

AGENDA
BOARD OF CITY COMMISSIONERS
January 19, 2016 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Minutes from the December 21, 2015 regular meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for December 2015
 - Project Payment Report for December 2015
 - Planning Commission Minutes for December 2, 2015 meeting
 - Shawnee Urban Renewal Authority Minutes for December 8, 2015 meeting
 - Shawnee Civic and Cultural Development Authority Minutes for November 19, 2015
 - Shawnee Beautification Committee Minutes for September 10, 2015 meeting
 - c. Approve lease with Raymond Utter for North Airport Property land and facilities.
 - d. Acknowledge Preliminary 2016-2017 Budget Schedule.
 - e. Lake Lease Transfer:

TRANSFERS

- Lot 10 Coffman Tract, 15201 Perry Rd.
From: David Griffin and Jeremy Higdon
To: Jeremy and Sage Higdon
- f. Mayor's Appointments

Shawnee Housing Authority
Harvey Valentine 1st Full Term Expires 02/14/2019
Replaces Lauri Fluke - Termed Out
 - g. Acceptance of Utility Easement from Shawnee Milling Company.

- h. Acceptance of Utility Easement Release from Shawnee Milling Company.
- 2. Citizens Participation
 - (A three minute limit per person)
 - (A twelve minute limit per topic)
- 3. Presentation by City Manager to Employee of the Month, Keipher Hotella, Fire Department.
- 4. Consider a resolution of appreciation to Greg Gibson for over 30 years of service to the City of Shawnee and presentation to Greg Gibson.
- 5. Consider a resolution of appreciation to John Leathers for over 25 years of service to the City of Shawnee and presentation to John Leathers.
- 6. Consider a resolution of appreciation to Ken King for over 25 years of service to the City of Shawnee and presentation to Ken King.
- 7. Presentation and discussion by Visit Shawnee, Inc. to include a six-month update of operations and activities.
- 8. Presentation, discussion, and possible action on Community Branding effort led by Visit Shawnee, Inc.
- 9. Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Charles Huff.
- 10. Consideration of approval of a Final Plat for Shawnee Auto Mall located on Shawnee Mall Drive, east of Union. Case No. S14-15 Applicant: Huitt-Zollars, Inc. *(Deferred from December 7, 2015 City Commission Meeting. Planning Commission deferred item to February 2016.)*
- 11. Consideration of approval of a Preliminary Plat for Vision Bank Addition, Section I, located at 4301 North Harrison Street. Case No. S17-15 Applicant: Vision Bank, NA
- 12. A public hearing and consideration of an ordinance to rezone property located at 1500 East Independence Street from R-1; Single Family Residential District to R-2; Combined Residential District. Case No. P15-15 Applicant: The Landrun Group, LLC *(Planning Commission deferred item.)*
- 13. A public hearing and consideration of an ordinance to rezone property located at 2202 North Leo Street from R-1; Single Family Residential District to R-2; Combined Residential District. Case No. P16-15 Applicant: Darrin Marical
- 14. Acknowledge Sales Tax Report received January 2016.
- 15. City Manager Update

16. New Business

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

17. Commissioners Comments

18. 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: 01/19/2016

CC Minutes 12/21/2015

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the December 21, 2015 regular meeting.

Attachments

CC Minutes 12/21/2015

BOARD OF CITY COMMISSIONERS PROCEEDINGS
DECEMBER 21, 2015 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, December 21, 2015 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord

Mayor

Vacant

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

Lesa Shaw

Commissioner Ward 5

Micheal Dykstra

Commissioner Ward 6

ABSENT: None

INVOCATION

The Lord's Prayer

FLAG SALUTE

Led by Commissioner Hall

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

1. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 8.
 - b. Minutes from the December 7, 2015 regular meeting.

- c. Acknowledge the following minutes:
- Shawnee Urban Renewal Authority Minutes from October 6, 2015 meeting
- d. Lake Lease Renewals:

RENEWALS

- Lot 6 Roewe Tract, 15507 Perry Rd.
Lessees: Candace and William Collie
 - Lot 4 Bodkin Tract, 15812 Bodkin Rd.
Lessees: Ronald and Paulette Cook
 - Lot 5 Bodkin Tract, 15816 Bodkin Rd.
Lessee: Lahoma Gallagher
 - Lot 14/15 Johnston Tract, 16618 Stevens Rd.
Lessee: Tommie Howard
 - Lot 16 Johnston Tract, 16614 Stevens Rd.
Lessee: Tommie Howard
 - Lot 13 Damron Tract, 15600 Hwy 102
Lessees: Jerry Knox and Monty Garner
- e. Mayor's appointments:
- Shawnee Public Library Board
- | | |
|---|-------------------|
| David Houghton – 2 nd Full Term
Reappointment | Expires 6-30-2018 |
| Kevin Huddleston – 2 nd Full Term
Reappointment | Expires 6-30-2018 |
- f. Acceptance of Boy Scout Restroom project placing Maintenance Bonds into effect and approving final payment.

- g. Accept Utility Easements, i.e. sanitary sewer & water line, for The Garage at Shawnee Mall and a letter of credit in lieu of completion of public improvements, authorizing obtainment of signatures and recording of the final plat.
- h. Budget Amendment – General Fund
To adjust capital account for Fire to redo station 2 on Main Street

Commissioner Shaw requested that Agenda Item Nos. 1(d), (e), and (h) be pulled for separate consideration.

Regarding Agenda Item No. 1(d), Commissioner Shaw noted an error on the date of a report that accompanied the lake lease. City Manager Justin Erickson stated that a correction would be made.

Regarding Agenda Item No. 1(e), Commissioner Shaw inquired about the application process of reappointing members to boards, and if the applications are kept on file. City Manager Erickson explained the application procedure for board appointments.

Regarding Agenda Item No. 1(h), Commissioner Shaw asked that this item be tabled for City Commissioner to review at a later date, stating that she has some concerns.

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

AYE: Harrod, Mainord, Hall, Dykstra, Agee
NAY: Shaw

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

There was no Citizens Participation.

AGENDA ITEM NO. 3: Discussion regarding cancelling January 4,
2016 City Commission meeting.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the cancellation of the January 4, 2016 City Commission meeting. Motion carried 6-0.

AYE: Harrod, Hall, Shaw, Dykstra, Agee, Mainord

NAY: None

AGENDA ITEM NO. 4:

Consider a resolution of support indicating favorable consideration for a tax credit award to Zimmerman Properties, LLC to construct a new 48-unit senior multi-family housing development known as Shawnee Estates approximately ¼ mile East of North Harrison on Transportation Parkway.

Mr. Erickson gave the staff report and explained that this is Phase 2 of the project, which will add forty-eight units to the existing structure. Zimmerman Properties, LLC received a tax credit award to build Phase 1 which consisted of sixty units.

Commissioners debated whether there is a need for additional low income housing in the City of Shawnee. Commissioners requested that staff provide a study showing income demographics for the City to determine need. Commissioner Hall stated he would like the City to develop a policy regarding the building of low income housing and the support of tax credits.

A motion was made by Commissioner Hall, seconded by Commissioner Dykstra, to defer this item. Motion carried 5-1.

AYE: Hall, Dykstra, Agee, Harrod, Mainord

NAY: Shaw

AGENDA ITEM NO. 5:

Presentation of grant funds received from Oklahoma Tobacco Settlement Endowment Trust (TSET) for the Boy Scout Splash Pad and Restroom project.

Ms. Connie Befort from the Oklahoma Tobacco Settlement Endowment Trust presented grant funds in the amount of \$110,000 to Mayor Mainord. These funds made the Splash Pad and Restroom Project at Boy Scout Park possible.

AGENDA ITEM NO. 6:

Acknowledge Sales Tax Report received December 2015.

Cynthia Sementelli, Finance Director, reported that December sales tax collected this month was \$1,506,784.00, which is up 4.51% from 2014 and up 14.58% from 2013. Ms. Sementelli also stated that for the fiscal year 2015-2016 it is up 4.92% over fiscal year 2014-2015.

AGENDA ITEM NO. 7:

City Manager Update

City Manager Justin Erickson gave updates on the following city issues:

- a) Rehab will soon start on the old Fire Station No. 2 on Main Street. Opening this location while the Bryan Street station is being renovated will allow the Fire Department to expand its coverage. Regarding the Fire Station on Bryan Street, ten (10) engineering firms have responded to the rehabilitation request by the City. Staff will review and select one firm to present to the City Commission for approval at the January 19, 2016, City Commission meeting.
- b) Regarding the heating and air installation at the Municipal Auditorium, staff will present to the Commission for approval the design firm selected at the January 19th or February 1, 2016 meeting.
- c) Regarding trails and sidewalks: The sidewalk along Bryan Street is nearly complete and the installation of a sidewalk from Sequoyah School to Bryan Street will soon begin. The track lighting along the Airport trail is moving along quickly and is expected to be completed by the end of this month or early January 2016. Further, a sidewalk will be constructed on Union Street to MacArthur as part of an Avedis grant to Shawnee Public Schools.
- d) All agreements have been executed regarding the Downtown Streetscape project and work is expected to begin January 19, 2016.

In response to questions from Commissioners, Mr. Erickson addressed the following issues as well:

Commissioner Shaw asked about additional lighting along Bryan Street once the sidewalk project has been completed. Mr. Erickson stated that staff will determine if additional lighting is needed and will work with the Traffic Commission to add fixtures if necessary.

Commissioner Agee requested from the City Manager a color-coded map showing existing sidewalks and proposed sidewalk projects.

AGENDA ITEM NO. 8:

Consider Bids/Proposals:

- a. Proposals for Snow and Ice Removal Assistance (Open/Award)

BIDDER

Pipeline & Tank Services LLC

AMOUNTS

Unit Number	Monthly Rental	Weekly Rental	Daily Rental	Hourly Rental
SR-001 John Deere 672G 638287UD	\$8,510.00	\$2,127.00	\$303.00	\$225.00
SR-003 John Deere 624K 654565NW	\$5,750.00	\$1,437.50	\$205.50	\$225.00
Unit 010 John Deere 329E FE288481	\$2,070.00	\$517.50	\$295.00	\$185.00
Unit 011 John Deere 333E FE281011	\$2,070.00	\$517.50	\$295.00	\$185.00
Unit 012 John Deere 333E FE286149	\$2,070.00	\$517.50	\$295.00	\$185.00
Unit 013 John Deere 329E 276919	\$2,070.00	\$571.50	\$295.00	\$185.00
Dump Truck with Salt Plow \$250.00				

Emergency Management Director Don Lynch announced that one (1) bid was received and was read into the record. Mr. Lynch stated that it is his request to be allowed to review the bid and discuss with the Street Department and other city staff to determine if the bid meets our equipment needs. If all parties are in

agreement and the bid references confirmed, he further requests permission to negotiate a contract with this vendor.

A motion was made by Commissioner Shaw, seconded by Commissioner Hall, to accept Mr. Lynch's request to review the bid with staff, have the vendor checked with the Better Business Bureau and other references and negotiate a contract if the bid is satisfactory. Motion carried 6-0.

AYE: Shaw, Hall, Dykstra, Agee, Harrod, Mainord

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

Commissioner Agee shared with the Commission two areas of concern that citizens have asked her about. First, was the issue of there being no Christmas lights at Woodland Park this year. Commissioner Agee spoke with City staff and found that a line was cut during the pool installation and repairs are needed to fix this issue. Secondly, a citizen was concerned about displaced animals during a disaster. Commissioner Agee stated she has spoken with Mr. Chris Thomas and found that animal shelter staff will first try to reunite the animal with their owner. If that is unsuccessful, staff will work with rescue agencies to find a home for the animal. Standard animal shelter procedures would then go into effect in the event those attempts fail.

Vice Mayor Harrod stated that he was given misinformation regarding filing deadlines for a special election in March. He previously considered asking for the City to call for an election for the Ward 1 Commission vacancy at that time. However, the resolution filing period has now passed.

Commissioner Shaw clarified that she is in agreement that there is a need to rehab the Main Street Fire Station; however, she stressed the importance of having confidence in the contractors and their performance. She would like the City to check out all contractors/vendors with the Better Business Bureau.

Commissioner Dykstra stressed the importance of supporting local businesses and encouraged everyone to shop local during the holiday season.

Mayor Mainord mentioned the positive changes taking place in Downtown Shawnee. He noted that many good things are happening in this city, and specifically mentioned the recent bicycle giveaway to underprivileged children. Mayor Mainord asked that everyone pay attention to the good and look for the light instead of focusing on the darkness in the world. He wished everyone a Merry Christmas.

