of U-Haul owned locations currently employ these principles:

- ❑ **Reduce:** Water consumption with low-flow aerators, efficient plumbing devices and irrigation systems, and native landscape requiring infrequent watering
- ❑ **Reduce:** Energy consumption with energy-efficient lighting, HVAC systems and day-lighting. To date, energy-efficient projects save more than 42,000,000 kWh every year.
- ❑ **Reuse:** Reclaimed rainwater with permeable ground cover parking lots
- ❑ **Recycle:** Building and operation materials such as steel, aluminum, wood, paper, glass and plastics

Adaptive Reuse Building Conversions

U-Haul rescued an abandoned supermarket complex and converted the building to host an attractive, functional business which serves the Durham, North Carolina community.



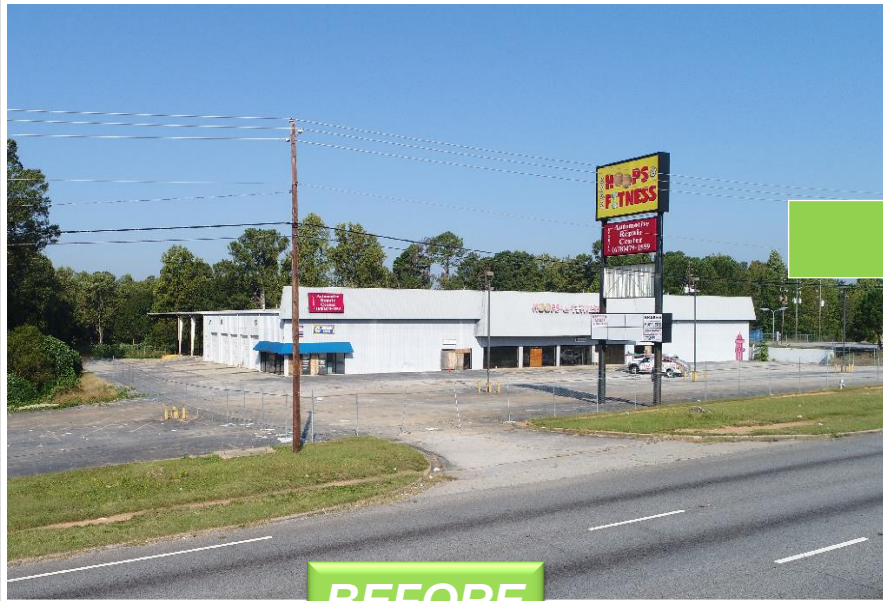
BEFORE



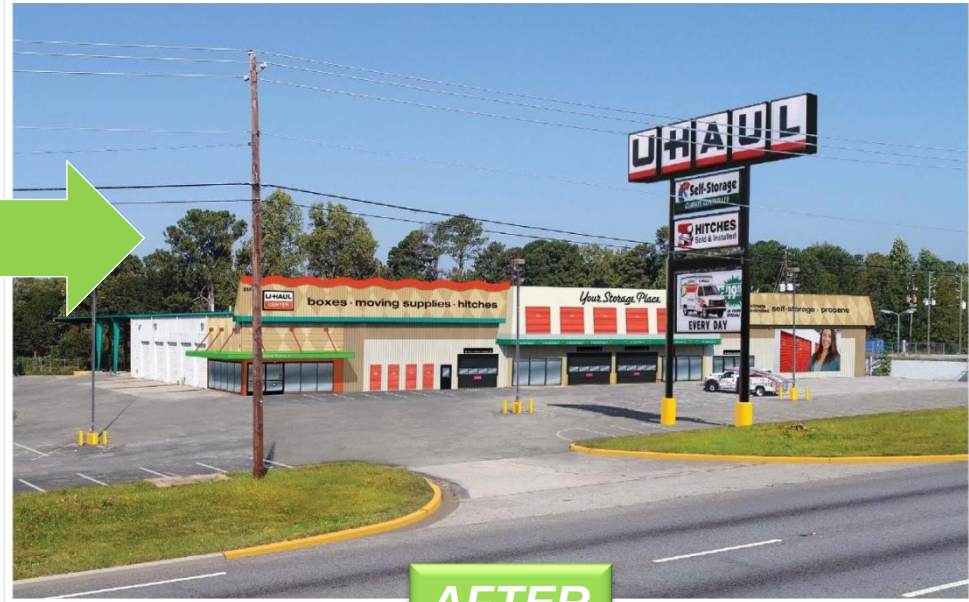
AFTER



Adaptive Reuse Building Conversions



BEFORE



AFTER

U-Haul converted a vacant fitness center to a new, inviting business location which serves the Jonesboro, Georgia community.

Potential U-Haul Store at 2327 N. Harrison St.



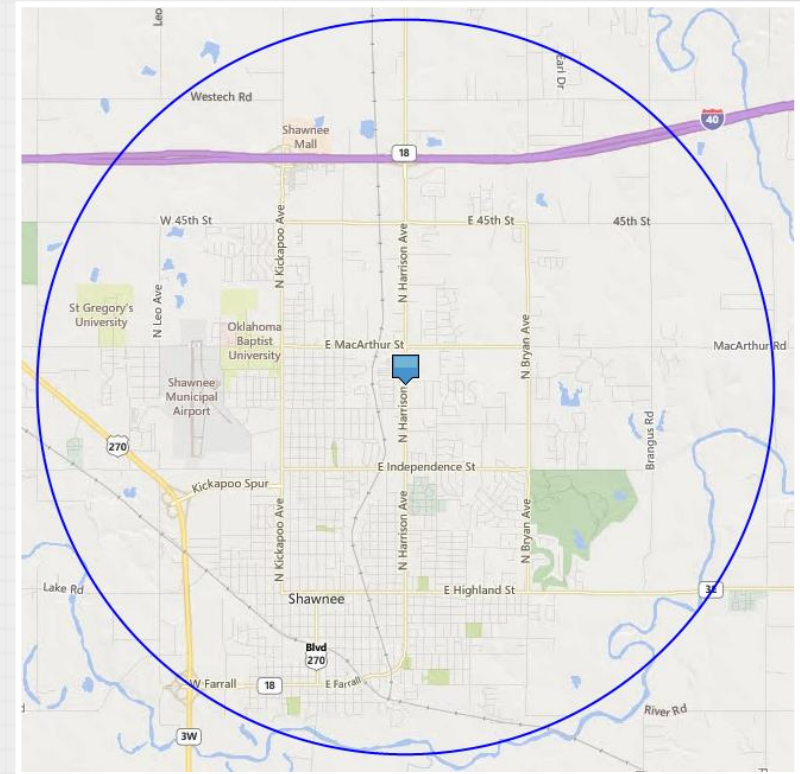
VISION:

U-Haul Company's success with adaptive reuse and infill development is a true testament to public and private interests working together to create a sustainable, modern and thriving community. 2327 N. Harrison St. is currently a vacant building located in a key urban area and can be transformed into a successful, mixed-use truck sharing, self storage and retail destination.

U-Haul Store at 2327 N. Harrison St.

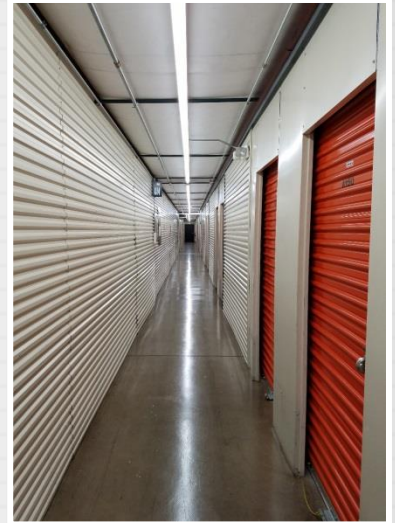
- ❑ A U-Haul store at this location would proudly serve the Shawnee community. This store would employ 10-15 local team members to retail truck and trailer sharing, self storage and quality moving supplies and services.
- ❑ This store would be able to provide moving equipment to more than 12,010 households within 3 miles, allowing shorter travel distances for customers to pick up and drop off equipment. Customers would otherwise have to travel 2 miles to reach the next closest U-Haul rental location.
- ❑ This store anticipates averaging 400 monthly rental transactions, which would contribute to the economic stability of the Shawnee community and support the local tax base.
- ❑ This location can bring added exposure and support to neighboring businesses, also adding to their economic success and resiliency.

**2327 N. Harrison St.
Shawnee, OK 74804**



Incorporating Green Building Features & Sustainable Development

It is our desire to improve the quality of the existing property by implementing environmentally thoughtful features. This location may be eligible for sustainable building upgrades such as **energy-efficient lighting upgrades, dual pane window replacements, energy efficient HVAC units, electric vehicle charging stations and alternative fuel propane stations.**



U-Haul Equipment Shunting

SHUNT (verb):

To travel back and forth, as in 'to shunt between the two towns'.

The truck shunting practice presents a real-world example of efficient land use.

- ❑ U-Haul Stores serve as dynamic shunting areas instead of static parking lots.
- ❑ In other words, it allows U-Haul to keep our shared-use vehicles in use, never parked in one spot for a long time. Once a customer returns the truck, it's cleaned and maintained and presented to the next customer without sitting parked in a lot for any length of time.



Product Stewardship: U-Haul Trucks

- ❑ U-Haul moving trucks have a low profile, rounded corners and advanced chassis skirts to reduce wind drag and improve fuel economy up to 20%.
- ❑ Fuel Economy Gauges are installed in every new-production U-Haul truck to provide real-time feedback to drivers to help optimize fuel consumption.
- ❑ U-Haul trucks are painted with 3-Wet Paint technology allowing three layers of wet paint to be applied one on top of another and baked once, eliminating two paint ovens and resulting in a smaller, more energy-efficient paint shop.
- ❑ U-Haul rental trucks use cheaper, cleaner and more convenient unleaded fuel.
- ❑ Properly inflated radial tires and specially engineered Gentle-Ride Suspension ensure a smooth ride.
- ❑ U-Haul trucks have more safety features than any other rental trucks in the industry.



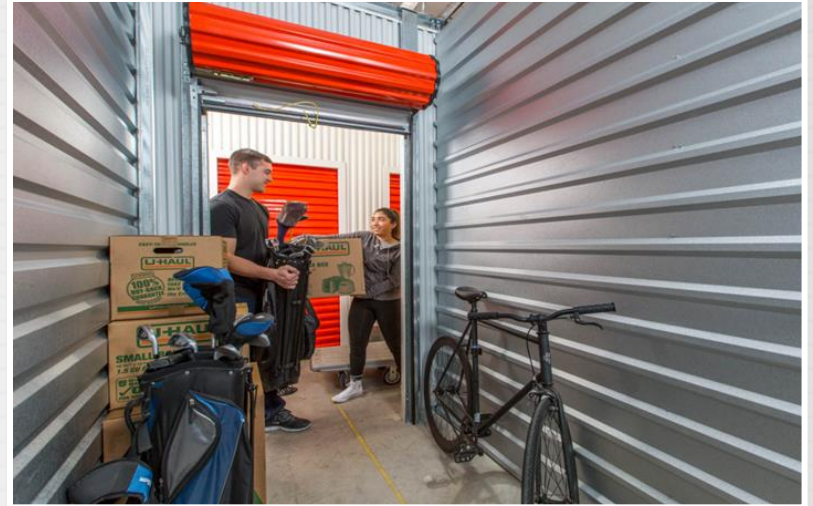
U-Haul Locations Share U-Haul Cargo Vans, Pickups & Trailers

- ❑ A cargo van is a low-cost solution for both businesses and individuals who need to transport items within town limits. Ideal for local and in-town moves, all cargo vans have rub rails and tie downs, and are capable of transporting more than 3,500 lbs.
- ❑ Pickup trucks are perfect for individuals who solely own smaller vehicles, but need to move larger items from one place to another. Commonly, people reserve pickup trucks to help with home improvement projects.
- ❑ U-Haul pickup trucks are also popular with local businesses that don't want the added expense of owning a truck, but would like to utilize a truck for a limited time, once or a few times annually.
- ❑ If your car or moving truck is filled to capacity but you have items left over, hitch up a U-Haul trailer. Trailers reduce the environmental impact of moving because they do not emit CO₂ or other greenhouse gasses.