AGENDA ITEM NO. 11: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:24 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

Meeting Date: 01/19/2016

Acknowledge Reports & Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for December 2015
- Project Payment Report for December 2015
- Planning Commission Minutes for December 2, 2015 meeting
- Shawnee Urban Renewal Authority Minutes for December 8, 2015 meeting
- Shawnee Civic and Cultural Development Authority Minutes for November 19, 2015
- Shawnee Beautification Committee Minutes for September 10, 2015 meeting

Attachments

License Pymt Rpt 12/2015

Project Pymt Rpt 12/2015

Planning Minutes 12/2/2015

SURA Minutes 12/8/2015

Expo Minutes 11/19/2015

Beautification Minutes 09/10/2015

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L I C E N S E P A Y M E N T R E P O R T
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PAGE:
PAYMENT DATES: 12/01/2015 TO 12/31/2015

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION		FEE	PENALTY	PAYMENT DISTRIBUTION	TOTAL PAI
					TAX INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	2	50.00CR			50.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	30	450.00CR			450.00
AMB	AMBULANCE LICENSE FEE	1	25.00CR			25.00
BOATREG	BOAT REGULAR PERMIT	13	338.00CR			338.00
BOWL	BOWLING LANE	1	50.00CR			50.00
CONCE	CONCESSION STAND EVENT FEE	1	7.50CR			7.50
DEMOL	DEMOLITION LICENSE FEE	4	300.00CR			300.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	1	100.00CR			100.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	5	375.00CR			375.00
EXT	EXTERMINATOR LICENSE FEE	4	100.00CR			100.00
FISHANNUAL	FISHING ANNUAL FEE	6	90.00CR			90.00
HUNT1	DOVES/QUAIL/SQUIIREL/RABBIT	2	16.00CR			16.00
HUNT2	MIGRATORY FOWL	16	176.00CR			176.00
IMERC	ITINERANT MERCHANT FEE	2	100.00CR			100.00
LAKELEASE	LAKE LEASE	8	5,352.00CR			5,352.00
MECH1	MECHANICAL CONTRACTOR INTIAL	1	100.00CR			100.00
MECH2	MECHANICAL CONTRACTOR RENEW	8	600.00CR			600.00
MIXER	MIXED BEVERAGE RENEWAL	1	900.00CR			900.00
PAWN	PAWN BROKERS LICENSE FEE	3	75.00CR			75.00
PLUM1	PLUMBING CONTRACTOR INITIAL	2	200.00CR			200.00
PLUM2	PLUMBING CONTRACTOR RENEW	6	475.00CR			475.00
RESAL	RESIDENTIAL SALE	16	160.00CR			160.00
SALVG	SALVAGE OPERATOR LICENSE FEE	1	25.00CR			25.00
SIGN	SIGN HANGERS LICENSE FEE	9	675.00CR			675.00
STORM	STORM CELLAR LICENSE FEE	7	525.00CR			525.00
TAXIBR	VEHICLE FOR HIRE RENEWAL	1	50.00CR			50.00
TAXIDR	TAXI DRIVER RENEAL FEE	3	75.00CR			75.00
TREE	TREE TRIMMING LICENSE FEE	6	150.00CR			150.00
TOTAL			11,539.50CR			11,539.50

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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: 12/01/2015 TO 12/31/
SORTED BY: PRO

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	292.00CR
001-4202	BUILDING PERMITS	7,329.58CR
001-4203	PLUMBING PERMITS	1,240.00CR
001-4204	ELECTRICAL PERMITS	80.00CR
001-4205	ZONING PERMITS & APPLICATIONS	1,119.00CR
001-4206	HEATING & A/C PERMITS	490.00CR
001-4249	OTHER PERMITS	490.00CR
001-4822	OTHER MISC. REVENUE	36.50CR
501-4510	WATER TAPS	900.00CR
799-1023	BANCFIRST GENERAL	11,977.08

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STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

PROJECT PAYMENT REPORT

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 12/01/2015 TO 12/31/
SORTED BY: PRO

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	6,927.93CR
B2-ADD	BUILDING CONSTRUCTION ADD	60.25CR
B3-REMODEL	BUILDING CONSTRUCTION REM	940.00CR
B4-SHELTER	BUILDING SHELTER	88.50CR
B4-STORAGE	BUILDING STORAGE SHED	689.40CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	98.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	521.50CR
P3-REMODEL	PLUMBING REMODEL	1,029.00CR
X-DEMO	DEMOLITION PERMIT	150.00CR
X-PLATFIN	PLAT REVIEW FINAL	331.00CR
X-PLATREV	PLAT REVIEW PRELIM	228.00CR
X-SIGN	SIGN PERMIT	100.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	103.50CR
Z-OCCUP	OCCUPANCY PERMIT	150.00CR
Z-REZONING	REZONING REQUEST	560.00CR
TOTAL		11,977.08CR

PLANNING COMMISSION MINUTES

DATE: DECEMBER 2ND, 2015

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, December 2nd, 2015 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1:

Roll Call

Upon roll call the following members were present:

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

Absent:

Meeting was called to Order.

AGENDA ITEM NO. 2:

Consideration of Approval of the minutes from the November 4th, 2015 Planning Commission Meeting

Chairman Bergsten asked if the Board had time to review the minutes and if so would ask to entertain a motion if there were no questions or discussion. Commissioner Clinard made a motion to approve, seconded by Commissioner Kerbs.

Motion passed:

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

NAY:

ABSTAIN: Kienzle

AGENDA ITEM NO. 3:

Citizen's Participation

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

AGENDA ITEM NO. 4:

Presentation of the 2015 Park System Inventory & Assessment Final Draft by James Bryce

James Bryce came forward and discussed the changes to the Assessment and asked if the Commissioners had any questions. Commissioner Kerbs asked why the new water park facility was not listed. James Bryce informed him that the Parks department does not do much with the building. Commissioner Kienzle asked why the Fire Department does not maintain their own. Mr. Bryce stated they do maintain some of their own and used to solely maintain it but that his department does help them. Commissioner Kerbs mentioned the idea of adding the water park to the list. Commissioner Kienzle discussed public restrooms for the parks and asked if there was any prioritization for them. James Bryce informed her that he would like to see them but there would not be any at the vacant lots and also mentioned the price to construct a restroom. Commissioner Kerbs asked if camera systems would be a benefit and Mr. Bryce stated he had looked into them. Vice-Chairman Cowen commented on the condition of the parks within the city and asked if doing away with those parks would help the budget to better upkeep the parks that will be staying put. Commissioner Kerbs asked about contracting out for the department and James Bryce stated they had previously looked into that before.

AGENDA ITEM NO. 5:

Case #S13-15 – Consideration of approval of a Final Plat for The Garage Restaurant located at 190 Shawnee Mall Dr., Shawnee, OK

Applicant: Muhammad Khan, P.E.

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Commissioners that the rezone and preliminary plat have previously come before the board and were approved. Justin Debruin stated the request for the C-3 zoning is to construct a restaurant and staff approves with conditions. Chairman Bergsten asked if there were any questions from the Commissioners. There were none and Chairman Bergsten opened the public portion of the meeting and asked if anyone against the item would like to come forward. No one came forward and Chairman Bergsten asked if anyone in favor of the item would like to come forward. No one came forward and Chairman Bergsten closed the public portion of the meeting and asked for a motion. Vice-Chairman Cowen made a motion to approve with the conditions listed, seconded by Commissioner Kienzle.

Motion Approved:

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

NAY:

ABSTAIN:

AGENDA ITEM NO. 6:

Case #S14-15 – Consideration of approval of a Final Plat for Shawnee Auto Mall located on Shawnee Mall Dr., east of Union Street, Shawnee, OK

Applicant: Huitt-Zollars, INC

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin mentioned that staff asked for a deferral to the January meeting due to several items needing to be addressed on the plat and construction documentation. Chairman Bergsten asked if there were any particular hold ups. Justin Debruin stated they needed more documentation due to the nature of the property. Chairman Bergsten opened the public portion of the meeting and asked if there was anyone who would like to speak against the item. No one came forward and Chairman Bergsten asked if there was anyone who would like to speak in favor of the item. No one came forward and Chairman Bergsten closed the public portion of the meeting and asked for any questions, comments or a motion. Commissioner Affentranger made a motion to defer, seconded by Commissioner Kienzle.

Motion deferred:

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

NAY:

ABSTAIN:

AGENDA ITEM NO. 7:

Case #S15-15 – Consideration of approval of a Preliminary Plat for Avonlea Cottages of Shawnee located at 789 Country Grove Drive, Shawnee, OK

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Commissioners that the plan for this request was to expand onto the existing back portion of the assisted living center and will include additional parking requirements. Justin Debruin explained that staff has no objections to the plat but will require the flood zones to be separate out lots. Mr. Debruin stated that conditions are listed including requiring a four foot sidewalk along the frontage. Chairman Bergsten asked if the proposed driveway would have any other structures on either side of it and Justin Debruin informed him it was sold by Car-Mart and is not affecting anything to the north or south. Commissioner Kerbs asked about the term "restaurant" listed on table in staff report and Mr. Debruin explained that was an error. Chairman Bergsten asked if there was anything planned for the park on the west side and Justin Debruin informed him it was in a flood zone. Chairman Bergsten asked if there were any other questions or comments for Justin Debruin, there were none and Chairman Bergsten opened the public portion of the meeting and asked if there was anyone who would like to speak against the item. No one came forward and Chairman Bergsten asked if there was anyone who would like to speak in favor of the item. Richard Landes came forward and explained that they would like to add around ten thousand square feet onto existing structure. Mr. Landes discussed the proposed driveway and stated he would be happy to answer any questions. Commissioner Kerbs asked if the private drive would be standard and Mr. Landes explained that it would be concrete and fire protection would be from main line. Richard Landes mentioned that the property south of proposed plat sold and he is working on that project now. Commissioner Kerbs asked if there was adequate space for EMS services on private drive and Mr. Landes agreed. Chairman Bergsten asked if there were any other questions for Richard Landes. There were none and Chairman Bergsten closed the public portion of the meeting and asked if the Commissioners had any additional questions or a motion. Commissioner Clinard made a motion to approve with conditions listed, seconded by Vice-Chairman Cowen.

Motion approved:

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

NAY:

ABSTAIN:

AGENDA ITEM NO. 8:

Case #S16-15 – Consideration of approval of a Final Plat for Sac & Fox Housing Wikipapi Apartments located on Highland and Kimberly, Shawnee, OK

Applicant: Sac & Fox Nation Housing Authority

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Commissioners that the Planned Unit Development for this location was approved back in May of this year and the applicant proposes an elderly living apartment complex. Justin Debruin mentioned the Kimberly Street closure was approved in August and the Preliminary Plat was approved in September. Mr. Debruin stated easements were satisfactory and there are a few more items staff is waiting on. Justin Debruin informed the Commissioners that staff recommends approval with conditions listed. There were no questions for Mr. Debruin and Chairman Bergsten opened the public portion of the meeting and asked if there was anyone who would like to speak against the item. No one came forward and Chairman Bergsten asked if there was anyone who would like to speak in favor of the item. Richard Landes came forward to briefly discuss project and stated everything is in place and they are just waiting to meet criteria to obtain the building permit. Commissioner Kerbs asked if there was a creek that runs along tree line and Mr. Landes stated it eventually becomes swelled drainage but is not an actual creek. Chairman Bergsten asked if there were anyone else who would like to speak in favor, there were none and Chairman Bergsten closed the public portion of the meeting and asked the Commissioners if they had any questions or would entertain a motion. Commissioners Kerbs made a motion to approve with conditions listed, seconded by Commissioner Clinard.

Motion Approved:

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

NAY:

ABSTAIN:

AGENDA ITEM NO. 9:

Planning Director's Report

Justin Debruin discussed the first violation letters going out for the Downtown Property Maintenance Code. Mr. Debruin mentioned the positive feedback from property owners regarding the code and the amount who have come forward to make improvements. Justin Debruin went over the process to input the complaints and mentioned Dunham Sporting Goods may open at the beginning of the year. Chairman Bergsten asked for an indication on how quickly the applicant would move to construct The Garage Restaurant. Mr. Debruin informed him they stayed on track with getting everything turned in as quick as possible and construction could begin as early as next year. Justin Debruin introduced Brittney Burton as the new Assistant Planner.

AGENDA ITEM NO. 10:

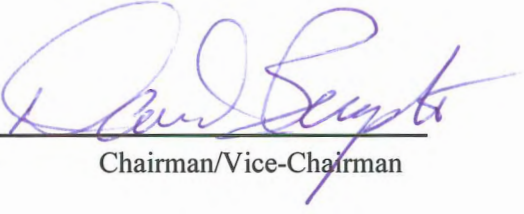
Commissioners Comments and/or New Business

Commissioner Clinard asked for information regarding the Christmas Parade. Commissioner Kerbs discussed the festivities. Commissioner Clinard mentioned the Historic Shawnee Alliance made second place for their downtown property façade contest and a new Downtown Map has been printed. Commissioner Kienzle mentioned asking traffic to look into the south I-40 service road by Lowes for traffic confusion.

AGENDA ITEM NO. 11:

Adjournment

Meeting was adjourned.


Chairman/Vice-Chairman

Cheyenne Lincoln
Planning Commission Secretary

SHAWNEE URBAN RENEWAL AUTHORITY MINUTES OF DECEMBER 8, 2015

The Board of Commissioners of the **Shawnee Urban Renewal Authority** met for a regular meeting Tuesday, December 8, 2015 at 9:00 a.m. in the CDBG Conference Room, 227 N. Broadway, Suite C, Shawnee, Oklahoma.

Chairman Ron Henderson called the meeting to order at 9:05 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

Chairman	Ron Henderson
Commissioner	Monte Cockings
Commissioner	Tiffany Barrett

Absent:	Commissioner	Larry Gill
	Commissioner	Wayne Jackson

Also present:

Bryan Logan, CDBG Coordinator/Rehab Specialist, SURA

Karen Drain, Secretary, SURA

Elaine Shrum, Administrative Specialist, SURA

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of October 6, 2015 was made by **Commissioner Cockings**, seconded by **Commissioner Barrett**. Motion carried with no abstentions.

VOTING YES: Henderson, Barrett, and Cockings

VOTING NO: None

AGENDA ITEM NO. 4

APPROVAL OF CLAIMS:

A motion to approve claims totaling \$ 21,610.98 was made by **Commissioner Cockings**, seconded by **Commissioner Barrett**. Motion carried with no abstentions.

VOTING YES: Henderson, Barrett and Cockings
VOTING NO: None

**AGENDA ITEM NO. 5
REQUEST FOR APPROVAL**

CDBG Policy Change

Bryan Logan, CDBG Coordinator/Rehab Specialist requested to change the Emergency Home Repair Program cap amount to \$20,000 from \$15,000 for a single home replacement system.

A motion to approve the request was made by **Commissioner Cockings**, seconded by **Commissioner Barrett**. Motion carried with no abstentions

VOTING YES: Henderson, Barrett, and Cockings
VOTING NO: None

**AGENDA ITEM NO. 6
REQUEST FOR ASSISTANCE:**

Bryan Logan, CDBG Coordinator/Rehab Specialist reported on the following requests for assistance:

a) Home Repair: Bernie & Juliann Fellows, 624 N. McKinley

Mr. & Mrs. Fellows are 79 and 78 years old respectfully. They have owned their home 35 years and are income qualified. The home needs a new roof, and central heat & air.

A motion to approve the request for assistance was made by **Commissioner Barrett** seconded by **Commissioner Cockings**. Motion carried with no abstentions

VOTING YES: Henderson, Barrett, and Cockings
VOTING NO: None

b) Home Repair: Brian & Angel Kirk, 1711 N. Market

Mr. & Mrs. Kirk are 42 and 39 years old respectfully. They have owned their home 10 years and are income qualified. The home needs a new roof, and central heat & air.

A motion to approve the request for assistance was made by **Commissioner Cockings**, seconded by **Commissioner Barrett**. Motion carried with no abstentions

VOTING YES: Henderson, Barrett, and Cockings
VOTING NO: None

c) Emergency Assistance: Nadine Tucker, 822 W. Ridgewood

Ms. Tucker is 55 years old and income qualified. She has owned her home 30 years. The home needs a new roof.

A motion to approve the request for assistance was made by **Commissioner Cockings**, seconded by **Commissioner Barrett**. Motion carried with no abstentions

VOTING YES: Henderson, Barrett, and Cockings
VOTING NO: None

d) Home Repair: Mary Ann McGee, 1618 N. Oklahoma

Ms. McGee is 91 years old and is income qualified. She has owned her home for 52 years. The home has severe foundation problems.

A motion to approve the request for assistance was made by **Commissioner Cockings**, seconded by **Commissioner Barrett**. Motion carried with no abstentions

VOTING YES: Henderson, Barrett, and Cockings
VOTING NO: None

e) Demolition: Rene' Eaton, 213 E. Bannock

Ms. Eaton is 39 years old and income qualified. She has owned the property 17 years. Code Enforcement has declared the structure a nuisance and it needs to be demolished.

A motion to approve the request for assistance was made by **Commissioner Barrett** seconded by **Commissioner Cockings**. Motion carried with no abstentions

VOTING YES: Henderson, Barrett, and Cockings
VOTING NO: None

**AGENDA ITEM NO. 7
UPDATE ON BID OPENINGS:**

Bryan Logan, CDBG Coordinator/Rehab Specialist addressed the following results:

a) Emergency Assistance: Karen Souders, 2005 N. Ione

Cost Estimate: \$ 3,650.00

2 bids received:

	<u>Bid Amount</u>
LG Construction	\$ 4,816.00
Vallandingham	4,770.00

Bid Awarded to: Vallandingham Construction

b) Emergency Assistance: Carl & Lesa Frailey, 425 N. Florence

Cost Estimate: \$ 8,700.00

4 bids received:

	<u>Bid Amount</u>
LG Construction	\$ 10,725.00
OPES	10,930.00
Patterson & Assoc.	9,232.00
Vallandingham	7,167.00

Bid Awarded to: Vallandingham Construction

c) Home Repair: Gloria York, 703 S. Union

Cost Estimate: \$ 6,150.00

4 bids received:

	<u>Bid Amount</u>
LG Construction	\$ 10,575.00
OPES	14,860.00
Patterson & Assoc.	11,275.00
Vallandingham	10,725.00

Bid Awarded to: LG Construction

d) **Home Repair:** **Victor Jones, 1810 N. Market**
Cost Estimate: \$ 5,000.00

2 bids received:

	<u>Bid Amount</u>
LG Construction	\$ 3,820.00
Unlimited Design:	3,850.00

Bid Awarded to: LG Construction

**AGENDA ITEM NO. 8
OLD BUSINESS:**

There was no Old Business.

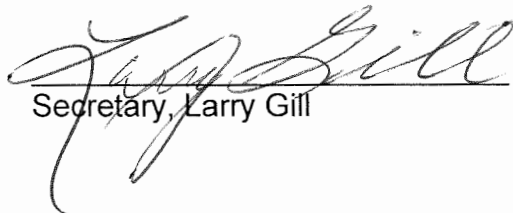
**AGENDA ITEM NO. 9
NEW BUSINESS:**

Bryan Logan, CDBG Coordinator/Rehab Specialist invited the Board members to attend an open house in the break room immediately following the meeting.

**AGENDA ITEM NO. 10
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:31 was made by **Commissioner Cockings** seconded by **Commissioner Barrett**. Motion carried with no abstentions.

VOTING YES: Henderson, Barret, and Cockings
VOTING NO: None


Secretary, Larry Gill


Chairman, Ron Henderson

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
NOVEMBER 19, 2015
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR SCHEDULED MEETING THURSDAY, NOVEMBER 19, 2015 AT 12:30 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 11/17/2015 AT 10:00AM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:35 PM BY MR. RANDY GILBERT, CHAIRMAN.

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. RANDY GILBERT
 MR. CASEY BELL
 MRS. RACHEL MONROE-MELOT
 MR. TIM BARRICK
 MR. JUSTIN ERICSON
 MR. KARL KOZEL
 MRS. SUSAN HAVENS

TRUSTEES ABSENT: NONE

ALSO IN ATTENDANCE: MIKE MCCORMICK, TONY VANN & LAUREN DAUGHETY OF VAN N & ASSOCIATES, SUZANNE GILBERT, CINDY SEMENTELLI- CITY OF SHAWNEE, SHELLY WELCH OF FINLEY & COOK & MIKE CLOVER OF STUART & CLOVER

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. RANDY GILBERT, DECLARED A QUORUM.

AGENDA ITEM NO.4

APPROVAL OF MINUTES FROM OCTOBER SC&CDA MEETING.

THE MOTION MADE BY TRUSTEE ERICKSON, SECONDED BY TRUSTEE BARRICK TO APPROVE THE MINUTES AS PRESENTED FOR THE OCTOBER 2015 MEETING. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MELOT, ERICSON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.6

APPROVAL OF THE MONTHLY FINANCIAL REPORT.

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE KOZEL TO APPROVE THE MONTHLY FINANCIAL REPORT AS PRESENTED. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MELOT, ERICSON, KOZEL
NAY: NONE
ABSTAIN

AGENDA ITEM NO.7

APPROVAL OF GENERAL CLAIMS.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE BELL TO APPROVE THE GENERAL CLAIMS. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MELOT, ERICSON, KOZEL
NAY: NONE
ABSTAIN

General Claims

A.	Cintas	\$145.50
B.	Pitney Bowes	\$185.00
C.	Fresh Filtered Air	\$650.00
D.	Ask About Windows	\$121.00
E.	Personal Plumbing	\$580.70
F.	Metropolitan Telecommunications	\$97.20
G.	Bankers Credit Card Services	\$335.78
H.	AT&T	\$329.55
I.	INS	\$734.00
J.	Music Unlimited	\$50.00
K.	Cutting Edge Lawns	\$3,680.00
L.	ONG	\$471.88
M.	ONG 2	\$236.62
N.	Multiview	\$1,500.00
O.	OG&E	\$21367.42
P.	Freds Tire & Battery	\$292.00
Q.	Grimsley's	\$1,602.75
R.	Hunzicker Brothers	\$179.04
S.	Locke Supply	\$23.05
T.	Personal Plumbing	\$1,232.98
U.	Vann & Associates	\$2,050.00
V.	Oklahoma Tax Commission	\$20.00
W.	City of Shawnee — Surcharge	\$2,926.00
X.	Vision Bank	\$454.04
Y.	Arvest	\$502.69
Z.	Arvest	\$625.11
AA.	Fuelman	\$891.86
BB.	Chuck Jones	\$675.00
CC.	Music Unlimited	\$60.00
DD.	City of Shawnee	\$352.91
EE.	Hertz Equipment Rental	\$138.32

FF.	Shawnee Office Systems	\$107.94
GG.	Winkler Door	\$116.00
HH.	Finley & Cook	\$275.00
II.	Sparks Heat & Air	\$118.50
JJ.	Cutting Edge Lawns	\$3,680.00
KK.	Constellation Energy	\$41.24
LL.	Cintas	\$242.50
MM.	Pitney Bowes	\$32.00
NN.	John Deere Financial	\$236.59
OO.	Techsico Enterprise	\$270.00
PP.	Stuart & Clover	\$150.00

AGENDA ITEM NO.8

APPROVAL OF SPECIAL EVENT CLAIMS

THE MOTION MADE BY TRUSTEE KOZEL , SECONDED BY TRUSTEE BELL THAT THE SPECIAL EVENT CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MELOT, ERICSON, KOZEL
 NAY:
 ABSTAIN:

Special Claims

A.	Mike McCormick	\$300.00
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AGENDA ITEM NO.9

APPROVAL OF SHAVINGS CLAIMS

THE MOTION MADE BY TRUSTEE ERICKSON , SECONDED BY TRUSTEE KOZEL THAT THE SPECIAL EVENT CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MELOT, ERICSON, KOZEL
 NAY:
 ABSTAIN:

Shavings

A.	Xylo of OK	\$5,728.80
B.	Kirby Smith	\$222.45

AGENDA ITEM NO.10

DISCUSSION CONSIDERATION & POSSIBLE ACTION
TO RENEW CONTRACT WITH ST ANTHONYS FOR
BUSINESS USAGE SET TO EXPIRE 11/30/2015.

THE MOTION MADE BY TRUSTEE MELOT , SECONDED BY TRUSTEE HAVENS THAT AGENDA ITEM #10 WILL BE TABLED
UNTIL THE DECEMBER MEETING. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MELOT, ERICSON , KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO.11

DISCUSSION CONSIDERATION & POSSIBLE ACTION
FOR APPROVAL TO REMOVE MICHAEL JACKSON
FROM ALL SC&CDA BANK ACCOUNTS ON
DEPOSIT WITH FIRST UNITED, ARVEST BANK,
BANCFIRST, AND FIRST NATIONAL BANK.

THE MOTION MADE BY TRUSTEE MELOT , SECONDED BY TRUSTEE KOZEL THAT AGENDA ITEM #11 WILL BE
APPROVED EFFECTIVE NOVEMBER 30TH . MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MELOT, ERICSON , KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO.12

DISCUSSION CONSIDERATION & POSSIBLE ACTION
FOR APPROVAL TO ADD SIGNORS ON SC&CDA
BANK ACCOUNTS WITH FIRST UNITED, ARVEST
BANK, BANCFIRST, AND FIRST NATIONAL BANK.

THE MOTION MADE BY TRUSTEE MELOT , SECONDED BY TRUSTEE KOZEL THAT TRUSTEE KOZEL, TRUSTEE
GILBERT & TRUSTEE BARRICK BE ADDED TO ALL ACCOUNTS FOR SC&CDA AS SIGNERS EFFECTIVE 11/19/15. MOTION
CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MELOT, ERICSON , KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO.13

DISCUSSION CONSIDERATION & POSSIBLE ACTION
FOR APPROVAL TO ADD SIGNORS ON SC&CDA
BANK ACCOUNT ON DEPOSIT WITH BANCFIRST
SHAVINGS ACCOUNT.

THE MOTION MADE BY TRUSTEE HAVENS , SECONDED BY TRUSTEE KOZEL THAT TRUSTEE GILBERT & TRUSTEE
BARRICK BE ADDED AS SIGNERS FOR SC&CDA ON THE BANCFIRST SHAVINGS ACCOUNT EFFECTIVE 11/19/15. MOTION
CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MELOT, ERICSON , KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO.14

DISCUSSION CONSIDERATION & POSSIBLE ACTION
LIMITING SPENDING AMOUNT FOR SIGNORS ON
SC&CDA SHAVINGS ACCOUNT AT BANCFIRST
(CURRENT AMOUNT IS \$2,500).