U-Haul Self-Storage

- ❑ In times of need, utilizing local self-storage space instead of one's own home enables a family to live in a more compact, affordable home.
- ❑ U-Haul storage buildings provide safe, dry, climate controlled and secure storage for all of our customers' possessions.
- ❑ Interior storage room access provides increased security, reduction of noise and a more aesthetically pleasing exterior.
- ❑ All storage managers are actively involved with local police to ensure security and safe access to customers' stored goods.



U-Haul Storage Re-Use Centers™

U-Haul has implemented more than 677 Storage Re-Use Centers across the United States and Canada.

Annually, this redistribution network supports local residents reusing more than 152,204 household goods, which equates to:

- ❑ Diverting **4.6 million pounds** of materials from local landfills
- ❑ Avoiding **720,000 pounds of GHG/CO₂** emissions being released into the atmosphere through eliminating municipal waste trucks transporting waste to landfills.



U-Haul Sells Sustainable Retail Products

Reducing waste in landfills

- ❑ **Biodegradable Packing Peanuts**
Made primarily of corn and potato starch, the peanuts dissolve/degrade in water as an eco-friendly alternative to Styrofoam. **This allows for the annual diversion of more than 407,000 cubic feet of materials formerly destined for landfills.**
- ❑ **Box Exchange & Take A Box Leave A Box**
Both programs encourage reuse of U-Haul boxes, which are built to be reused again and again. **Nearly 1 million boxes are reused every year.**
- ❑ **Recycled Moving Pads**
Contain 100% recycled content material formerly destined for landfills. **Allows the annual diversion of 2.4 million pounds of recyclable materials from landfills.**



U-Haul Customers Offset Emissions

U-Haul and The Conservation Fund have worked together since 2007 to raise both money and awareness to address climate change by planting trees.

Together, we've engaged more than 1.7 million U-Haul customers to donate at checkout, raising more than \$6 million to plant 675,000 native trees at 10 National Wildlife Refuges; restore more than 1,800 acres of forest; trap an estimated 441,000 tons of carbon dioxide over the next 100 years; and build neighborhood Parks with Purpose in Atlanta, Detroit and Kansas City.



Photo Credit: Ivan LaBianca

— THE —
CONSERVATION FUND

U-Haul is the Industry Leader in Sustainability

- ❑ **2017 – The American Planning Association Sustainable Communities Division** awarded U-Haul a partner award along with the Conservation Fund for Excellence in Sustainability
- ❑ **2015 - U-Haul** was nominated as a “Healthy Community, Sustainable Workplace” finalist at **Arizona Forward’s Environmental Excellence Awards**.
- ❑ **2014 - U-Haul** was named as a finalist for the **Platts 2014 Global Energy Awards** in the “Efficiency Initiative - Commercial End-User”.
- ❑ **2012** -One of twelve finalists for the world-class **Platts Global Energy Awards** for Corporate Social Responsibility award. As well as one of seven finalists for the **Platts Global Energy Award** for Energy Efficiency Program of the Year: Commercial End-User. Winner of **Valley Forward’s Crescordia Award** for Contributions to Environmental Education and Awareness.
- ❑ **2011** - Finalist of international **Platts Global Energy Awards** for Energy Efficiency Program of the Year: Commercial End-User award and winner of **Valley Forward’s Crescordia Award** for Energy Efficiency Program of the Year
- ❑ **2010 – Winner of Alliance to Save Energy’s Galaxy Star of Energy Efficiency Award** and **The Conservation Fund’s Heroes of Go Zero® Award** for addressing climate change and restoring America’s forest legacy
- ❑ **2009 –AAMVA’s Environmental Leadership Award** for Climate Change and Energy and Resource Conservation, **Valley Forward’s Environmental Stewardship Award of Merit**



ARIZONA
FORWARD



U-Haul is a Sustainable Choice

For years, U-Haul has been committed to preserving resources for future generations

- ❑ Truck and Trailer Sharing
- ❑ Neighborhood Dealerships
- ❑ Box Exchange Program
- ❑ Take A Box, Leave A Box
- ❑ Storage Re-Use Centers
- ❑ Green Building Practices
- ❑ Adaptive Reuse Locations
- ❑ Fuel Efficient Technologies
- ❑ Van Body Self-Storage
- ❑ Permeable Parking Areas
- ❑ Recycled Moving Pads
- ❑ pH Neutral Truck Wash Soap
- ❑ Biodegradable Packing Peanuts
- ❑ Bioremediation
- ❑ Energy Efficient Lighting and HVAC investments



Questions?

Scott Brackin

Marketing Company President

U-Haul Company of Oklahoma

Phone: (405) 474-5563

Scott_Brackin@uhaul.com



U-HAUL®
OF
OSHKOSH WEST

900 N KOELLER ST.
OSHKOSH, WI 54902,



SW6141
Softer Tan



SW7036
Accessible Biege



SW6227
Meditative



SW6768
Gulfstream



Sierra Sunset



SW2208
Mesa Tan



SW High
Gloss Green



Rust-Oleum
Forest Green



Brick Veneers

ANY CHANGES REQUIRE
REBID OF PROJECT

868074
868074 MSTR ART-03AC
12/26/2017



WEST ELEVATION / CONCEPTUAL IMAGING

U-HAUL
OF
TELEGRAPH ROAD

19990 TELEGRAPH RD,
DETROIT, MI 48219

754072
754072 MSTR ART 02
03/10/2016

am
ADVERTISING & MARKETING ASSOCIATES, INC.
2727 N. CENTRAL AVENUE • PHOENIX, ARIZONA 85004 • (602) 760-4983

729-72
3015 Tower Ave,
Superior, WI 54880



EAST ELEVATION AFTER

781-71

4703 Babcock St NE,
Palm Bay, FL 32905



NORTHWEST ELEVATION AFTER

856-71

1900 Douglas Rd,
Montgomery, IL 60538



SOOUTHWEST ELEVATION AFTER

868-34

2201 N Main St.
Green Bay, Wisconsin 54302





AT
PENDLETON PIKE & 38TH ST

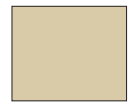
6800 PENDLETON PIKE,
INDIANAPOLIS, IN 46226



August Moon



Yellow Stone



Believable Buff



Nacre



Ultra White



High Gloss Green



Tropical Teal



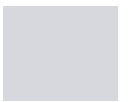
Obstinate Orange



Sierra Sunset



Eggshell Black



Light Gray

PRELIMINARY
IMAGING

ANY CHANGES REQUIRE
REBID OF PROJECT

764077
764077MSTR ART NHO1
09/28/2017



ARCHITECTURAL
FENESTRATION
TO REPLICATE
RETAIL LOOK

STRUCTURAL EMPHASIS ON MAIN CORNER
PROVIDING ARTICULATION TO THE BUILDING

CHANGE IN PAINT TO PROVIDE
ARTICULATION TO THE ELEVATION

REPLICATING EXISTING STRUCTURE
TO BRING FOCUS ON MAIN CORNER
OF THE BUILDING

SOUTH ELEVATION / CONCEPTUAL IMAGING

Regular Board of Commissioners

9.

Meeting Date: 04/16/2018

S04-18 Prelim Plat Maple Development

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Preliminary Plat for Maple Development, LLC located on Shawnee Mall Drive, Ease 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.)*

Attachments

P04-18 Staff Rpt

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Sid and Javal, INC
FOR: Preliminary Plat for Maple Development, LLC
LOCATION: Shawnee Mall Drive, East of the BNSF Railroad
Tracks, Shawnee, OK
PROJECT# 180144 CASE# S04-18

PLANNING COMMISSION MEETING DATE: April 4th, 2018

PLANNING COMMISSION RECOMMENDATION: Defer to May 2nd, 2018 PC Meeting:

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

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

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

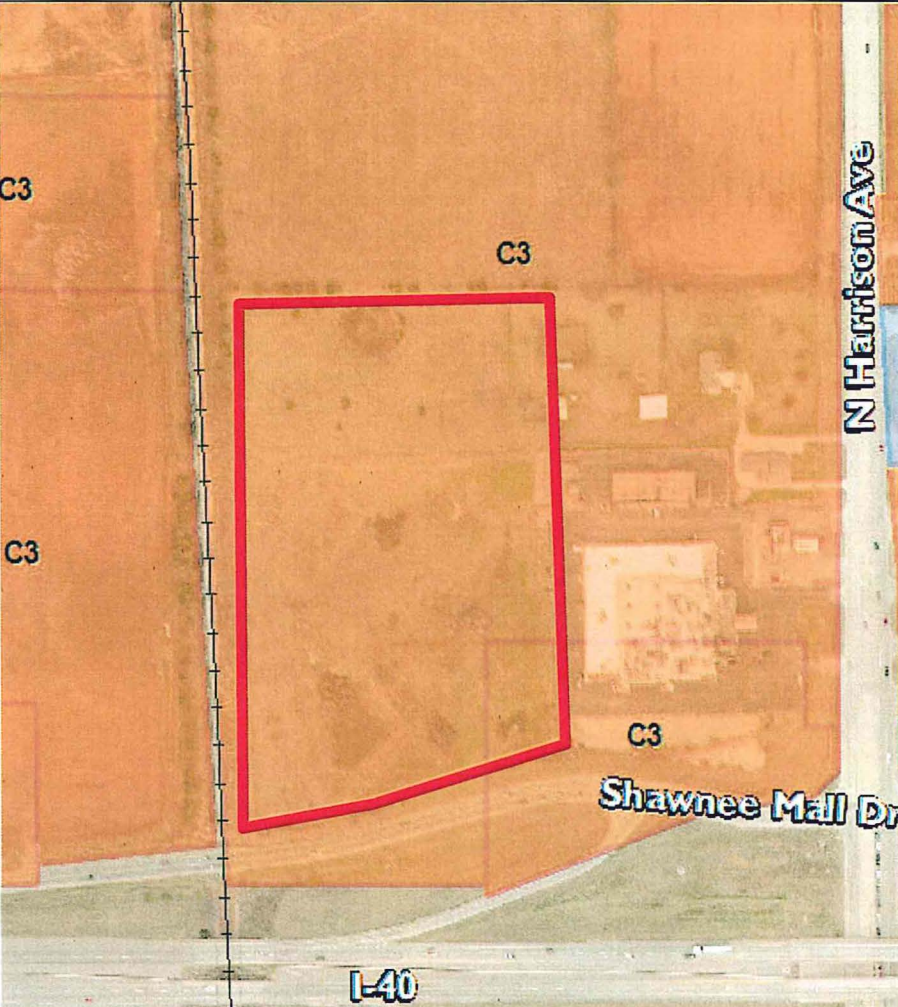
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org		CASE # S04-18 PUBLIC HEARING DATE: April 4 th , 2017 CITY COMMISSION DATE: April 16 th , 2017		
APPLICANT: Sid and Javal Inc.	13512 S. Blackwelder Ave. Oklahoma City, OK 73170	(405) 326-0880		
PROPERTY ADDRESS/LOCATION: A part of the NE/4 of Sec 31, T-11-N, R-4-E, IM				
SUMMARY OF REQUEST: The applicant, Sid and Javal Inc., is requesting preliminary plat approval to divide an existing 8.5 acre tract of land into 5 commercial lots. Access is limited to one cul-du-sac due to an Oklahoma Department of Transportation (ODOT) limits-of-no-access along Shawnee Mall Drive.				
EXISTING ZONING: C3	EXISTING LAND USE: Vacant	SURROUNDING ZONING & LAND USE: C-3 (Highway Commercial)	Number of Lots: 5	PROPERTY SIZE: 8.59
STAFF REVIEW AND ANALYSIS				
Based on Staff's review of the proposal, a number of corrections are necessary for conformance with City Code. Staff recommends this item be <u>deferred to the May 2nd, 2018 Planning Commission agenda</u> to allow time for additional				

corrections.