THE MOTION MADE BY TRUSTEE MELOT , SECONDED BY TRUSTEE HAVENS THAT THE SPENDING AMOUNT OF
\$2500 STAY THE SAME FOR THE BANCFIRST ACCOUNT . MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MELOT, ERICSON , KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO.15

DISCUSSION CONSIDERATION & POSSIBLE ACTION
TO RE-NEW THE CONTRACT WITH VANN &
ASSOCIATES FOR PR SERVICES & MARKETING
SET TO EXPIRE DECEMBER 31ST 2015. .

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE BARRICK THAT THE CONTRACT WITH VANN &
ASSOCIATES BE SIGNED FOR RE-NEWAL. TRUSTEE GILBERT WILL SIGN AS CHAIRMAN OF THE BOARD. MOTION
CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MELOT, ERICSON, KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO.16

IFYR REPORTS

THINGS ARE IN PLACE FOR THE UPCOMING IFR IN JANUARY HELD IN OKC, OK - IFYR YOUTH DIRECTORS WILL BE
HERE AND EXPERIENCE THAT AS THEY LEARN THEIR DUTIES FOR IFYR IN JULY. SUZANNE GILBERT SPOKE ABOUT THE IFR
MAKING A CHAITABLE DONATION TO OUR IFYR CRISIS FUND AFTER THEIR LADIES LUNCHEON. ALL IFYR DUTIES IN THE
OFFICE ARE ON TARGET.

AGENDA ITEM NO. 17-19

COMMITTEE REPORTS, ADMINISTRATION REPORTS
& OLD BUSINESS

NONE

AGENDA ITEM NO.20

DISCUSSION CONSIDERATION & POSSIBLE ACTION
TO ESTABLISH A COMMITTEE TO HAVE SOME
INPUT ON NEEDED QUALIFICATIONS FOR THE
HIRING PROCESS OF AN OPERATION MANAGER
HERE FOR THE EXPO CENTER .

THE MOTION MADE BY TRUSTEE HAVENS, SECONDED BY TRUSTEE BARRICK THAT TRUSTEE GILBERT, TRUSTEE
MELOT, AND TRUSTEE/CITY MANAGER ERICKSON BE SELECTED TO MAN THE COMMITTEE IN THE HIRING PROCESS FOR A
NEW OPERATIONS MANAGER FOR THE EXPO CENTER. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MELOT, ERICSON, KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO.21

PUBLIC & TRUSTEE COMMENTS

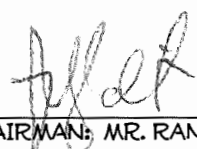
MIKE JACKSON ANNOUNCED HIS RETIREMENT AS OF NOVEMBER 30, 2015. WE EXTEND OUR CONGRATULATIONS AND
COMMEND MIKE FOR HIS 28YEARS OF DEDICATED SERVICE TO THE CITY OF SHAWNEE, AS WELL AS TO THE FACILITY. MIKE
HAS SERVED SINCE 2007 AS OPERATIONS MANAGER AND DEDICATED NUMEROUS HOURS OF HARD WORK TO SEEING THE
EXPO CENTER SUCCEED AND GROW. MIKES DEDICATION WILL BE GREATLY MISSED, BUT WE WISH HIM ALL THE BEST ON HIS
NEW JOURNEY INTO RETIREMENT.

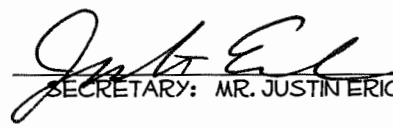
AGENDA ITEM NO.22

ADJOURNMENT

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE BARRICK TO ADJOURN THE MEETING. -
MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MELOT, ERICSON, KOZEL
NAY:
ABSTAIN:



CHAIRMAN: MR. RANDY GILBERT

SECRETARY: MR. JUSTIN ERICSON

Mayor
WES MAINORD



The City of Shawnee
PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 273-1250 Fax (405) 878-1581
www.ShawneeOK.org

Commissioners
LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHEAL DYKSTRA

Minutes
Shawnee Beautification Committee
SEPTEMBER 10, 2015
The Shawnee Beautification Committee met in the EOC Room
The meeting was called to order at 4:00 pm

Roll Call was taken showing the following members present:

		Present	Absent
Member	Janet Turner	_____	__X__
Member	Debi Renegar	__X__	_____
Member	Joe Harbeson	__X__	_____
City Staff	Whisper Peace	__X__	_____
City Staff	Geoff Garner	_____	__X__
City Staff	Justin Debruin	__X__	_____
Mayor	Wes Mainord	_____	__X__
City Staff	Jimmy Longest	__X__	_____
Guest	Lahoma Roberts	__X__	_____

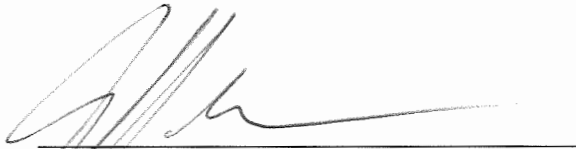
- AGENDA NO 2** **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.
- AGENDA NO 3** **Approved Minutes for JULY 9, 2015.** The minutes for August 2015 were approved with a motion made by Debi Renegar and 2nd by Joe Harbeson. The motion carried unanimously.
- AGENDA NO 4** **Discussion on Homes that are not in compliance with city codes and update form code enforcement on homes that have been visited in the last month that are not in compliance with city code. (Janet Turner)** Agenda Item No 4 was tabled until next meeting.

AGENDA NO 5 **Old Business.** Debi Renegar gave an update on speaking with Outlook magazine about publication of yard of the month. They agreed to make mention of it.

AGENDA NO 7 **New Business.** No New Business.

AGENDA NO 8 **Comments.**

AGENDA NO 9 **Adjournment.** Committee adjourned at 4:55 pm



Chairman,



Date

Regular Board of Commissioners

1. c.

Meeting Date: 01/19/2016

North Airport Lease

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve lease with Raymond Utter for North Airport Property land and facilities.

Attachments

North Airport Lease Memo

North Airport Lease

Mayor
WES MAINORD



The City of Shawnee

16 W. 9th St.
Shawnee, Oklahoma 74801
(405) 878-1605
www.ShawneeOK.org

Commissioners

LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHAEL DYKSTRA

Date: January 18, 2016
To: City Commissioners
From: Keenan English, Assistant Airport Manager
RE: **North Airport property old hangars lease, Raymond Utter**

Nature of Situation: For some time, the Shawnee Economic Development Foundation (SEDF) managed the North Airport property. There are two separate leases for this property. One lease is for the acreage used to cut and bail hay, the other is a lease that allows use of the old hangars that still exist on the property, along with 11 acres mol adjacent to the hangars. Since January 1, 2016, the SEDF has decided to stop managing the property and has handed over management back to the City. Therefore, the City needs to enter into a new contract in order to manage and receive rent revenue from the property. The lease you are voting on is for the hangars plus 11 acres. Raymond Utter has been the long time Lessee of the hangars and wishes to enter into another two year lease with the City.

Staff Analysis, Considerations: Major terms of the lease are as follows:

- Two (2) year lease beginning January 1, 2016 and ending December 31, 2017.
- \$2,400 per year fee.
- Leased premises 11 acres that includes approximately 86,500 sq ft of hangar space.
- Lessee may use the property as a commercial storage facility or as a business incubator.
- Tenant pays for all utilities
- Tenant must hold a comprehensive liability insurance policy including fire coverage having a minimum coverage of \$500,000 of property damage to premises and operations.

Recommendation: City staff recommends agreeing to this lease. The City Attorney has examined the lease as well. Mr. Utter has been a long time Lessee of this property and the staff sees no reason as to stop leasing to him at this time.

Budget Consideration:

This lease would yield \$2,400 of revenue per year for the City

COMMERCIAL LEASE AGREEMENT

This Agreement of Lease made and entered into this 1st day of July by and between the City of Shawnee, Oklahoma, hereinafter referred to as "Lessor," and Raymond Utter hereinafter referred to as "Lessee."

WITNESSETH THAT:

WHEREAS, the City is the owner of the premises known as the City of Shawnee (the "City")

WHEREAS, the City and Lessee are mutually desirous of entering into a Lease for the use and occupancy of certain areas at the North Airport Property

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained, the City does hereby grant to the Lessee the right to use and occupy the area of the North Airport Property described in Article 2 hereof, during the term hereof, (hereinafter referred to as the "Leased Premises"), for the term and pursuant to the conditions hereinafter set forth.

ARTICLE 1 - TERM

- 1.1 The term of this lease shall be for two (2) year period commencing on January 1, 2016 and terminating on December 31st, 2017.

ARTICLE 2 - LEASE PREMISES

- 2.1 The Leased Premises shown on Exhibit A, attached hereto and made a part hereof consist of:

2.1.1 Unimproved real property consisting of existing old hangars and approximately Eleven (11) acres of adjoining property on the North Airport Property as fully shown on Exhibit A.

ARTICLE 3 - USE OF LEASED PREMISES

- 3.1 The Lessee shall occupy and use the Leased Premises for the following purposes and for no other purpose whatsoever:

3.1.1 Lessee hereby agrees to use and possess the Leased Premises as a commercial storage facility, for agricultural purposes, or as a business incubator. No other person shall occupy said property except as employees and customers or guests of Lessee without the prior

written consent of the Lessor. All licenses and permits necessary to use, operate, and improve the Leased Premises shall be obtained by Lessee at its sole cost and expense.

ARTICLE 4 - RENTAL

- 4.1 Lessee agrees to pay to the City as rental for use of the premises and the privileges herein granted the sum of \$2,400 per year.
- 4.2 Lessee shall pay one-twelfth (1/12) of the annual rent in advance on or before the first day of each month during the term or any renewal of this lease. Provided, however, that if any monthly rental payment is not paid on or before the tenth day following the first day of each month, such payment shall bear interest at 10% per annum.
- 4.3.1 The monthly rent shall be payable at the office of the City Clerk or such other locations as may from time to time be directed in writing by the City.

ARTICLE 5 - ACCEPTANCE, CARE MAINTENANCE, IMPROVEMENTS AND REPAIR

- 5.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises and the improvements thereon "as is" in its present condition, and subject to all ordinances of the City, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the City shall not be required to maintain nor to make any improvements, repairs or restorations upon or to the Leased Premises or to any of the improvements presently located thereon. City shall never have any obligation to repair, maintain or restore, during the term of this lease, any improvements placed upon the Leased Premises by Lessee, its successors and assigns.
- 5.2 Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Leased Premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise.
 - 5.2.1 Keep at all times, in a mowed, clean, and orderly condition and appearance, the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.
 - 5.2.3 Repair any damage caused by Lessee to paving or other surface of the Leased Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.
 - 5.2.5 Lessee shall pay for all utility charges relating to its stated use and occupancy

of the Leased Premises.

- 5.3 In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) days after written notice from the City to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance, (b) or within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventative maintenance only; (c) or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under the Agreement; then, the City may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Agreement or any interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the City by Lessee on demand. Provided, however, if in the opinion of the City, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City, and the City so states same in its notice to Lessee, the City may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the City the cost and expense of such performance on demand. Furthermore, should the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result thereof except for claims for damages arising from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement, and shall not impose or be construed to impose upon the City any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.
- 5.4 Plans and specifications for all major repairs, constructions, alterations, modifications, additions or replacements (hereinafter referred to as "improvements"), including, without limitation to new facilities to be constructed by the Lessee pursuant to Section 5.5 below, undertaken by the Lessee shall be submitted to and receive the written approval of the City, and no such work shall be commenced until such written approvals are obtained from the City, which approval shall not be unreasonably withheld or delayed. City shall advise Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed improvements in sufficient detail to make a proper review thereof, or its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefore.
- 5.5 If Lessee makes any improvements without City approval, then, upon notice to do so, Lessee shall remove the same or at the option of City, cause the same to be changed to the satisfaction of City. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, City may effect the removal or change and Lessee shall pay the cost thereof to the City. Lessee

expressly agrees in the making of all improvements that, except with the written consent of City, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by City to all persons that no lien attaches to any such improvements.

- 5.6 Upon the completion of construction or installation, the complete and unencumbered title to all improvements located on the Leased Premises shall immediately vest in City free and clear of all claims on the part of the Lessee on account of any repair or improvement work done or to be done under the terms hereof by Lessee. This vesting of title in the City at the time specified is a part of the consideration for this lease. The City shall not be liable to Lessee or Lessee's contractors or sub lessees for the value of any improvements constructed or located on the Leased Premises.

ARTICLE 6 - ADDITIONAL OBLIGATIONS OF LESSEE

- 6.1 Lessee shall take all reasonable measures:

6.1.1 Not to produce any disturbance that interferes with the operation by the City

6.1.2 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from City concerning the conduct, demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.

6.1.3 Lessee shall comply with all health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and the improvements thereon.

6.1.4 Lessee shall comply with all written instructions of the City in disposing of its trash and refuse at Lessee's expense, and shall use a system of refuse disposal approved by the City. The manner of handling and disposing of trash, garbage and other refuse and the frequency of removal thereof from the Leased Premises shall at all times be subject to the rules, regulations and approval of City.