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: Maple Development Preliminary Plat

Exhibit 2: Applicant Narrative

EXHIBIT

2



ANCHOR ENGINEERING, L.L.C.
SPECIALIZING IN SUBDIVISIONS

Date: 02/06/2018

To: City of Shawnee Planning Department
Mr. Justin DeBruin, Planning Director

Re: Preliminary Plat of Maple Development, LLC

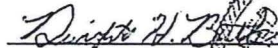
Mr. DeBruin,

This Plat is for the area north of the I-40 frontage road west of Harrison directly east of the train tracks. The plat contains 5 commercial lots on 8.59 acres and the storm water flows east to west then south. There is an existing 36" RCP under the frontage road. I will run a grassed swale from the detention pond to the existing pipe. We will bore under the train tracks to connect to the existing 10" waterline west of the tracks and run it east along the frontage. I will run an 8" water line north adjacent to the proposed road. The existing sewer is east next to Harrison. I will have to raise the site with fill to allow a gravity sewer line to serve the site from Harrison.

I have designed this plat to meet the City of Shawnee development requirements and will make revisions as negotiated with the various departments. I have reviewed the Comprehensive Plan exhibit map and this type of development is allowed

Please let me know if you need any additional information from me.

Sincerely,


Dwight H. Butler, P.E.



12617 S. McLoud Road
McLoud, Oklahoma 74851

Phone Number: 405-749-9998
Fax Number: 405-749-9997

E-Mail Address: dbutler@anchorengineering.net
CA No. 4161 Exp. 06/30/18

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: 504-18
Project Number: 180144
Date Filed: February 6th 2018
Amount Paid: \$240.00
Receipt No.: 02133623

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 Sid and Javal Inc. M.N. Siddiqui
APPLICANT ADDRESS 13512 S. Blackwelder Ave., Oklahoma City, OK 73170
APPLICANT PHONE NUMBERS 405-326-0880
EMAIL ADDRESS sidisok@hotmail.com
NAME OF PLAT Maple Development, L.L.C.
LOCATION A part of the NE/4 of Sec 31, T-11-N, R-4-E, IM
NUMBER OF ACRES 8.59 AC NUMBER OF LOTS 5

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00
PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 5 \$ 15.00
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS _____
TOTAL COST \$ 240.00

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 Sid and Javal, Inc. M.N. Siddiqui
ADDRESS 13512 S. Blackwelder Ave., Oklahoma City, OK 73170
CONTACT NUMBERS 405-326-0880
EMAIL ADDRESS sidisok@hotmail.com

PROJECT ENGINEER INFORMATION:

NAME Anchor Engineering, L.L.C. Dwight H. Butler, P.E.
ADDRESS 12617 S. McLoud Road, McLoud, OK 74851
CONTACT NUMBERS Phone: 405-749-9998 Fax: 405-749-9997
EMAIL ADDRESS dbutler@anchorengineering.net

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

Regular Board of Commissioners

10.

Meeting Date: 04/16/2018

S06-18 Final Plat

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

S06-18 Final Plat

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Bonray Real Estate, LLC
FOR: Final Plat for Shawnee Trail Office Park
LOCATION: Southeast corner of East 45th Street and Hyatt
Road, Shawnee, OK
PROJECT# 180207 CASE# S06-18

PLANNING COMMISSION MEETING DATE: April 4th, 2018

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

1. Final construction documents must be approved by the City Engineer prior to construction.
2. Final engineered drainage plans 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 Regulations.
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.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

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

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

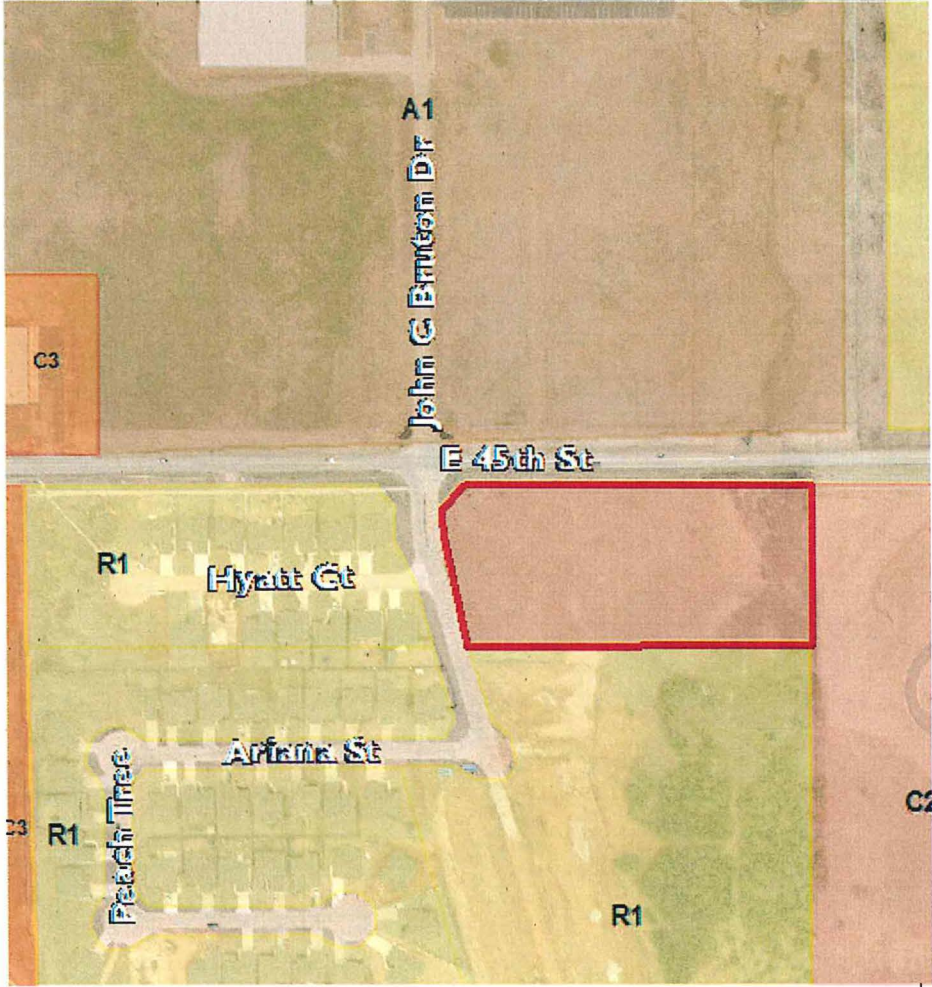
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org		CASE # S06-18 PUBLIC HEARING DATE: April 4th, 2018 CITY COMMISSION DATE: April 16th, 2018		
APPLICANT: Philip C. Day		929 E. Britton Road Oklahoma City, OK 73114		(405) 842-1661
PROPERTY ADDRESS/LOCATION: SE Corner of E. 45th St and Hyatt Rd.				
SUMMARY OF REQUEST:				
The applicant, Bonray Real Estate, LLC., is requesting final plat approval for property located on 45th Street, east of Harrison Avenue. The subject site is 4.06 acres in size and currently zoned as a Planned Unit Development (PUD), regulated by C2 (Office Commercial) zoning standards. Proposed is the creation of an 8-lot private office park. The PUD and preliminary plat were both unanimously approved by City Commission on January 16th, 2018.				
EXISTING ZONING: C2	EXISTING LAND USE: Vacant	SURROUNDING ZONING & LAND USE: A-1 (Rural Agricultural) R-1 (Single Family Residential) C-2 (Suburban Office Commercial)	Number of Lots: 1	PROPERTY SIZE: 4.06 Acres
STAFF REVIEW AND ANALYSIS				
Staff has reviewed the final plat application and find the documents to be in conformance with the City of Shawnee Zoning Code, Subdivision Regulations, and the Comprehensive Plan. Conditions placed on PUD and preliminary plat approvals have also been resolved to the satisfaction of Staff. The proposed use is appropriate for the existing C2 zoning, so the transition to a PUD serves primarily to ensure appropriate common access elements and maintenance agreements.				

In summary, the approved PUD and Preliminary Plat can be summarized as follows:

- Eight (8) developable lots and one (1) outlot for storm water detention.
- Private, internal roadway network with on-street parking.
- All structures will have a minimum of 90% brick / stone façade.
- Ten (10%) percent landscaping requirement shall be met.
- Sight proof fencing shall be placed along the south property boundary, where abutting residential zoning.
- A six (6') foot sidewalk shall be constructed along 45th Street.
- A Property Owner's Association (POA) will be established to control site maintenance.
- The proposed use is in conformance with the existing C2 zoning.

Based on the facts of this case, Staff recommends approval of the requested final plat with the following conditions:

1. Final construction documents must be approved by the City Engineer prior to construction.
2. Final engineered drainage plans 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 Regulations.
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.

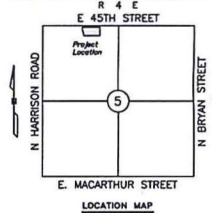
APPROVE	APPROVE WITH CONDITIONS	DENY
Staff has received no letters of protest from surrounding property owners.		
ATTACHMENTS: (CIRCLE)	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM
PUBLIC COMMENTS	AGENCY COMMENTS	LEGAL NOTICE
LEGAL DESCRIPTION		
RESPONSE TO STANDARDS		
Attachments: Exhibit 1: Shawnee Trail Office Park Final Plat Exhibit 2: Shawnee Trail Office Park Preliminary Plat Exhibit 3: Shawnee Trail Office Park PUD Design Statement Exhibit 4: Shawnee Trail Office Park Master Development Plan Map		



FINAL PLAT FOR SHAWNEE TRAIL OFFICE PARK

PART OF THE NORTHWEST 1/4, SECTION 5, T-10-N, R-4-E, I.M.
SHAWNEE, OKLAHOMA, POTTAWATOMIE COUNTY, OKLAHOMA

EXHIBIT
1



Point of Commencement:
NE 1/4, NW 1/4, Section 5,
T-10-N, R-4-E, I.M.
(Found by the Surveyor)
(Corner Plat 07/21/2008)

NE 1/4, NW 1/4, Section 5,
T-10-N, R-4-E, I.M.
(Found 0007 Brass Cap)
(Corner Plat 07/21/2008)

LEGEND

- LOMA LIMITS OF NO ACCESS
- MONUMENT FOUND
- MONUMENT SET
- U/E UTILITY EASEMENT
- E EASEMENT
- R/W RIGHT OF WAY
- S.F. SQUARE FEET

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT HEREBY RESOLVED by the Council of the City of Shawnee, Oklahoma, that the plat of the _____ on addition to the City of Shawnee, Oklahoma, is hereby approved and the dedications shown hereon are hereby approved and accepted.

ADOPTED by the Council of the City of Shawnee, Oklahoma, this _____ day of _____, 2018.

ADOPTED by the Mayor of the City of Shawnee, Oklahoma, this _____ day of _____, 2018.

ATTEST:

City Clerk Mayor

PLANNING COMMISSION APPROVAL

I, _____ Planning Director for the City of Shawnee, do certify that the Shawnee Planning Commission duly approved this plat on the _____ day of _____, 2017.

Planning Director

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the City of Shawnee, hereby certifies that it is the owner and the only owner who has any right title or interest in and to the land shown on the said final plat of the West Shawnee Trail Office Park, an addition to the City of Shawnee, Oklahoma. That it has caused the same to be surveyed and plotted into lots, blocks, streets and easements as shown on the said final plat, which said final plat represents a correct survey of all property included therein under the name of the West Shawnee Trail Office Park.

The undersigned further certifies that it is the owner of, and the only owner who has any right, title or interest in the land included in the above mentioned plat and it hereby dedicates the easements as shown on said final plat to the use of the public.

In witness whereof the undersigned, has caused this instrument to be executed this _____ day of _____, 2018.

CITY OF SHAWNEE
BY: _____
Richard Finley, Mayor

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA }

Before me, the undersigned, a Notary Public in and for said county and state on this _____ day of _____, 2018, personally appeared Richard Finley to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires: _____

Notary Public

CERTIFICATE OF COUNTY TREASURER

I, _____ do hereby certify that I am duly qualified and acting County Treasurer of Pottawatomie County, Oklahoma, and that the tax records of said county show that all taxes for the year _____ and prior years are paid on said land shown on the annexed plat of the _____ on Addition to the City of Shawnee, Oklahoma. That the required statutory security has been deposited in the office of the County Treasurer guaranteeing the current years taxes.

In witness whereof: Said County Treasurer has caused this instrument to be executed this _____ day of _____, 2018.

BY: _____
County Treasurer

CERTIFICATE OF CITY CLERK

I, _____ City Clerk of the City of Shawnee, Oklahoma, hereby certify that I have examined the records of said City and find that all delinquent payments on unimproved lots shown on special assessments have been paid in full and that there are no special assessment procedures now pending against the land shown on the annexed plat of the Shawnee Fire Station Number 2 to the City of Shawnee, Oklahoma.

Signed by the City Clerk on this _____ day of _____, 2018.

City Clerk

Engineering By: Corey Lipps PE #21291 of
SLS Engineering, Inc. 2017-2018
1000 N. Lincoln Ave., Suite 100
Tulsa, Oklahoma 74103
Tel: (918) 482-1100
Fax: (918) 482-1101
CA # 11000000000000000000000000000000



THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

LEGAL DESCRIPTION

A tract of land located in the Northwest Quarter (NW 1/4) of Section Five (5), Township Ten North (T-10-N), Range Four East (R-4-E) of the Indian Meridian (I.M.), Pottawatomie County, Oklahoma, and being more particularly described as follows:

Commencing at the Northwest corner of said NW 1/4; Thence North 89°28'28" East along the North line of said NW 1/4 a distance of 1397.28 feet; Thence South 02°21'32" East a distance of 50.00 feet to a point on the South right-of-way line of E. 45th Street, and the Point of Beginning; Thence South 44°44'14" West a distance of 35.52 feet; Thence South 00°00'00" West (South - dead) a distance of 57.11 feet; Thence South 08°03'15" East a distance of 42.03 feet; Thence South 16°06'29" East a distance of 181.55 feet; Thence North 89°20'38" East a distance of 562.21 feet; Thence North 01°33'54" West a distance of 292.76 (292.42 - dead) feet to a point on the said South right-of-way line of E. 45th Street; Thence South 89°28'28" West along said right-of-way a distance of 583.63 (585.34 - dead) feet to the Point of Beginning.

Said tract contains 4.06 acres, more or less.

Note: Basis of Bearing = N 89°28'28" E = North line NW 1/4 Section 5, T-10-N, R-4-E, I.M. (dead)
Note: Bearings shown hereon are plotted bearings, however, the Coordinate System remains State Plane.

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned a duly qualified and lawfully bonded abstractor of titles in and for Pottawatomie County and State of Oklahoma, hereby certifies that the records of said county show that the title to the land shown on the annexed plat of the _____ on Addition to the City of Shawnee, Oklahoma, and that on the _____ day of _____, 2018, there are no actions pending in said county and state against said land or the owner(s) thereof, that the taxes are paid for the year 20____, and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person, that there are no liens or other encumbrances of any kind against the land included in the annexed plat except easements, mortgages, and mineral conveyances of record.

In witness whereof, said bonded abstractor has caused this instrument to be executed this _____ day of _____, 2018.

Title Insurance

Company _____

BY: _____ Name, Vice President

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA }

Before me, the undersigned, a Notary Public in and for said county and state on this _____ day of _____, 2018, personally appeared _____ to me known to be the identical persons who signed the name of the maker thereof to the within and foregoing instrument as Vice President and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires: _____

Notary Public

Surveying By: William Sullivan PLS #1371 of

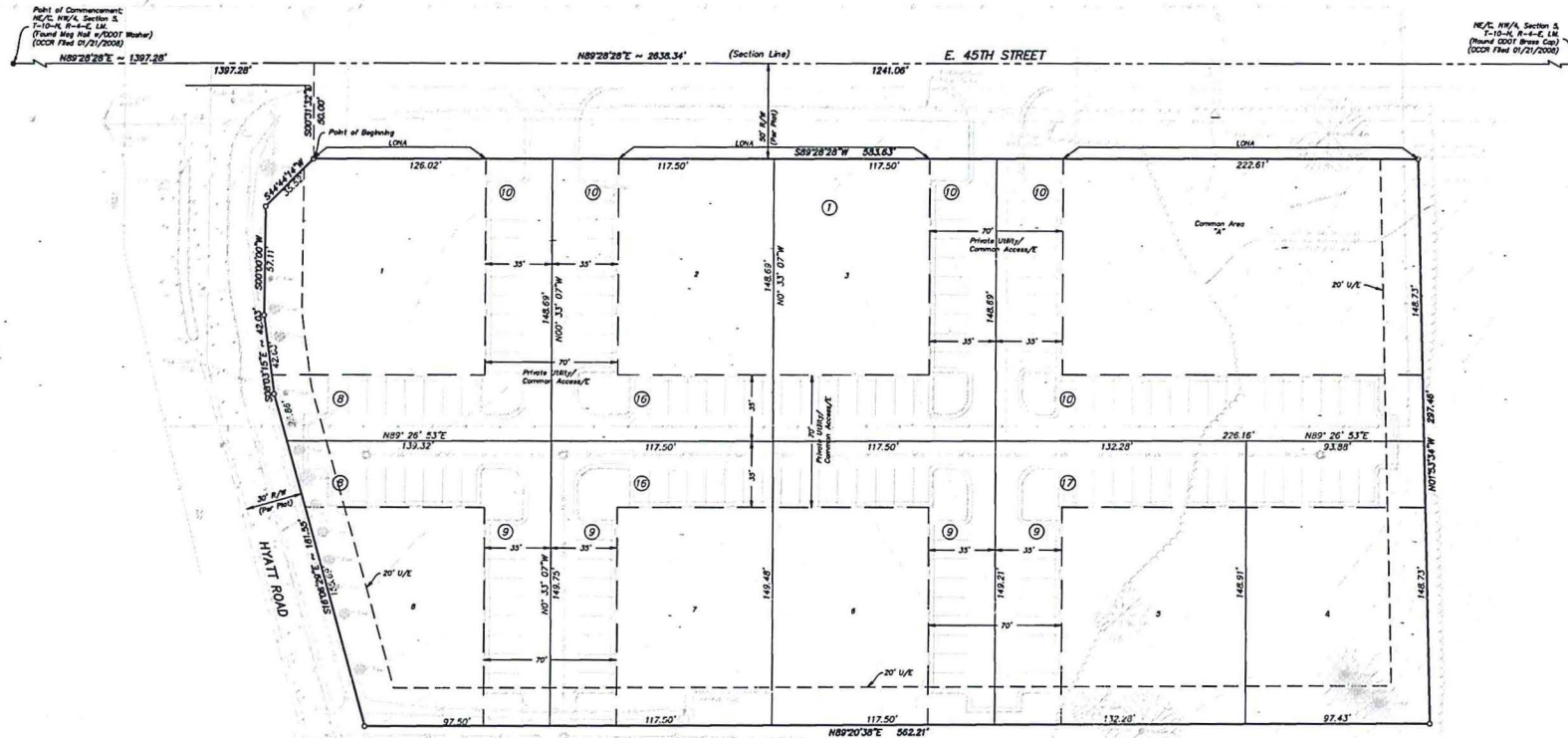
LEMKO LAND SURVEYING, LLC
S L
L S
3226 BART CONNER DR
NORMAN, OK 73072
PH: (405) 368-8541
FAX: (405) 368-8540
CA # 6975 EXPIRATION 6/30/19
http://www.LEMKO-LS.com

Owner's Notary Seal
County Treasurer's Seal
Bonded Abstractor's Seal
Abstractor's Notary Seal
Land Surveyor's Seal
Engineer's Seal
City of Shawnee Seal