6.1.5 Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste or injury on the Leased Premises.

6.1.6 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, and fire hydrants and hoses, if any, installed or located on the Leased Premises.

6.1.7 Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises which may constitute a hazardous condition so as to increase the risks permitted by the Agreement.

ARTICLE 7 - INGRESS AND EGRESS

- 7.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways, to be used in common with others having rights of passage thereon.
- 7.2 The City may, at any time, temporarily or permanently, close or consent to or request the closing of, any such roadway and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee and the public.

ARTICLE 8 - LIABILITIES AND INDEMNITIES

- 8.1 City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or as a result of any operations works, acts or omissions performed on the Leased Premises, by Lessee, its sub lessees or tenants, or their guest or invitees.
- 8.2 Lessee agrees to indemnify, save and hold harmless, the City, (its officers, agents, servants and employees) of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including City personnel and City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sub lessees or tenants. Provided, however, that upon the filing with the City by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the City harmless, the City shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the City. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.
- 8.3 In addition to Lessee's undertaking, as stated in this Article, and as a means of further protecting the City, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect Public Liability Insurance coverage as set forth in Schedule A attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractors doing work on the Leased

Premises, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insured.

8.3.1 The City reserves the right to increase the minimum liability insurance set forth in Schedule A when in the City's opinion the risks attendant to Lessee's operations hereunder have increased.

- 8.4 The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this Agreement. The Lessee agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.

ARTICLE 9 - RULES AND REGULATIONS

- 9.1 Lessee agrees to observe and obey any and all rules and regulations and all other Federal, State and municipal rules, regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. City reserves the right to deny access to the Leased Premises and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws.

ARTICLE 10 - ASSIGNMENT AND SUBLEASE

- 10.1 Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the City.
- 10.2 Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of the City, shall entitle the City at its option to forthwith cancel this Agreement.
- 10.3 Any assignment of this Agreement approved and ratified by the City shall be on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Agreement, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.
- 10.4 Subject to all of the terms and provisions hereof, Lessee may, with the prior written consent of the City, sublet a portion or portions of the Leased Premises to a person,

partnership, firm or corporation engaged in a business that is in the opinion of the City compatible with Lessee's authorized business

- 10.5 No consent by the City to subleasing by Lessee of portions of the Leased Premises shall in any way relieve Lessee of any of its obligations to the City set forth or arising from this lease and a termination of Lessee's rights hereunder shall ipso facto terminate all subleases.
- 10.6 If the Lessee assigns, sells, conveys, transfers, mortgages, or pledges this agreement or sublets any portion of the Leased Premises in violation of the foregoing provisions of this Article, or if the Leased Premises are occupied by anyone other than the Lessee, City may collect from any assignee, sub lessee or anyone who claims a right to this Agreement or who occupies the Leased Premises any charges or fees payable by it and may apply the net amount collected to the rents herein reserved; and no such collection shall be deemed a waiver by City of the agreements contained in this Article nor of acceptance by City of any assignee, claimant or occupant, nor as a release of the Lessee by City from the further performance by the Lessee of the agreements contained herein.

ARTICLE 11 - NON-DISCRIMINATION

- 11.1 The Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises in compliance with the Civil Rights Act of 1964, and as amended.
- 11.2 In this connection, the City reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by City to cease and desist, will constitute a material breach of this Agreement and will entitle the City, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.
- 11.3 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant.
- 11.4 The Lessee shall indemnify and hold harmless City from any claims and demands of

third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse City for any loss or expense incurred by reason of such noncompliance.

ARTICLE 12 - GOVERNMENTAL REQUIREMENTS

- 12.1 The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat.
- 12.2 The Lessee shall pay all taxes, licenses, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder or on the gross receipts or income to Lessee there from, and shall make all applications, reports and returns required in connection therewith.
- 12.3 Lessee shall have the right, at its cost and expense, to undertake appropriate action to exempt all or any part of the Leased Premises from real estate taxes imposed upon the Leased Premises, or to secure a reduction in real estate taxes as assessed. Any such real estate taxes shall be apportioned as of the dates of commencement and termination of the lease. If any real estate taxes as may be assessed against the Leased Premises are reduced or eliminated, Lessee shall be entitled to full benefit thereof, including any refund payable to Lessee resulting there from.

ARTICLE 13 - RIGHTS OF ENTRY RESERVED

- 13.1 The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided, such action by the City, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.
- 13.2 Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the City, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Leased Premises otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair alteration or new construction, the City, shall not unreasonably interfere with the actual use and occupancy of the Leased

Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the City shall not impose or be construed to impose upon the City any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.

- 13.3 In the event that any personal property of Lessee shall obstruct the access of the City, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from City or said utility company to do so, the City or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result there from, except for claims for damages arising from the City's sole negligence.
- 13.4 At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.
- 13.5 Exercise of any or all of the foregoing rights, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

ARTICLE 14 - ADDITIONAL RENTS AND CHARGES

- 14.1 Except as provided in Section 5.3 (b), in the event Lessee fails within thirty (30) days after receipt of written notice from City to perform or commence to perform any obligation required herein to be performed by Lessee, City may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the City upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of the City, and City so states in its notice to Lessee, the City may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.

- 14.2 If the City elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as a result of such failure neglect or refusal of Lessee, including interest, not to exceed ten percent (10%) per annum, together with all costs, damages and penalties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

ARTICLE 15 - DEFAULT

- 15.1 In the event Lessee breaches any term or provision of this Lease, including the obligation to pay rent as and when due, the City shall have the right to terminate this lease upon giving Lessee ten (10) days notice to cure such default (except as otherwise provided in Section 5.3 above). If Lessee shall not have cured its default within said ten (10) day period to the satisfaction of the City, then the City may declare this Lease and Lessee's right of occupancy to be terminated, and Lessee shall at once quit the Premises, taking only such personality or fixtures as the City may authorize to be removed. The foregoing rights and remedies given to City are and shall be deemed to be cumulative and shall be deemed to be given to City in addition to any other and further rights granted to City herein or by law. The failure by the City at any time to exercise any right or remedy hereby given to it shall not be deemed to operate as a waiver by it of its right to exercise such rights or remedies at any other or future time.

ARTICLE 16 - TERMINATION BY LESSEE

- 16.1 In addition to any other right of cancellation herein given to Lessee, or any other rights to which it may be entitled by law, equity or otherwise, as long as Lessee is not in default in payment to City of any amounts due City under this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder, by giving City thirty (30) days' advance written notice upon or after the happening of the following events:

ARTICLE 17 - SURRENDER AND RIGHT OF RE-ENTRY

- 17.1 Upon the cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the City in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and

usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the City. Upon such cancellation or termination, the City may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at City's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination, and for which period Lessee will pay to the City current lease rentals), or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due the City, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided, further, that Lessee repairs all damages that might be occasioned by such removal, and restores the building and site to the condition above required.

ARTICLE 18 - SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

18.1 In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in Article 16 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to City to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. City may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.

18.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations shall be the sum of the following:

18.2.1 the amount of the total of all installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month;

18.2.2 An amount equal to all expenses incurred by City in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance and brokerage fees.

ARTICLE 19 - USE SUBSEQUENT TO CANCELLATION OR
TERMINATION

- 19.1 The City, upon termination or cancellation pursuant to Article 16 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.
- 19.2 City shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.
- 19.3 In the event either of use by others or of any actual use and occupancy by City, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same if originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as City may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by City in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of City hereunder. City will use its best efforts to minimize damages to Lessee under this Article.

ARTICLE 20 - HOLDING OVER

- 20.1 No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever; but Lessee will by such holding over become the tenant at will of City and after written notice by City to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.
- 20.2 Any holding over by Lessee beyond the thirty (30) day period permitted for removal of fixtures without the written consent of the City shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the lease.
- 20.3 All insurance coverage that Lessee is required under the provisions hereof to maintain

in effect shall continue in effect for so long as Lessee, or any of Lessee's sub lessees or tenants occupy the Leased Premises or any part thereof.

ARTICLE 21 - INVALID PROVISIONS

- 21.1 The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

ARTICLE 22 - MISCELLANEOUS PROVISIONS

Remedies to be Nonexclusive.

- 22.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Non-Waiver of Rights.

- 22.2 The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.

Force Majeure.

- 22.3 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

Non-Liability of Individuals.

- 22.4 No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of an supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

Quiet Enjoyment.

- 22.5 The City covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively to it during the term hereof unless sooner canceled as provided in this Agreement.

General Provisions.

- 22.6 Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.
- 22.7 This Agreement shall be performable and enforceable in Shawnee, Oklahoma and shall be construed in accordance with the laws of the State of Oklahoma.
- 22.8 This Agreement is made for the sole and exclusive benefit of the City and Lessee, their successors and assigns, and is not made for the benefit of any third party.
- 22.9 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 22.10 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.
- 22.11 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 22.12 Nothing herein contained shall create or be construed to creating a co-partnership between the City and the Lessee or to constitute the Lessee an agent of the City. The City and the Lessee each expressly disclaim the existence of such a relationship between them.

ARTICLE 23 - SUBORDINATION CLAUSES

- 22.1 This Agreement is subject and subordinate to the following:

27.1.1 City reserves the right to develop and improve the Leased Premises as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.

ARTICLE 24 - ENTIRE AGREEMENT

- 24.1 The Agreement consists of Articles 1 to 28, inclusive, and Schedule A.
- 24.2 It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee. The parties agree that no representations or warranties shall be binding upon the City or the Lessee unless expressed in writing in this Agreement of Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

LESSOR:
THE CITY OF SHAWNEE
OKLAHOMA
A Municipal Corporation

By: _____
JUSTIN ERICKSON
CITY MANAGER

By: _____
MARY ANN KARNS
CITY ATTORNEY

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

LESSEE:

RAYMOND UTTER
131 North Bell Street
Shawnee, OK 74801

ATTEST:

SCHEDULE "A"

INSURANCE COVERAGE

The Lessee, at Lessee's expense, shall obtain and maintain in continuous effect during the term of this Lease Agreement, insurance policies issued by an insurance carrier licensed to do business in the State of Oklahoma, providing for:

1. Comprehensive General Liability - having a minimum coverage of \$500,000 of property damage to premises and operations.
2. Fire coverage

The Lessee shall provide the City with a Certificate of Insurance indicating proof of the foregoing coverage. Such certificate shall provide that the carrier issuing the certificate shall notify the City within ten (10) days in advance of any cancellation or significant change in the terms or coverage of such insurance policies.

The failure of the Lessee to obtain and maintain such insurance coverage shall not relieve the Lessee from any liability arising from this Lease Agreement nor shall any such liability be limited to the liability insurance coverage provided for herein.

Regular Board of Commissioners

1. d.

Meeting Date: 01/19/2016

Budget Schedule

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Preliminary 2016-2017 Budget Schedule.

Attachments

Budget Schedule



PRELIMINARY
2016-2017 BUDGET SCHEDULE *

Feb 1	Finance Director get budgets to Department Heads
Feb 15-Feb 28	Department heads submit all operating and capital requests for all funds to the Finance Director
March 1-March 15	Finance Director Review's capital budget and O & E with Department Heads
March 14	Department Heads meet as a group to discuss budget
March 28	Department Heads meet as a group to discuss budget
April 1-April 30	Initial draft/discussion and budget review by commissioners (Will hold meetings with Commissioners and City Manager)
May 2	Present budget at regular commission meeting
May 26	Budget Summary and Notice of Hearing in newspaper (Publication must be not less than 5 days before hearing)
June 6	Budget Public Hearing and City commission adopts budget by resolution (Must be adopted at least 7 days prior to beginning of budget year)
June 29	File final budget with State Auditor and Inspector (Budget must be filed within 30 days of beginning of budget year)

*Subject to change

Regular Board of Commissioners

1. e.