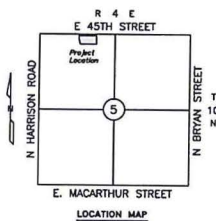
PRELIMINARY PLAT FOR SHAWNEE TRAIL OFFICE PARK

PART OF THE NORTHWEST 1/4, SECTION 5, T10N, R4E, I.M.
SHAWNEE, OKLAHOMA, POTTAWATOMIE COUNTY, OKLAHOMA

EXHIBIT
2



TOPOGRAPHIC LEGEND



- | | |
|-------------------------------------|--------------------------------|
| ⊕ FIRE HYDRANT | — ELECTRIC UNDERGROUND LINE |
| ⊕ GAS VALVE | — OVERHEAD ELECTRIC LINE |
| ⊕ GROUND TRANSFORMER | — GAS LINE |
| ⊕ SANITARY SEWER MANHOLE (PROPOSED) | — SANITARY SEWER LINE |
| ⊕ SANITARY SEWER MANHOLE | — STORM DRAIN LINE |
| ⊕ TRANSFORMER POLE | — UNDERGROUND TELEPHONE LINE |
| ⊕ POWER POLE | — UNDERGROUND FIBER OPTIC LINE |
| ⊕ DOWN GUY | — WATER LINE |
| ⊕ MONUMENT FOUND | — CURB AND GUTTER |
| ⊕ MONUMENT SET (#4 BAR) | — SURFACE DRAINAGE FLOWLINE |
| — SIGN | — TREE DRIP LINE |
| ⊕ TELEPHONE RISER | — CONCRETE |
| ⊕ WATER VALVE BOX | — ASPHALT |
| ⊕ ELECTRIC RISER | — LIMITS OF NO ACCESS |
| ⊕ BENCHMARK | |

LEGAL DESCRIPTION

A tract of land located in the Northwest Quarter (NW/4) of Section Five (5), Township Ten North (T-10-N), Range Four East (R-4-E), I.M., Pottawatomie County, Oklahoma, and being more particularly described as follows:

Commencing at the Northwest corner of said NW/4;
Thence North 89°28'28" East along the North line of said NW/4 a distance of 1397.28 feet;
Thence South 00°31'15" East a distance of 50.00 feet to a point on the South right-of-way line of E. 45th Street, and the Point of Beginning;
Thence South 44°44'44" West a distance of 35.52 feet;
Thence South 00°00'00" West (South - dead) a distance of 57.11 feet;
Thence South 08°33'15" East a distance of 42.03 feet;
Thence South 10°06'29" East a distance of 181.55 feet;
Thence North 89°28'28" East a distance of 562.21 feet;
Thence North 01°33'54" West a distance of 297.76 (297.42 - dead) feet to a point on the said South right-of-way line of E. 45th Street;
Thence South 89°28'28" West along said right-of-way a distance of 583.63 (585.34 - dead) feet to the Point of Beginning.

Said tract contains 4.06 acres, more or less.

Note: Basis of Bearing = N 89°28'28" E = North line NW/4 Section 5, T-10-N, R-4-E, I.M. (dead)

Note: Bearings shown hereon are plotted bearings, however, the Coordinate System remains State Plane.

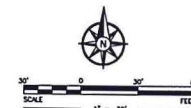
Engineering By: Corey Lipps PE #21291 of



Surveying By: William Sullivan PLS #1371 of

LEMKE LAND
SURVEYING, LLC

3226 BART COUNTRY DR.
NORMAN, OK 73072
PH: (405) 368-8541
FAX: (405) 368-8540
CA # 6975 EXP. DATE: 6/30/19
http://www.LLMRE-LS.com



PUD NO. _____

EXHIBIT
3

**DESIGN STATEMENT
OF THE SHAWNEE TRAIL OFFICE PARK
PLANNED UNIT DEVELOPMENT**

DECEMBER 5, 2017

**DEVELOPER:
BONRAY REAL ESTATE, L.L.C.**

**PREPARED BY:
CARDINAL ENGINEERING
525 CENTRAL PARK DRIVE, SUITE 402
OKLAHOMA CITY, OK 73105**

INDEX

INTRODUCTION	1
LEGAL DESCRIPTION	1
OWNER-DEVELOPER	1
SITE AND SURROUNDING AREA	1
PHYSICAL CHARACTERISTICS	2
CONCEPT	2
SERVICE AVAILABILITY	2-3
SPECIAL DEVELOPMENT REGULATIONS	3-4
USE AND DEVELOPMENT REGULATIONS	4-7
DEVELOPMENT SEQUENCE	7
SIDEWALK REGULATIONS	7-8
PERMIT REQUIREMENTS	8
MAINTENANCE	8-9
EXHIBITS	10

PLANNED UNIT DEVELOPMENT

SHAWNEE, OKLAHOMA

1.0 INTRODUCTION

THIS PLANNED UNIT DEVELOPMENT, CONSISTING OF APPROXIMATELY 4.06 ACRES IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP TEN NORTH, RANGE FOUR EAST OF THE INDIAN MERIDIAN, SHAWNEE, OKLAHOMA. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTHEAST CORNER OF EAST 45TH STREET AND HYATT ROAD. THE SITE IS PRESENTLY ZONED C-2 COMMERCIAL.

2.0 LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION FIVE (5), TOWNSHIP TEN NORTH (T-10-N), RANGE FOUR EAST (R-4-E) OF THE INDIAN MERIDIAN (I.M.), POTTAWATOMIE COUNTY, OKLAHOMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF NW/4; THENCE NORTH 89°28'28" EAST ALONG THE NORTH LINE OF SAID NW/4 A DISTANCE OF 1397.28 FEET; THENCE SOUTH 00°31'32" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF E. 45TH STREET, AND THE POINT OF BEGINNING; THENCE SOUTH 44°44'14" WEST A DISTANCE OF 35.52 FEET; THENCE SOUTH 00°00'00" WEST (SOUTH – DEED) A DISTANCE OF 57.11 FEET; THENCE SOUTH 08°03'15" EAST A DISTANCE OF 42.03 FEET; THENCE SOUTH 16°06'29" EAST A DISTANCE OF 181.55 FEET; THENCE NORTH 89°20'38" EAST A DISTANCE OF 562.21 FEET; THENCE NORTH 01°53'54" WEST A DISTANCE OF 297.76 (297.42 – DEED) FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF E. 45TH STREET; THENCE SOUTH 89°28'28" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 583.63 (585.34 – DEED) FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 4.06 ACRES, MORE OR LESS.

NOTE: BASIS OF BEARING = N 89°28'28" E = NORTH LINE NW/4 SECTION 5, T-10-N, R-4-E, I.M. (DEED)

NOTE: BEARINGS SHOWN HEREON ARE PLATTED BEARINGS, HOWEVER, THE COORDINATE SYSTEM REMAINS STATE PLANE.

3.0 OWNER-DEVELOPER

THE OWNER AND DEVELOPER OF THIS PLANNED UNIT DEVELOPMENT IS BONRAY REAL ESTATE, L.L.C., 929 EAST BRITTON ROAD, OKLAHOMA CITY OK 73114-7802.

4.0 SITE AND SURROUNDING AREA

THE SITE IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP TEN NORTH, RANGE FOUR EAST OF THE INDIAN MERIDIAN, SHAWNEE, OKLAHOMA. THE

SUBJECT PROPERTY IS LOCATED ON THE SOUTHEAST CORNER OF EAST 45TH STREET AND HYATT ROAD. THE SITE IS PRESENTLY ZONED C-2 COMMERCIAL.

THE SOUTH BOUNDARY ABUTS R-1 WHICH CONTAINS SINGLE FAMILY RESIDENTIAL HOUSING. THE EAST BOUNDARY ABUTS C-2 COMMERCIAL SITE WHICH CONTAINS AN EXISTING BUSINESS.

5.0 PHYSICAL CHARACTERISTICS

THE LAND IS AT AN ELEVATION OF 1020 NEAR THE SOUTHWEST CORNER OF THE SITE AND DRAINS GENERALLY NORTHEAST TO EXIT ELEVATIONS OF APPROXIMATELY 1005 AT THE NORTHEAST CORNER OF THE SITE. NO PORTION OF THE SITE IS IN A 50 OR 100 YEAR FLOOD PLAIN.

THERE ARE APPROXIMATELY 14.6 ACRES OF RUN OFF ENTERING THE SITE FROM THE SOUTH ADJACENT PROPERTY.

6.0 CONCEPT

THE CONCEPT OF THE PLANNED UNIT DEVELOPMENT IS TO DEVELOP THE APPORXIMATELY 4 ACRES AS C-2 GENERAL OFFICE. THE SITE WILL BE DEVELOPED AS AN OFFICE PARK WITH INDIVIDUAL LOTS. ACCESS TO PARKING AND ARTERIALS WILL BE PROVIDED THROUGH A RECIPROCAL EASEMENT AGREEMENT.

THE PROPOSED PROJECT WILL CONSIST OF NINE (9) OFFICE BUILDINGS RANGING FROM 2,500 SQUARE FEET TO 6,000 SQUARE FEET. ALL BUILDINGS WILL BE SINGLE STORY BRICK VENEER.

7.0 SERVICE AVAILABILITY

THE PLANNED UNIT DEVELOPMENT HAS CITY SERVICES AVAILABLE TO SERVE THE SITE AS FOLLOWS:

7.1 STREETS

THE NORTH BOUNDARY ABUTS EAST 45TH STREET AND THE WEST BOUNDARY ABUTS HYATT ROAD. DRIVES WILL BE CONSTRUCTED TO ACCESS THE SITE ALONG THE NORTH ADJACENT STREET.

7.2 SANITARY SEWER

THERE IS A 10" SANITARY SEWER MAIN TO SERVE THIS SITE, WHICH RUNS WEST ALONG THE SOUTH BOUNDARY OF THE SITE. A NEW 8" MAIN WILL BE PROVIDED WITHIN THE COMMON/UTILITY EASEMENT WITHIN THE PROPERTY.

7.3 WATER

THERE IS A 12" WATER MAIN ALONG E. 45TH STREET AND AN 8" WATER MAIN ALONG HYATT ROAD. PRIVATE WATER SERVICE LINES SHALL BE PROVIDED ON

SITE TO PROVIDE SERVICE AND FIRE PROTECTION AS NEEDED.

7.4 FIRE POTECTION

FIRE PROTECTION IS PRESENTLY AVAILABLE FROM THE SHAWNEE FIRE STATION AT 16 W. 9TH STREET, WHICH IS 4 MILES FROM THE SITE.

7.5 ELECTRICITY, NATURAL GAS AND TELEPHONE SERVICE

ADEQUATE ELECTRIC, GAS AND TELEPHONE SERVICE ARE AVAILABLE TO PROVIDE SERVICE FOR THE SITE, AND PROPER COORDINATION WITH THE UTILITY COMPANIES WILL BE MADE DURING THE CONSTRUCTION OF THE PLANNED UNIT DEVELOPMENT.