Meeting Date: 01/19/2016

Lake Lease Transfer

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFERS

- Lot 10 Coffman Tract, 15201 Perry Rd.
From: David Griffin and Jeremy Higdon
To: Jeremy and Sage Higdon
-

Attachments

Lake Transfer Higdon



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

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

Date	01/11/2016	License No. #028460
Type	☐ Renewal ☒ Transfer <i>FAMILY TRANSFER</i>	
Commission Meeting Date	January 19 th , 2016	
Property Address	15201 Perry Rd.	
Lake Site Location	Lot 10 Coffman Tract	
Lease Dates	01/19/2016 – 01/19/2046	
Lease Fee (changes annually)	\$676.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	Jeremy & Sage Higdon	
Address	15201 Perry Rd. Shawnee, OK 74801	
Phone	405-919-5278	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	David Griffin & Jeremy Higdon	
Address	4271 Burnside Rd. Davis, OK 73030	
Phone	405-620-2191	
Inspection Information		
Inspection Required	☐ Yes ☒ No (Due: 11/21/2017)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	11/21/2012	
Misc. Comments	 Total Charges Paid: \$676.00	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 028460**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of January 6, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

JEREMY HIGDON
of 4723 BURNSIDE DR DAVIS OK 73030 ,
SAGE HIGDON
of 15201 PERRY RD SHAWNEE OK 74801,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 676.00 dollars for 2017, 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:

**15201 PERRY RD
LOT 10 COFFMAN 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 many 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. f.**

Meeting Date: 01/19/2016

Mayors Appts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments

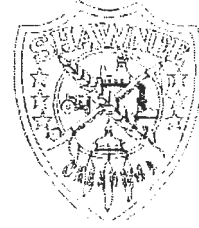
Shawnee Housing Authority

Harvey Valentine 1st Full Term Expires 02/14/2019

Replaces Lauri Fluke - Termed Out

AttachmentsValentine SHA Application

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>HARVEY VALENTINE</u>	Application Date: <u>12 JAN 16</u>
Address: <u>13 TIFFANY LANE, SHAWNEE, 74801</u>	
Mailing Address: <u>SAME</u>	
Daytime Phone: <u>(405) 878-6006</u>	Fax: _____ Email: <u>HARVEYVALENTINE@SBCGLOBAL.NET</u>
Profession: <u>RESTAURANT</u>	
Business Name: <u>VANS</u>	
Business Address: <u>717 E HIGHWAY</u>	
Business Phone: <u>(405) 273-8704</u>	Fax: _____ Email: <u>HARVEY@VANS.COM</u>

Do you live within the City Limits of the City of Shawnee? Yes or No (please circle)

Do you currently serve on a City board or committee? Yes or No (please circle)

How many years have you lived in Shawnee? 33

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board	☐ Library Board
☐ Beautification Committee	☐ Oklahoma Baptist University Trust Authority
☐ Board of Adjustment (Zoning)	☐ Planning Commission
☐ Cable TV Advisory Committee	☐ Regional Park Oversight Committee
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contracts Review Committee	☐ Shawnee Urban Renewal Authority
☐ Economic Development Foundation, Inc. Board of Trustees	☐ Tourism Advisory Committee
☒ Housing Authority	☐ Traffic Commission
	☐ Building Code Board of Appeals
	☐ Other:

Why are you interested in serving on the Board/Committee/Commission selected above?

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

TRIC BOARD MEMBER

What civic or volunteer activities (if any) are you currently involved in?

SOUTH CENTRAL INDUSTRIES

List education, including degree(s) earned:

4 YEARS @ CENTRAL STATE

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

SHAWNEE HOUSING AUTHORITY

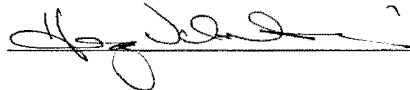
Please include up to three personal or professional references:

Name	Relationship	Phone Number
<u>JEV VANDIGIFT</u>	<u>WIFE</u>	<u>788 6881</u>

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature  Date 16 JAN 16

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
878-1605 (phone)
878-1581 (fax)
llasyone@ShawneeOK.org

Harvey Valentine
13 Tiffany Lane, Shawnee, Oklahoma 74801
Home (405) 275-5927
Cell (405) 878-6006
harveyvalentine@sbcglobal.net

Skills

- ◆ Windows, Excel, Lotus, Word, Quick Books, Sage (Payroll).
- ◆ Human Resource: All aspects of intelligent hiring and tactful termination.
- ◆ Exemplary communication skills.
- ◆ General contractor for new construction of a home and three restaurants.

Accomplishments

- ◆ Past Louisiana Restaurant Association board member.
- ◆ Commissioner and Chair of the Shawnee Housing Authority for six years.
- ◆ Current President of South Central Industries Board of Directors.
- ◆ Past Tourism Advisory Committee Chairman for the Shawnee Chamber of Commerce.
- ◆ Past election board inspector of the 26th precinct in Bethel Oklahoma.
- ◆ 1985 graduate of Leadership Shawnee.

Experience

- | | |
|--|--|
| ◆ October, 2011 to present, Van's Pig Stands | GM, payroll and maintenance |
| ◆ March through June, 2011
Bosco Joes BBQ, Seminole Oklahoma | Administrative and work place consultant |
| ◆ July 16, 1986 to January 15, 2007
Amigo's Mexican Restaurant | Owner – operator |
| ◆ August 20, 1983 to July 15, 1986
Crockett's Smokehouse of Shawnee | Owner – operator |
| ◆ August 15, 1978 to July 22, 1983
Pizza Planet of Shreveport, two locations. | Owner – operator |
| ◆ September 8, 1967 to June 12, 1978
Pizza Planet of Edmond | General Manager |

Education

June 1969 to 1974, Central State College/University
Business Management Major with a Minor in Psychology No degree

Military

- ◆ September 8, 1969 to June 2, 1976 Oklahoma Air National Guard
Technical Sergeant and NCOIC of the telephone switching Section of 219th GEIA Squadron. Honorable discharge.

Regular Board of Commissioners

1. g.

Meeting Date: 01/19/2016

Accept Shawnee Milling Utility Easement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of Utility Easement from Shawnee Milling Company.

Attachments

Utility Easement

Return to:
City of Shawnee, Oklahoma
Attn.: City Attorney
16 W. 9th St.
Shawnee, OK 74801

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Shawnee Milling Company, an Oklahoma corporation, ("Grantor"), for and in consideration of the sum of Ten Dollars, the receipt of which is hereby acknowledged, and other good and valuable consideration in hand paid, do hereby grant unto the City of Shawnee, Oklahoma, a municipal corporation, 16 W 9th St., Shawnee, Oklahoma 74801 ("City of Shawnee"), its successors and assigns, the right, privilege and authority to enter upon and construct, install, erect, operate and maintain underground utilities for the transmission of all utility services, including the right of ingress and egress to and from said across adjoining lands of Grantor, upon and across the following real property and premises, situated in Pottawatomie County, State of Oklahoma, to-wit:

See "Utility Easement" attached as Exhibit "A".

To have and to hold the same perpetually unto the City of Shawnee, together with the right and privilege at all times to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, and maintaining said utility easement provided, however, that the grant herein is upon the express condition that the City of Shawnee, shall at all times, following any work in connection with the construction, reconstruction or repair of the utilities, restore the Grantor's property within which this easement tract is located to the condition in which the same existed before such work was undertaken; and provided further, however, that should the City of Shawnee, ever abandon the utilities or the drainage easement, the easement rights herein granted shall revert to the Grantor, its successors and assigns.

Provided, Grantor shall retain the right to construct a bridge over the easement with a clearance of at least eighteen (18) feet in height and of such a width that the City of Shawnee may utilize the easement and a vehicle may pass underneath said bridge. Otherwise, Grantor, further covenants and agrees that no building or other structure shall ever be erected over the above described easement. It is expressly understood and agreed that the City of Shawnee may move utility services already on site to a location in the above referenced easement.

The rights and privileges above granted are to continue so long as same are used or needed for the utility purposes, but should the City of Shawnee remove its utilities from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Return to:
City of Shawnee, Oklahoma
Attn.: City Attorney
16 W. 9th St.
Shawnee, OK 74801

Signed and delivered this _____ day of _____, 201____.

SIGNED:

Joseph Ford, Vice-President
Shawnee Milling Company,
An Oklahoma corporation

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Subscribed and sworn to before me this ____ day of _____, 201____, by
Joseph Ford, Vice-President of Shawnee Milling Company, an Oklahoma corporation.

NOTARY PUBLIC

SIGNED:

Name,

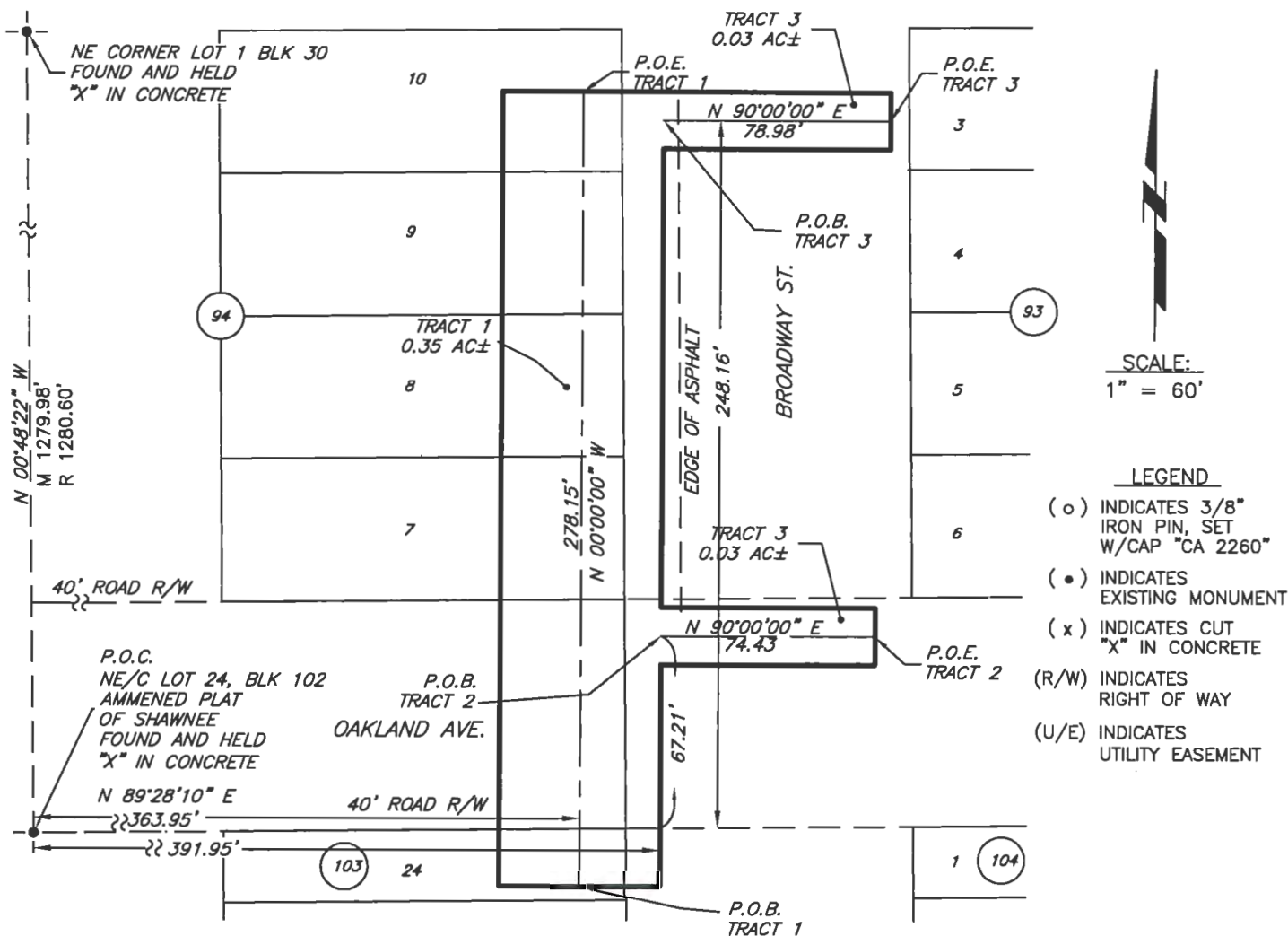
Title
City of Shawnee, Oklahoma,
a municipal corporation

[illegible]

Subscribed and sworn to before me this ____ day of _____, 201____, by _____ (name) and _____ (title), of the City of Shawnee, Oklahoma, a municipal corporation.

NOTARY PUBLIC

UTILITY EASEMENT



CERTIFICATE OF SURVEY:

DATE OF SURVEY DECEMBER 12, 2015

I, BILLY GENE KNIGHT, LICENSED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY AS OF THE DATE SET FORTH ABOVE, THAT A CAREFUL SURVEY OF A TRACT OF LAND AS DESCRIBED BELOW WAS PREPARED UNDER MY DIRECT SUPERVISION, AND THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

TRACT 1

A FIFTY SIX FOOT (56') WIDE UTILITY EASEMENT LOCATED BETWEEN BLOCKS ONE HUNDRED THREE (103) AND NINETY-FOUR (94) LOCATED IN THE AMENDED PLAT OF SHAWNEE OKLAHOMA TERRITORY IN THE SOUTHWEST QUARTER (SW/4) OF SECTION NINETEEN (19), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN BASE MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED BY BILLY GENE KNIGHT, LS #1244 ON JANUARY 12, 2016, AN BEING TWENTY-EIGHT (28) FEET EACH SIDE OF THE CENTER LINE DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER (NE/C) OF LOT TWENTY-FOUR (24), BLOCK ONE HUNDRED-TWO (102) OF SAID PLAT; THENCE N89°28'10"E FOR A DISTANCE OF 363.95 FEET AND 20 FEET S0°0'0"E TO THE POINT OF BEGINNING (P.O.B.); THENCE N00°00'00"W FOR A DISTANCE OF 278.15 FEET TO THE POINT OF ENDING (P.O.E.). CONTAINING 0.35 ACRES, MORE OR LESS.