8.0 SPECIAL DEVELOPMENT REGULATIONS

THE FOLLOWING SPECIAL DEVELOPMENT REGULATIONS AND/OR LIMITATIONS ARE PLACED UPON THE DEVELOPMENT OF THE PLANNED UNIT DEVELOPMENT. PLANNING AND ZONING REGULATIONS WILL BE THOSE, WHICH ARE IN EFFECT AT THE TIME OF DEVELOPMENT OF THIS PLANNED UNIT DEVELOPMENT, PROVIDED, HOWEVER, THAT THE DENSITY AND OR INTENSITY OF THE PUD SHALL NOT BE INCREASED. DEVELOPMENT IS WHEN A PERMIT IS ISSUED FOR ANY CONSTRUCTIONS OR ADDITION TO ANY STRUCTURE ON A DEVELOPMENT TRACT. CERTAIN ZONING DISTRICTS ARE REFERRED TO AS A PART OF THE SPECIAL DEVELOPMENT REGULATIONS OF THIS PLANNED UNIT DEVELOPMENT REGULATIONS, THE OPERATIVE AND CONTROLLING LANGUAGE AND REGULATIONS OF SUCH ZONING DISTRICTS SHALL BE THE LANGUAGE AND REGULATIONS OF SUCH ZONING DISTRICTS 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 OF THIS PLANNED UNIT DEVELOPMENT. IN THE EVENT OF CONFLICT BETWEEN PROVISIONS OF THE PUD AND ANY OF THE PROVISIONS OF THE SHAWNEE MUNICIPAL CODE, AS A MENDED ("CODE"), IN EFFECT AT THE TIME A PERMIT IS APPLIED FOR WITH RESPECT TO ANY LOT, BLOCK, TRACT AND/OR PARCEL OF LAND SUBJECT TO THIS PUD, THE PROVISIONS OF THE CODE SHALL PREVAIL AND BE CONTROLLING; PROVIDED HOWEVER, THAT IN THE EVENT OF A CONFLICT BETWEEN THE SPECIAL USE AND DEVELOPMENT REGULATIONS SPECIFICALLY NEGOTIATED AS A PART OF THIS PUD AND THE PROVISIONS OF THE CODE IN EFFECT AT THE TIME A PERMIT IS APPLIED FOR WITH RESPECT TO ANY LOT, BLOCK, TRACT AND/OR PARCEL OF LAND SUBJECT TO THIS PUD, SUCH SPECIAL USE AND DEVELOPMENT REGULATIONS OF THIS PUD SHALL PREVAIL AND BE CONTROLLING.

9.0 USE AND DEVELOPMENT REGULATIONS

THE USE AND DEVELOPMENT REGULATIONS OF THE C-2 GENERAL OFFICE DISTRICT SHALL GOVERN THIS PUD, EXCEPT AS HEREIN MODIFIED, INCLUDING CONDITIONAL, SPECIAL PERMIT, SPECIAL EXCEPTION, ALCOHOL BEVERAGE CONSUMPTION REQUIREMENTS AND/OR ACCESSORY USES SUBJECT THEIR APPROPRIATE CONDITIONS AND REVIEW PROCEDURES FOR PUBLIC HEARINGS WHERE APPLICABLE, UNLESS

OTHERWISE NOTED HEREIN.

9.1 FAÇADE REGULATIONS

ALL STRUCTURES SHALL HAVE A MINIMUM 90% BRICK STONE EXTERIOR FINISH WITH NO EXPOSED METAL SIDING EXCEPT DOORS AND WINDOWS. MASONRY SHALL BE REQUIRED FOR GABLE END OF PITCHED ROOFS.

9.2 LANDSCAPING REGULATIONS

THE SUBJECT PARCEL SHALL MEET THE 10% LANDSCAPING REQUIREMENT EXCLUDING ALL COMMON ACCESS EASEMENTS. ALL PARKING ISLANDS SHOWN AT THE INTERSECTIONS ARE TO BE LANDSCAPED AND MAINTAINED. THE WESTERN PERIMETER ABUTTING HYATT DRIVE IS TO BE LANDSCAPED AND MAINTAINED.

9.3 LIGHTING REGULATIONS

TO MINIMIZE LIGHT SPILLOVER ON RESIDENTIAL USES, OUTDOOR LIGHTS WITHIN ANY OFFICE OR COMMERCIAL TRACTS WILL BE DIRECTED AWAY FROM ADJACENT RESIDENTIAL PROPERTIES. TO ACOMPLISH THIS, LIGHTS SHALL UTILIZE SHIELDS, SHADES, OR OTHER APPROPRIATE METHODS OF DIRECTING LIGHT BEAMS. LIGHTING STANDARDS SHALL HAVE A MAXIMUM HEIGHT OF 12 FEET.

9.4 PLATTING REGULATIONS

PLATTING OF THIS PLANNED UNIT DEVELOPMENT SHALL BE REQUIRED PRIOR TO DEVELOPMENT.

9.5 DRAINAGE REGULATIONS

DRAINAGE IMPROVEMENTS, IF REQUIRED, WILL BE IN ACCORDANCE TO APPLICABLE SECTIONS OF SHAWNEE CODE OF ORDINANCES. DRAINAGE WAYS MAY BE PERMITTED AND CONSTRUCTED IN ACCORDANCE WITH SECTION 18-247 OF THE SHAWNEE MUNICIPAL CODE, WHICH INCLUDES CERTAIN ALLOWANCES IN CONSTRUCTION STANDARDS FOR PLANNED UNIT DEVELOPMENTS, PROVIDED THE PUD IS PLATTED WITH DRAINAGE AREAS CONFINED TO COMMON AREAS.

9.6 DUMPSTER REGULATIONS

DUMPSTER SHALL BE LOCATED WITHIN AN AREA SCREENED BY A 6-8' HIGH FENCE OR MASONRY WALL.

9.7 ACCESS REGULATIONS

9.7.1 VEHICULAR ACCESS SHALL BE FROM TWO ENTRY DRIVES ALONG E. 45TH STREET.

9.7.2 LOTS WITHIN THIS PUD WILL NOT BE REQUIRED TO HAVE FRONTAGE

ON AN APPROVED STREET. ACCESS TO INDIVIDUAL LOTS WITHIN THE PUD SHALL BE PERMITTED FROM A PRIVATE DRIVE. THE PRIVATE DRIVE SHALL BE PLACED WITHIN A COMMON AREA DESIGNATED FOR ACCESS PURPOSES. PRIVATE SHARED ACCESS DRIVES WILL PROVIDE INTERNAL CIRCULATION. PRIVATE SHARED ACCESS DRIVES SHALL HAVE A MINIMUM WIDTH OF 28 FEET.

9.7.3 THE PROPERTY OWNERS THROUGH THE USE OF A RECORDED RECIPROCAL AGREEMENT SHALL GOVERN MAINTENANCE OF THE PRIVATE DRIVES.

9.8 PARKING REGULATIONS

THE DESIGN OF ALL PARKING FACILITIES IN THIS PUD SHALL ALLOW PARKING ALONG THE COMMON AREA DRIVES. THE PARKING NUMBER OF ALL PARKING FACILITIES SHALL BE IN ACCORDANCE WITH SECTION 22-185 OF THE SHAWNEE MUNICIPAL CODE.

9.9 SIGNAGE REGULATIONS

9.9.1 THERE SHALL BE 1 FREESTANDING SIGN IN THIS PUD. THE FREESTANDING SIGN WITHIN THIS PUD SHALL BE A GROUND (MONUMENT) SIGN HAVING A HEIGHT OF 10 FT AND SHALL HAVE NO MORE THAN 170 SQUARE FEET IN AREA AND SHALL HAVE NO LESS THAN 25 SQUARE FEET OF LANDSCAPING AT THE BASE. NO POLE SIGNS WILL BE ALLOWED.

9.10 ROOFING REGULATIONS

ALL ROOFS ON PRIMARY STRUCTURES SHALL BE CLASS 'C' OR BETTER RATED, WITH 40 YEAR COMPOSITION ROOFS AND NO WOOD SHINGLE ROOFS SHALL BE PERMITTED. ROOFTOP MECHANICAL EQUIPMENT MAY BE PROVIDED WHERE NECESSARY.

9.11 HEIGHT REGULATIONS

THE BASE ZONING DISTRICT REGULATIONS SHALL REGULATE HEIGHTS OF STRUCTURES IN THIS PLANNED DEVELOPMENT.

9.12 SETBACK REGULATIONS

UNLESS MODIFIED HEREIN, YARD REQUIREMENTS IN THIS PLANNED UNIT DEVELOPMENT SHALL BE THE SAME AS THE BASE ZONING DISTRICT.

9.13 PUBLIC IMPROVEMENTS

PUBLIC IMPROVEMENTS SHALL BE MADE BY THE PROPERTY OWNER THROUGHOUT THE PLANNED UNIT DEVELOPMENT AS REQUIRED BY THE CITY OF SHAWNEE PUBLIC WORKS DEPARTMENT OR AGENCY. ALL LOCAL, STATE AND FEDERAL ORDINANCES AS THEY SHALL APPLY TO THE SITE WILL BE

ADHERED TO FULLY.

9.14 COMMON AREAS

MAINTENANCE OF THE COMMON AREAS IN THE DEVELOPMENT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OR PROPERTY OWNERS' ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL, OR OTHER OBSTRUCTIONS, INCLUDING FENCES, EITHER TEMPORARY OR PERMANENT, THAT SHALL CAUSE A BLOCKAGE OF FLOW OR AN ADVERSE EFFECT ON THE FUNCTIONING OF THE STORM WATER FACILITY, SHALL BE PLACED WITHIN THE COMMON AREAS INTENDED FOR THE USE OF CONVEYANCE OF STORM WATER, AND/OR DRAINAGE EASEMENTS SHOWN. CERTAIN AMENITIES SUCH AS, BUT NOT LIMITED TO, WALKS, BENCHES, PIERS, AND DOCKS, SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.

THE BOUNDARY OF THE COMMON AREA SHALL BE ADJUSTED, IF NECESSARY, TO ENSURE THAT THE COMMON AREA COVERS THE ENTIRE 100-YEAR FLOOD PLAIN.

10.0 DEVELOPMENT SEQUENCE

DEVELOPMENT PHASING SHALL BE ALLOWED AS PART OF THIS PUD.

11.0 SIDEWALK REGULATIONS

SIX-FOOT (6') SIDEWALKS SHALL BE CONSTRUCTED ALONG E. 45TH STREET AND HYATT ROAD WITH EACH DEVELOPMENT PARCEL SUBJECT TO THE POLICIES AND PROCEDURES OF THE PUBLIC WORKS DEPARTMENT.

12.0 PERMIT REQUIREMENTS

APPLICATIONS FOR BUILDING PERMITS IN THIS PUD MUST INCLUDE AN OVERALL PUD SITE PLAN THAT DEPICTS THE LOCATION OF THE PROPOSED BUILDING PERMIT AND THE SIZE AND ADDRESS OF ALL EXISTING BUILDINGS AS WELL AS ALL EXISTING PARKING AND LANDSCAPING IN THE COMMERCIAL PART OF THE PUD AND PARKING AND LANDSCAPING PROPOSED FOR THE BUILDING FOR WHICH A BUILDING PERMIT IS REQUESTED.