TRACT 2

A TWENTY FOOT (20') WIDE UTILITY EASEMENT LOCATED IN THE AMENDED PLAT OF SHAWNEE OKLAHOMA TERRITORY IN THE SOUTHWEST QUARTER (SW/4) OF SECTION NINETEEN (19), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN BASE MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED BY BILLY GENE KNIGHT, LS #1244 ON JANUARY 12, 2016, AN BEING TEN (10) FEET EACH SIDE OF THE CENTER LINE DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER (NE/C) OF LOT TWENTY-FOUR (24), BLOCK ONE HUNDRED-TWO (102) OF SAID PLAT; THENCE N89°28'10"E FOR A DISTANCE OF 391.95 FEET; THENCE N00°00'00"W FOR A DISTANCE OF 67.21 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"E FOR A DISTANCE OF 74.43 FEET TO THE POINT OF ENDING. CONTAINING 0.03 ACRES, MORE OR LESS.

AND

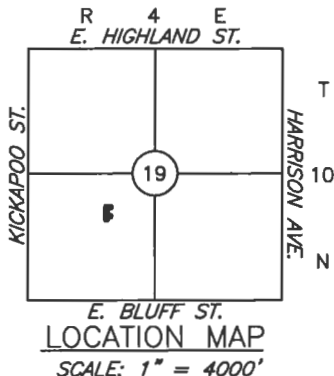
TRACT 3

A TWENTY FOOT (20') WIDE UTILITY EASEMENT LOCATED IN THE AMENDED PLAT OF SHAWNEE OKLAHOMA TERRITORY IN THE SOUTHWEST QUARTER (SW/4) OF SECTION NINETEEN (19), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN BASE MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED BY BILLY GENE KNIGHT, LS #1244 ON JANUARY 12, 2016, AN BEING TEN (10) FEET EACH SIDE OF THE CENTER LINE DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER (NE/C) OF LOT TWENTY-FOUR (24), BLOCK ONE HUNDRED-TWO (102) OF SAID PLAT; THENCE N89°28'10"E FOR A DISTANCE OF 391.95 FEET; THENCE N00°00'00"W FOR A DISTANCE OF 248.16 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"E FOR A DISTANCE OF 78.98 FEET TO THE POINT OF ENDING. CONTAINING 0.03 ACRES, MORE OR LESS.

SAID DESCRIBED TRACTS USE THE OKLAHOMA SOUTH STATE PLANE COORDINATE SYSTEM BASIS OF BEARING OF N89°28'10"E ALONG THE SOUTH RIGHT-OF-WAY (R/W) LINE OF OAKLAND AVENUE OF SAID PLAT.

GENERAL NOTES:

A TITLE COMMITMENT, INDICATING APPLICABLE EASEMENTS, HAS NOT BEEN PROVIDED. THEREFORE ALL EASEMENTS MAY NOT BE SHOWN HEREON.



IF THE SURVEYOR'S SEAL IMPRESSION IS NOT RED COLORED, THE PLAT IS A COPY.

Billy Gene Knight, P.L.S. #1244

Date

LANDES ENGINEERING L.L.C. & ASSOCIATES
www.landesengineering.net
903 EAST 35TH STREET, SHAWNEE, OK. 74804
405-275-5388 CA #2260 EXP. 6-30-17

SHAWNEE MILLING COMPANY
SHAWNEE, OKLAHOMA

DRAWN BY: RD CHECKED BK

DRAWING NUMBER:

ENG 902-15

DATE DRAFTED: 01-12-2016

DATE OF LAST SITE VISIT: 01-07-2016

REVISED:

EXHIBIT "A"

Regular Board of Commissioners

1. h.

Meeting Date: 01/19/2016

Accept Shawnee Milling Utility Easement Release

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of Utility Easement Release from Shawnee Milling Company.

Attachments

Utility Easement Release

Return to:
Shawnee Milling Company
201 S. Broadway
Shawnee, OK 74801

RELEASE OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Shawnee Milling Company, an Oklahoma corporation ("SMC"), and the City of Shawnee, Oklahoma, a municipal corporation (the "City of Shawnee"), do hereby release and forever discharge the following described portions of the following described Easement.

The Original and Amended Plats to the City of Shawnee, Pottawatomie County, Oklahoma, contain easements of record and by statutory authority. The following portion of these plats was vacated by Court Order in Pott. Cty. Case No. CV-2014-159, recorded on January 26, 2015, at Pottawatomie County Inst. No. 2015-892

All that part of Broadway Street from the South line of 7th Street extending South to the North line of Farrell Street, in the Original and Amended Plats to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plats thereof.

However, the Court Order did not vacate or release the utility easements attendant to this portion of the Plats. Therefore, the undersigned parties do hereby release and forever discharge the following described portion of the Easements:

All easements attendant to all that part of Broadway Street from a northern boundary line described as commencing at the Northeast Corner (NE/c) of Lot Twenty-Four (24), Block One Hundred Two (102) of in the Original and Amended Plats to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plats thereof, thence N89°28'10"E for a distance of 363.95 feet; thence N00°00'00"W for a distance of 257.99 feet to the point of beginning, thence N90°00'00"E to the eastern edge of Broadway Street to the point of ending to a southern boundary line described as commencing at the Northeast Corner (NE/c) of Lot Twenty-Four (24), Block One Hundred Two (102) of in the Original and Amended Plats to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plats thereof, thence N89°28'10"E for a distance of 363.95 feet; thence N00°00'00"W for a distance of 57.21 feet to the point of beginning, thence N90°00'00"E to the eastern edge of Broadway Street to the point of ending.

The City of Shawnee does hereby release and forever discharge the above-described portions of the above-referenced Easements. Shawnee Milling Company does hereby release and forever discharge the above-described portions of the above-referenced Easements.

Return to:
Shawnee Milling Company
201 S. Broadway
Shawnee, OK 74801

Dated this _____ day of _____, 2016.

SIGNED:

Name

Title
City of Shawnee, Oklahoma,
a municipal corporation

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Subscribed and sworn to before me this _____ day of _____, 2016, by
_____ (name) and _____ (title), of the City of Shawnee, Oklahoma, a
municipal corporation.

NOTARY PUBLIC

Return to:
Shawnee Milling Company
201 S. Broadway
Shawnee, OK 74801

SIGNED:

Joseph Ford, Vice-President
Shawnee Milling Company,
An Oklahoma corporation

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Subscribed and sworn to before me this ____ day of _____, 2016, by Joseph Ford, Vice-President of Shawnee Milling Company, an Oklahoma corporation.

NOTARY PUBLIC

Regular Board of Commissioners

3.

Meeting Date: 01/19/2016

EOM

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by City Manager to Employee of the Month, Keipher Hotella, Fire Department.

Attachments

No file(s) attached.

Regular Board of Commissioners

4.

Meeting Date: 01/19/2016

Gibson Resolution

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution of appreciation to Greg Gibson for over 30 years of service to the City of Shawnee and presentation to Greg Gibson.

Attachments

Gibson Resolution

RESOLUTION NO. 6504

A RESOLUTION EXPRESSING APPRECIATION TO GREG GIBSON FOR OVER 30 YEARS OF LOYAL SERVICE TO THE CITY OF SHAWNEE, OKLAHOMA; DIRECTING THAT SAID RESOLUTION BE INCLUDED IN THE OFFICIAL RECORDS OF THE CITY OF SHAWNEE, OKLAHOMA; AND AUTHORIZING A COPY BE PRESENTED TO GREG GIBSON.

WHEREAS, September 30, 1985, was a significant day in the City of Shawnee, for the reason that Greg Gibson commenced his employment with the City as a Shawnee Police Officer. During his career, Greg achieved the rank of Police Officer II in the Criminal Investigative Department in 1991, Corporal in 2000 and Sergeant in 2009. Greg Gibson has elected to retire effective January 29, 2016.

WHEREAS, Greg Gibson has demonstrated his ability to meet the challenges given him with dedication and loyalty throughout the years; and

WHEREAS, it is both fitting and proper for the City of Shawnee to recognize Greg Gibson for his many contributions to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA that they hereby express to Greg Gibson their appreciation for his many years of service to the City and its inhabitants.

BE IT FURTHER RESOLVED that this resolution be included in the official records of the City of Shawnee, Oklahoma and that a copy hereof be presented to Greg with best wishes for many future years of happiness.

PASSED AND APPROVED THIS 19th day of January, 2016

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

5.

Meeting Date: 01/19/2016

Leathers Resolution

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution of appreciation to John Leathers for over 25 years of service to the City of Shawnee and presentation to John Leathers.

Attachments

Leathers Resolution

RESOLUTION NO. 6505

A RESOLUTION EXPRESSING APPRECIATION TO JOHN LEATHERS FOR OVER 25 YEARS OF LOYAL SERVICE TO THE CITY OF SHAWNEE, OKLAHOMA; DIRECTING THAT SAID RESOLUTION BE INCLUDED IN THE OFFICIAL RECORDS OF THE CITY OF SHAWNEE, OKLAHOMA; AND AUTHORIZING A COPY BE PRESENTED TO JOHN LEATHERS.

WHEREAS, June 11, 1990, was a significant day in the City of Shawnee, for the reason that John Leathers commenced his employment with the City as a Shawnee Police Officer. During his career, John achieved the rank of Police Officer II in 1995 and Corporal in 2000. John Leathers has elected to retire effective January 29, 2016.

WHEREAS, John Leathers has demonstrated his ability to meet the challenges given him with dedication and loyalty throughout the years; and

WHEREAS, it is both fitting and proper for the City of Shawnee to recognize John Leathers for his many contributions to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA that they hereby express to John Leathers their appreciation for his many years of service to the City and its inhabitants.

BE IT FURTHER RESOLVED that this resolution be included in the official records of the City of Shawnee, Oklahoma and that a copy hereof be presented to John with best wishes for many future years of happiness.

PASSED AND APPROVED THIS 19th day of January, 2016

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

6.

Meeting Date: 01/19/2016

King Resolution

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution of appreciation to Ken King for over 25 years of service to the City of Shawnee and presentation to Ken King.

Attachments

King Resolution

RESOLUTION NO. 6506

A RESOLUTION EXPRESSING APPRECIATION TO KEN KING FOR OVER 25 YEARS OF LOYAL SERVICE TO THE CITY OF SHAWNEE, OKLAHOMA; DIRECTING THAT SAID RESOLUTION BE INCLUDED IN THE OFFICIAL RECORDS OF THE CITY OF SHAWNEE, OKLAHOMA; AND AUTHORIZING A COPY BE PRESENTED TO KEN KING.

WHEREAS, October 8, 1990, was a significant day in the City of Shawnee, for the reason that Ken King commenced his employment with the City as a Shawnee Police Officer. During his career, Ken achieved the rank of Police Officer II in 1995, Corporal in 2000, Sergeant in 2006 and Lieutenant in 2009. Ken King has elected to retire effective January 31, 2016.

WHEREAS, Ken King has demonstrated his ability to meet the challenges given him with dedication and loyalty throughout the years; and

WHEREAS, it is both fitting and proper for the City of Shawnee to recognize Ken King for his many contributions to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA that they hereby express to Ken King their appreciation for his many years of service to the City and its inhabitants.

BE IT FURTHER RESOLVED that this resolution be included in the official records of the City of Shawnee, Oklahoma and that a copy hereof be presented to Ken with best wishes for many future years of happiness.

PASSED AND APPROVED THIS 19th day of January, 2016

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

7.

Meeting Date: 01/19/2016

VSI Presentation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation and discussion by Visit Shawnee, Inc. to include a six-month update of operations and activities.

Attachments

No file(s) attached.

Regular Board of Commissioners

8.

Meeting Date: 01/19/2016

VSI Presentation Branding

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation, discussion, and possible action on Community Branding effort led by Visit Shawnee, Inc.

Attachments

No file(s) attached.

Regular Board of Commissioners

9.

Meeting Date: 01/19/2016

OMRF Huff

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Charles Huff.

Attachments

No file(s) attached.

Regular Board of Commissioners

10.

Meeting Date: 01/19/2016

S14-15 Shawnee Auto Mall

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a Final Plat for Shawnee Auto Mall located on Shawnee Mall Drive, east of Union. Case No. S14-15 Applicant:Huitt-Zollars, Inc. *(Deferred from December 7, 2015 City Commission Meeting. Planning Commission deferred item to February 2016.)*

Attachments

S14-15 Shawnee Auto Mall

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Huitt-Zollars, INC
FOR: Final Plat for Shawnee Auto Mall
LOCATION: Shawnee Mall Drive, East of Union Street,
Shawnee, OK
PROJECT# 151126 CASE# S14-15

PLANNING COMMISSION MEETING DATE: January 6th, 2016

PLANNING COMMISSION RECOMMENDATION: Deferral to February 3rd, 2016 Planning Commission Meeting:

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

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

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



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

STAFF REPORT
Final Plat
Case #S14 -15

TO: Shawnee Planning Commission

AGENDA: January 6, 2016

RE: Shawnee Auto Mall Addition, Final Plat

PROPOSAL

The applicant, Huitt-Zollars, Inc., is requesting Final Plat approval for four (4) lots on a twenty-one (21) Acre property intended for the construction of multiple car dealerships. The site is located north-east of the I-40 service road and Union Street. The subject site is zoned C-3 (Highway Commercial) and is currently vacant. Preliminary Plat approval was received on August 17, 2015.