13.0 OWNER'S MAINTENANCE RESPONSIBILITY OF LOT

FOR PURPOSES OF MAINTENANCE, REPAIR, ALTERATION AND REMODELING, AN OWNER SHALL BE RESPONSIBLE FOR ALL PORTIONS OF THE LOT AND BUILDING, IRRIGATION SYSTEMS AND STANDARD LANDSCAPE MAINTENANCE IN ADDITION TO THE MAINTENANCE RESPONSIBILITY SET FORTH IN SECTION 3.3 OF THE COVENANTS. REPLACEMENT OF DEAD LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNERS. IN FURTHERANCE THEREOF, THE OWNER OF ANY LOT SHALL HAVE THE

DUTY OF AND RESPONSIBILITY FOR KEEPING THE PREMISES, BUILDING (BOTH INTERIOR AND EXTERIOR), IMPROVEMENTS, AND APPURTENANCES, IN A WELL MAINTAINED, SAFE, CLEAN, AND ATTRACTIVE CONDITION AT ALL TIMES. IF, IN THE OPINION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, ANY OWNER FAILS TO FULFILL HIS DUTY AND RESPONSIBILITY, THE ASSOCIATION MAY ELECT TO GIVE NOTICE OF SUCH FACT TO THE OWNER, WHO SHALL WITHIN SEVEN (7) DAYS OF SUCH NOTICE, UNDERTAKE THE CARE AND MAINTENANCE REQUIRED TO RESTORE SAID OWNER'S BUILDING OR LOT TO A SAFE, CLEAN, AND ATTRACTIVE CONDITION. SHOULD ANY SUCH OWNER FAIL TO FULFILL ITS DUTY AND RESPONSIBILITY AFTER SUCH NOTICE, THE ASSOCIATION SHALL HAVE THE RIGHT AND POWER TO PERFORM SUCH CARE AND MAINTENANCE, AND THE OWNER SHALL BE LIABLE FOR THE COSTS THEREOF PLUS 20% OF THE COST TO CURE SUCH FAILURE AS AN ADMINISTRATIVE FEE. IF SUCH OWNER FAILS TO REIMBURSE THE ASSOCIATION FOR THE COST OF SUCH CARE AND MAINTENANCE UPON RECEIPT OF AN INVOICE THEREFOR, THE AMOUNT OF SUCH CHARGE SHALL CONSTITUTE A LIEN UPON THE LOT AND BUILDING ENFORCEABLE AS ANY OTHER MORTGAGE LIEN.

14.0 ASSOCIATION'S MAINTENANCE, OPERATION, REPAIR AND ALTERATIONS RESPONSIBILITY.

THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, OPERATION, AND REPAIR OF THE COMMON ELEMENTS, IRRIGATION SYSTEMS AND STANDARD LANDSCAPE MAINTENANCE FOR THE COMMON ELEMENTS.

15.0 OBLIGATION TO PAY PRO-RATA SHARE.

ALL OWNERS SHALL BE OBLIGATED TO PAY THE ASSESSMENTS, EITHER ESTIMATED OR ACTUAL, IMPOSED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION TO MEET THE COMMON EXPENSES.

16.0 RESERVATION FOR ACCESS, MAINTENANCE, REPAIR AND EMERGENCIES; NEGLIGENCE OF OWNER; EASEMENT BY ASSOCIATION

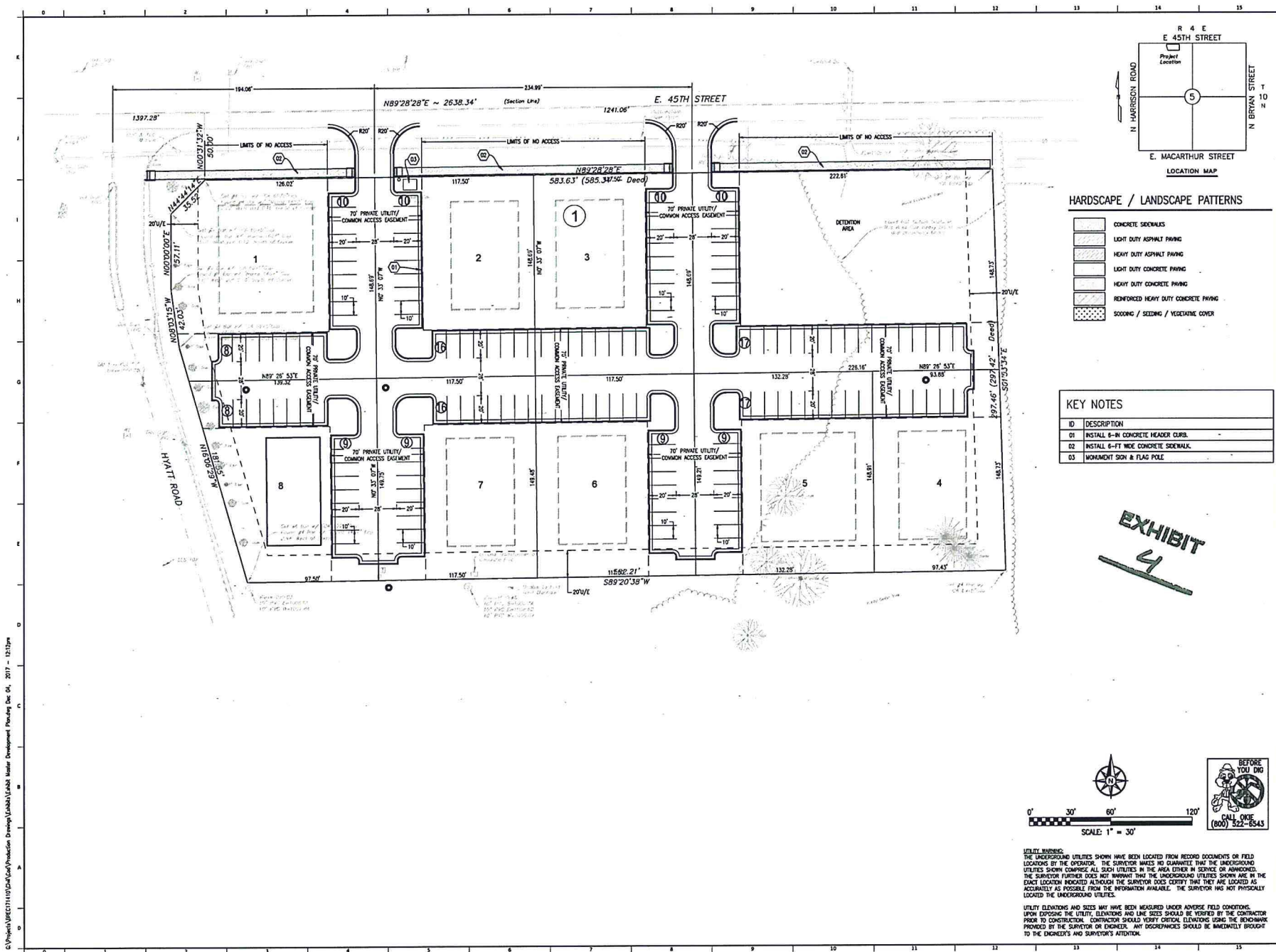
THE ASSOCIATION, OR ITS AGENTS, SHALL HAVE ACCESS TO EACH LOT AND BUILDING FROM TIME TO TIME DURING REASONABLE HOURS AS MAY BE NECESSARY FOR THE MAINTENANCE, REPAIR OR REPLACEMENT OF ANY OF THE COMMON ELEMENTS THEREON OR ACCESSIBLE THEREFROM, OR FOR MAKING EMERGENCY REPAIRS THEREIN NECESSARY TO PREVENT DAMAGE TO THE COMMON ELEMENTS OR TO ANOTHER LOT OR BUILDING. DAMAGE TO THE INTERIOR OR ANY PART OF A BUILDING OR ANY PART OF A LOT RESULTING FROM THE MAINTENANCE, REPAIR, EMERGENCY REPAIR OR REPLACEMENT OF ANY OF THE COMMON ELEMENTS OR AS A RESULT OF EMERGENCY REPAIRS WITHIN ANOTHER LOT, AT THE INSTANCE OF THE ASSOCIATION, SHALL BE A COMMON EXPENSE OF ALL OF THE OWNERS; PROVIDED, HOWEVER, IF SUCH DAMAGE IS THE RESULT OF THE MISUSE OR NEGLIGENCE OF AN OWNER, THEN SUCH OWNER SHALL BE RESPONSIBLE AND LIABLE FOR ALL SUCH DAMAGE. ALL MAINTENANCE, REPAIRS AND REPLACEMENTS AS TO THE COMMON ELEMENTS (UNLESS NECESSITATED BY THE NEGLIGENCE OR MISUSE OF A LOT OWNER,

IN WHICH CASE SUCH EXPENSE SHALL BE CHARGED TO SUCH LOT OWNER), SHALL BE THE COMMON EXPENSE OF ALL THE OWNERS.

17.0 EXHIBITS

THE FOLLOWING EXHIBITS ARE HEREBY ATTACHED AND INCORPORATED IN TO THIS PUD. THESE EXHIBITS ARE:

- A. LEGAL DESCRIPTION AND TOPOGRAPHIC SITE SURVEY
- B. MASTER DEVELOPMENT PLAN



REVISIONS		
No.	Description	Date

KEY PLAN

SCAN

PROJECT
SHAWNEE TRAIL
OFFICE PARK

LOCATION
SHAWNEE, OKLAHOMA

PREPARED FOR
BONRAY REAL ESTATE, L.L.C.

SHEET TITLE
**MASTER
DEVELOPMENT
PLAN**

Project No.	BAC171410
Drawn By	JDC
Checked By	CW
Date	12/04/2011
Scale	AS SHOWN
Issued For	Review
SHEET NO.	

EXHIBIT



CARDINAL
ENGINEERING
An ENVIRONMENTAL COMPANY

825 Central Park Drive, Ste. 402
Oklahoma City, Oklahoma 73105
Phone 405.842.1066
Fax 405.842.4687

3700 West Robinson, Ste. 200
Norman, OK 73072
Phone 405.701.5058
Fax 405.701.5208

<http://www.eccgrp.com>
CAF 7110, expiration date 06.30.2018

FINAL PLAT APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: 506-18
Project Number: 180207
Date Filed: March 2nd, 2018
Amount Paid: \$252.00
Receipt No.: 02141699

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 Bonray Real Estate, L.L.C.
APPLICANT ADDRESS 929 East Britton Road, Oklahoma City, OK 73114-7802
APPLICANT PHONE NUMBERS 405/842-1661
EMAIL ADDRESS pday@bonray.com
NAME OF PLAT Shawnee Trail Office Park
LOCATION S.E. corner of E. 45th Street and Hyatt Road
NUMBER OF ACRES 4.06 NUMBER OF LOTS 9

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00
PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 9 27.00
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS _____
TOTAL COST 252.00

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 Bonray Real Estate, L.L.C.
ADDRESS 929 East Britton Road, Oklahoma City, OK 73114-7802
CONTACT NUMBERS 405/842-1661
EMAIL ADDRESS pday@bonray.com

PROJECT ENGINEER INFORMATION:

NAME Cardinal Engineering
ADDRESS 525 Central Park Drive, Suite 402, Oklahoma City, OK 73105
CONTACT NUMBERS 405/842-1066
EMAIL ADDRESS corey.lipps@eccgrp.com jason.davis@eccgrp.com

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

Regular Board of Commissioners

11.

Meeting Date: 04/16/2018

Sales Tax

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sale Tax Report received April 2018.

Attachments

Sales Tax



Date: April 12, 2018
TO: Mayor and Commissioners
From: Cynthia S. Arnold, Finance Director
Subject: March Sales Tax Deposit (April)

CSA

Sales Tax Collections:

April deposit for March sales tax was \$1,420,532 which will be divided among the following funds:

General	\$ 947,022
Capital Improvements	\$ 183,485
Street Fund	\$ 207,161
Economic Development	\$ 23,676
Police Sales Tax Fund	\$ 29,594
Fire Sales Tax Fund	\$ 29,594

Compared to April 2017 we were down \$48,909 or 3.33%. For the year we are up .16% which is below what we budgeted for.

We need to remember to Shop Shawnee as much as possible to keep the sales tax steady.

Use tax deposit in April was \$81,854 down \$54,051 or 39.77 % from last year.

Compared to last year use tax is up 11.94% for the year.

	May 2015	May 2016	May 2017	Increase	(Decrease)
	through	through	through	Over Prior	
Month	April 2016	April 2017	April 2018	Amount	Percentage
May	1,466,536	1,493,399	1,573,986	80,587	5.40%
June	1,438,144	1,437,412	1,556,869	119,457	8.31%
July	1,442,218	1,475,520	1,537,860	62,340	4.22%
August	1,588,410	1,530,246	1,559,594	29,348	1.92%
Sept	1,494,203	1,490,836	1,493,327	2,491	0.17%
Oct	1,545,245	1,496,732	1,571,844	75,112	5.02%
Nov	1,426,192	1,468,286	1,412,195	(56,091)	(3.82%)
December	1,506,784	1,405,365	1,436,804	31,439	2.24%
January	1,546,951	1,558,709	1,573,267	14,558	0.93%
February	1,605,202	1,676,413	1,652,541	(23,872)	(1.42%)
March	1,316,044	1,370,990	1,308,463	(62,527)	(4.56%)
April	1,552,529	1,469,441	1,420,532	(48,909)	(3.33%)
Total	17,928,457	17,873,349	18,097,282	223,933	1.25%
.					
		Prior Year	Current Year	Increase	(Decrease)
Period		Actual	Actual	Over Prior	
Fiscal Year to Date		14,942,538	14,966,427	23,890	0.16%

Top sales tax codes: February Collections- Reports from the Oklahoma Tax Commission were not available at this time

TOP REVENUE THRU 03/31/2018		2017-2018	2016-2017	2015-2016	% to 2016	% to 2015
General Fund:	001					
Sales Tax	4001	\$9,019,415	\$8,971,733	\$9,138,077	.53%	-1.03%
Use Tax	4002	\$1,156,890	\$1,033,346	\$1,170,469	11.94%	-.116%
Alcoholic Beverage Tax	4003	\$99,389	\$99,355	\$91,290	.03%	8.87%
Cigarette Tax	4006	\$156,036	\$158,363	\$160,854	-1.47%	-.3.00%
Court Fines	4301	\$281,957	\$322,308	\$367,190	-12.52%	-23.21%
Court Cost	4302	\$68,809	\$87,083	\$109,133	-20.94%	-36.95%
		\$10,782,497	\$10,672,293	\$11,037,013	1.03%	-.2.31%
Franchise Taxes:	001					
Cable - Vyve	4016	\$40,426	\$39,677	\$43,271	1.89%	-6.57%
Electric-CVEC	4018	\$92,518	\$87,929	\$85,944	5.22%	7.65%
Electric-OG&E	4014	\$927,382	\$827,816	\$859,907	12.03%	7.85%
Gas-ONG	4013	\$251,871	\$222,932	\$209,103	12.98%	20.45%
Top Ten Revenue		\$12,094,694	\$11,850,646	\$12,368,273	2.06%	-1.15%

Regular Board of Commissioners

12.

Meeting Date: 04/16/2018

CM Report

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Report

Attachments

CM Report

City Manager Report

March 2018



Highlights

City Launches New Website!

The City has launched a new website, which can be viewed at www.shawneeok.org. This newsletter will migrate to a new digital format that will be posted monthly on the new site. The public can sign up for email alerts for the newsletter and other City business on the homepage (see footer of site).

City Commission Sends Propositions to Voters – Election to be Held June 26

A summary of the propositions appears below:

Proposition #1: This proposition clarifies when City Commissioners and the Mayor take office and provides that they take office on the first Monday in the month following their election (regular or runoff).

Proposition #2: This proposition concerns the appointment of the Vice-Mayor, which is done on an annual basis by the City Commission. It clarifies the timing of the appointment when there is a general election, runoff election, or in years with no election.

Proposition #3: If approved, this proposition would change the method of ordering the holding of elections by allowing the City to pass a resolution in accordance with State law. City Charter currently requires passage of an ordinance.

Proposition #4: If approved, this proposition would temporarily increase City sales tax by one-half percent for a period of 10 years for capital projects. The Shawnee City Commission adopted a Capital Improvement Project List that highlights potential improvements funded through the increase. Projects include major improvements to City parks, remodel of two fire stations, establishment of a new Police Department headquarters building, major street improvements, EXPO enhancements, additional sidewalks and trails and renovations to the Senior Center, Library, Community Center and Santa Fe Depot.

For more information, please see: www.shawneeok.org/election

OTHER UPDATES BY DEPARTMENT

Finance/Treasurer Report

Sales Tax. March deposit of February sales tax collected was \$1,308,463 compared to March 2017 we are down \$62,527 or 4.56 percent. For the year, the City is up 1.12 percent which is below what was budgeted for this fiscal year.

Meetings and Noteworthy Items

City Commission – April 16, May 7

(Note: All regular Commission meetings now start at 6:00 PM in 2018)

Planning Commission – May 2

Beautification – April 19, May 17

Other Important Dates:

3rd Friday Block Party – April 20, May 18

Redbud Festival- April 20- 21

Other Events:

www.visitshawnee.com/Calendar

<http://www.shawneeexpo.org/calendar.html>

Board Openings:

Traffic Commission

City Manager Report

March 2018



Shawnee Municipal Authority

Master Plan Implementation. At this time, engineering work is about 35% complete. Staff toured the Midwest City plant on Friday, October 27, 2017. Staff toured 3 Wastewater Plants in Austin, TX in November to get a look at what the new proposed Southside Wastewater Plant could resemble. Staff along with Guernsey toured the El Reno SBR sewer plant in January 2018. On January 17 Guernsey provided a comprehensive update to the City Commission at their special meeting/workshop. City and Guernsey staff had a work shop February 7 at Public Works. The material covered at the work shop was where we're at with the engineering of the Southside sewer plant, Northside sewer plant and water plant. Guernsey gave a presentation to SMA staff on February 14 on UV disinfection for a unit process at both sewer plants. Staff and Guernsey had a workshop with ODEQ regarding the direction of the design plan for the plants on March 9. The workshop went very well and ODEQ was not opposed to any of our plans.

Operations Department (Parks, Recreation, Cemetery, Fleet Management)

Parks. Crews have been turning on water in the parks and preparing grounds for mowing season.

Recreation. Staff continues to work on programs and prepare for the busy summer season. The City publishes a monthly recreation newsletter, which can be found here:

<http://www.shawneeok.org/government/departments/parks/recreation/newsletter/index.php>

Classes at the Community Center: (call 275-3986 for more information)

- Martial Arts- Monday, Wednesday and Friday 6-8:30 pm (\$)
- Pound Course- Tuesday and Thursday from 5:30-6:30 pm (\$)
- Open Gym- Monday- Friday from 12-1pm and from 3-5pm, basketballs and various other equipment available (18 laps = 1 mile)

Engineering and Streets

Rehab Concrete Streets Project. The project contractor is continuing work on Bonita Street south of Franklin.

Kickapoo Street from Farrall to Spur. The second set of Preliminary Right-of-Way and Utility Plans were submitted for review. A meeting is scheduled with POE and Associates to go over changes and revisions needed before meeting with ODOT.

Avedis/City Sidewalk Project. The second phase of this project has begun starting on the east side of Broadway just north of Highland. They have completed approximately fifteen blocks to date and will continue along the east side until they reach Federal Street. Currently, working between Emmett and Federal.

Planning Department

Clean-up Efforts. The Action Center maintains a very active caseload, with numerous complaints received daily. For a complete list of Action Center cases or to submit a complaint anonymously online, see:

<http://www.shawneeok.org/actioncenter/default.asp>

City Manager Report

March 2018



Transportation Alternatives Program. The City was notified in August 2016 that its application to the Oklahoma Department of Transportation for a Transportation Alternatives Program grant was approved. The planned sidewalk will bridge a critical missing gap along MacArthur Street east of Harrison. The Avedis Foundation has agreed to provide matching funds equal to ten percent of the project cost. Staff is working with ODOT on scheduling of this project. The Shawnee Engineering Department is providing the engineering design of this project, saving the City considerable funds. The project is expected to be ready to bid in Spring or Summer 2018 pending ODOT approval.

Comprehensive Plan Update. The City is starting the process of updating its Comprehensive Plan – a long range planning document that encompasses all aspects of the community and helps to ensure positive long-term growth and development. On February 20, the City Commission approved a contract with the planning firm RDG to assist the City with this process. Public meetings and outreach efforts will begin soon and the process should be concluded in approximately one year. To follow progress, please see: http://www.shawneeok.org/government/departments/planning/comprehensive_plan_update.php#

Fire Department

Station 2 Rehab/Renovation. Work continues on this project. The roof and insulation are now installed and the work on the inside of the building is beginning to ramp up. The HVAC system, gas piping and fire sprinkler system are currently being installed and the contractor plans to begin masonry work next week. This project is scheduled to be completed in late-Spring.

Hydrant Flowing (ISO requirement). Work continues on this project.

Hydrant Painting (ISO requirement). Work continues on this project.

Blue Card Incident Command Certification. Nine (9) Fire Department Captains are now enrolled in the Blue Card program. They have been given until March 31, 2018 to complete the 50-hour online portion of the class. The nine (9) department Captains will be going through the three-day simulation certification lab at our department Command Training Center beginning on Wednesday, April 18.

Assistance to Firefighters Grant 2017. On February 2, SFD submitted a grant requesting \$192,889 in federal funds for multiple items including a compressed-air filled station for Station 2, a turn-out gear cleaning extractor and dryer for Station 2, a back-up generator for station 2, water rescue PPE, ballistic protection for firefighters and portable radios. If approved, SFD will be responsible for a ten percent match for this grant.

Police Department

Administration. The contract and budget for the IACP Grant have been approved and signed. SPD is preparing for a site visit the week of April 19. They can start drawing funds from this grant and have staff members who will start IACP designated training in April.

City Manager Report

March 2018



Patrol. SPD currently has two officers in CLEET and two officers in pre-academy training. The Oklahoma Highway Safety awarded us another \$10,000 for overtime on traffic enforcement. This was money not being used by other agencies. COPS officers and bicycle officers have been attending many of the public events such as monthly block parties.

Animal Welfare. There have been many improvements to the inside of the shelter with the assistance from Lowes. SMA has tapped in to the sewer line for the connection of the overflow building. Work on the main buildings sewer lines will begin soon.

Dispatch. We have three new trainees starting in the communication Center this month.

Emergency Management

Planning Projects. A variety of planning efforts are underway, including an update to the Emergency Operations Plan, EOC Standard Operations Guide, and the Elected Officials Briefing Book.

Regional Airport

Welcomes First Time Fliers and the Folks who Make it Possible: Thanks to the efforts of the True-Blue Pet Rescue and Pilots N Paws these pups are on their way to new homes in Colorado. Each year, the volunteers of Pilots N Paws save thousands of lives. Those lives come in the form of any animal that can be transported using an airplane. Dogs, cats, pigs, reptiles and rabbits are just a few who have taken one of their flights. The Friends of Shawnee Animals provide medical care, foster care, and transportation to facilitate the rescue of abandoned pets and get them to loving homes.