GENERAL INFORMATION

Applicant	Huitt-Zollars, Inc.
Owner(s)	Cooper Shawnee Investments LLC
Site Location/Address	Shawnee Mall Drive, east of Union Street.
Current Site Zoning	C-3 (Highway Commercial)
Parcel Size	21 Acres (Approximate)
Proposed Use	Car dealership
Comprehensive Plan Designation	Commercial
Existing Land Use	Vacant
Surrounding Zoning	Commercial (C-3) and Agricultural (A-1)



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

STAFF REVIEW AND ANALYSIS

Staff has reviewed the Final Plat and all submitted construction documentation. At this point, Staff does not find the work ready for approval and asks the commission to defer this case for one month:

STAFF RECOMMENDATION

Staff recommends to **defer** this case one month, until the following meetings:

- February 3rd, 2016 Planning Commission meeting
- February 16th, 2016 City Commission meeting

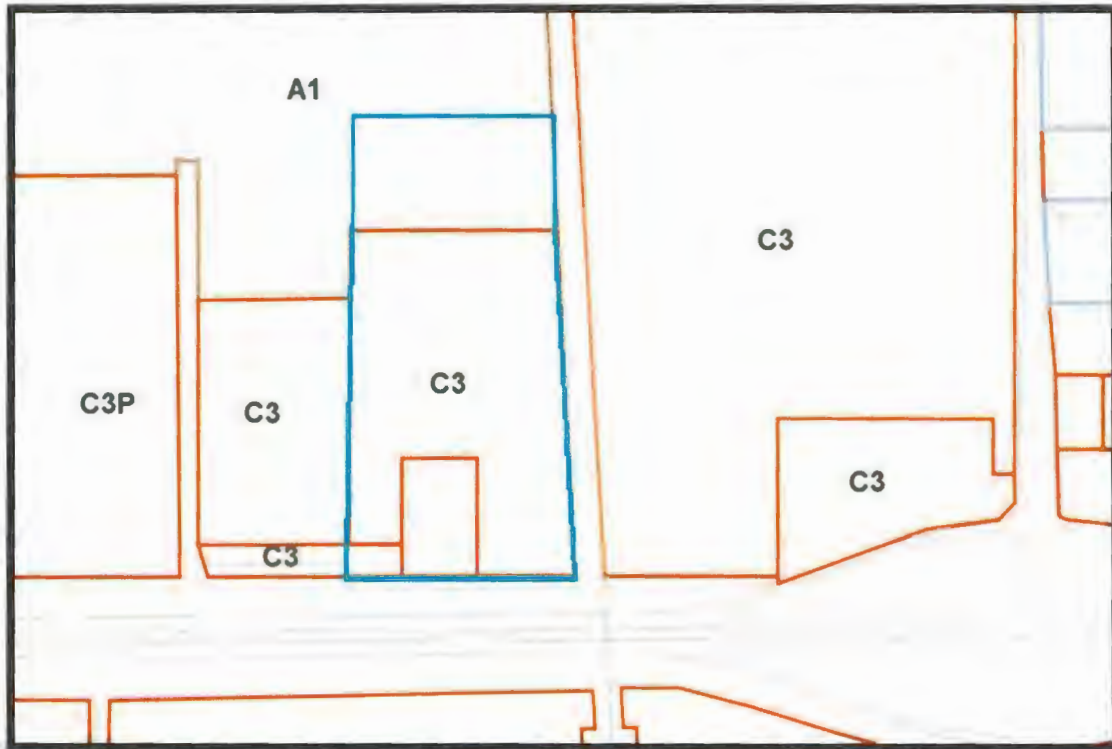


Figure 2: Zoning Map of site – approximate total area outlined in red.

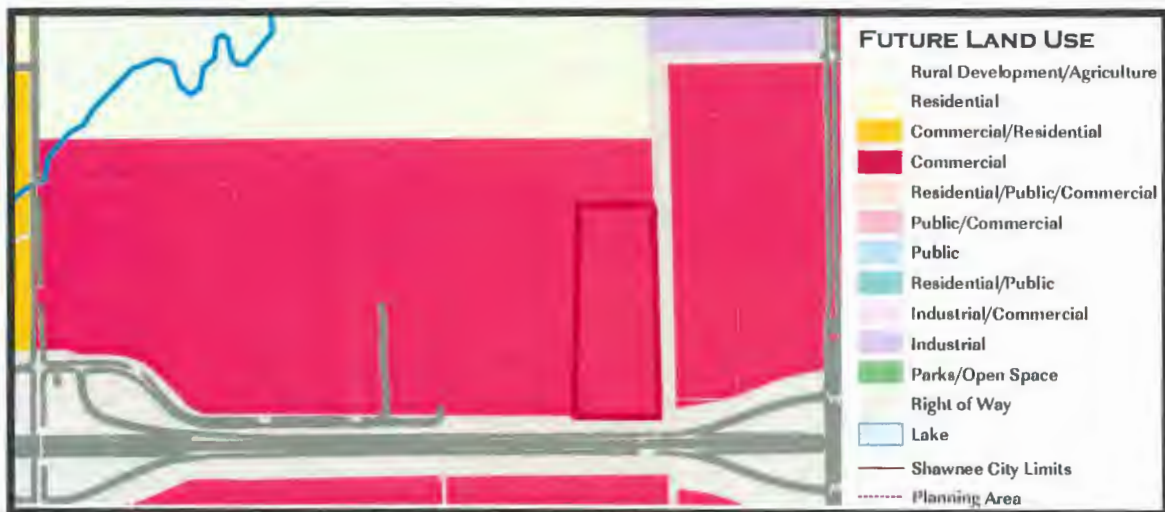


Figure 3: Future Comprehensive Plan Map – approximate total area outlined in red.

Regular Board of Commissioners

11.

Meeting Date: 01/19/2016

S17-15 Vision Bank

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a Preliminary Plat for Vision Bank Addition, Section I, located at 4301 North Harrison Street. Case No. S17-15 Applicant: Vision Bank, NA

Attachments

S17-15 Vision Bank

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Vision Bank, NA
FOR: Preliminary Plat for the re-plat of Vision Bank
Addition, Section I
LOCATION: 4301 N. Harrison St., Shawnee, OK
PROJECT# 151243 CASE# S17-15

PLANNING COMMISSION MEETING DATE: January 6th, 2016

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

1. Before Final Plat approval, present for review and approval an appropriate Letter of Map Revision (LOMR) from FEMA, indicating any changes to the floodplain due to channelization.
2. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
3. Any necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
4. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

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

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



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

STAFF REPORT
Preliminary Replat
CASE #S17-15

TO: Shawnee Planning Commission

AGENDA: January 6, 2015

RE: A Replat of Vision Addition Section 1

PROPOSAL

The applicant is requesting a re-plat of Vision Addition Section 1 to incorporate a site detention pond that was established off of the appropriate property. The subject property is generally located at the north-east corner of Harrison Street and 42nd Street and is approximately 3.19 acres in size.

The site is currently zoned A-1 (Rural Agricultural) and C-3 (Highway Commercial).

GENERAL INFORMATION

Applicant	Landes Engineering LLC
Owner(s)	Vision Bank
Site Location/Address	NE Corner of Harrison St. and 42 nd St.
Current Site Zoning	Commercial (C-3) and Agricultural (A-1)
Parcel Size	3.19 Acres
Comprehensive Plan Designation	Commercial
Existing Land Use	Commercial
Surrounding Zoning	Commercial (C-3) and Agricultural (A-1)

STAFF REVIEW AND ANALYSIS

Vision Addition Section 1 was approved for final plat in January of 2008. The Addition created two (2) lots for commercial development. Currently, Lot 1 is occupied by NStockNow, and Lot 2 is home to Vision Bank Shawnee. Much of the surrounding land is currently within a floodplain, however, plans have been presented to channelize the existing creek to effectively reduce the floodplain, allowing for more development opportunities.

The plan from the applicant is to replat the subject site for three major reasons:

1. To incorporate existing site drainage
2. To reflect a reduction in the floodplain due to planned concrete chanalization.
3. To properly allign property boundaries as platting begins on the remaining land to the south and east, Vision Addition Section II.



Figure 1: Aerial Plat Map – approximate total area outlined in blue.

The changes being introduced for the re-plat are as follows:

1. The addition of approximately 1.1 Acres of land to be incorporated into the current two (2) lots of Vision Addition Section 1.

2. The 60' public street right-of-way (ROW) that currently exists for Vision Boulevard will be extended approximately 66.5' to reach the new property boundary and eventually connect to the future Section of Vision Addition.
3. Along with the dedication of additional street ROW, proper utility easements shall be present and dedicated.
4. Eventual extension of City utilities will be necessary to accommodate the additional property.

If approved, this replat will serve to correct a nonconforming issue on the site and will also correct boundary lines for the forthcoming Vision Addition Section 2 which seeks to plat the remaining areas to the south and east. Plans for large scale channelization have been presented to effectively shrink the extensive floodplain on this land into a concrete channel, allowing for substantial land for development.

Staff has reviewed the preliminary plat and recommends approval with conditions.

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed preliminary re-plat for the subject property with the following conditions:

1. Before Final Plat approval, present for review and approval an appropriate Letter of Map Revision (LOMR) from FEMA, indicating any changes to the floodplain due to channelization.
2. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
3. Any necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
4. All other applicable City standards apply.

Attachments

1. Figure 1: Aerial Plat Map
2. Figure 2: Zoning Map
3. Figure 3: Future Land Use Map
4. Exhibit 1: Preliminary Plat



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

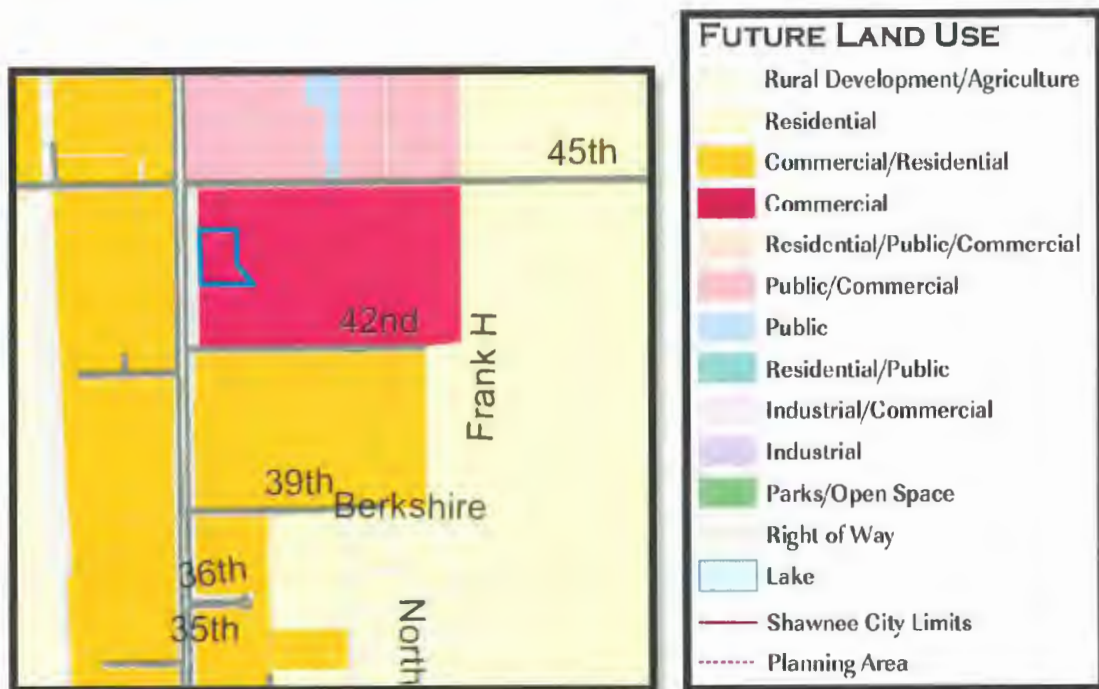


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map (Figure 4.2).
Approximate area outlined in blue.

Preliminary PLAT APPLICATION FOR THE CITY OF SHAWNEE

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

APPLICANT VISION BANK, NA

APPLICANT ADDRESS 4301 N. HARRISON, SHAWNEE 74804

APPLICANT PHONE NUMBERS 405.395.9455

EMAIL ADDRESS CPackwood@visionbankok.com

NAME OF PLAT RE-PLAT VISION ADDITION SECTION I

LOCATION 4301 N HARRISON

NUMBER OF ACRES 3.19 NUMBER OF LOTS 2

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS:

FEE: \$325.00

PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 2 6.00

PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS

TOTAL COST 331.00

FOR LESS THAN 2 ACRE LOTS:

FEE: \$325.00

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 VISION BANK, NA

ADDRESS 4301 N. HARRISON, SHAWNEE 74804

CONTACT NUMBERS 405.395.9455

EMAIL ADDRESS CPackwood@visionbankok.com

PROJECT ENGINEER INFORMATION:

NAME Richard Landes, Landes Engineering, LLC

ADDRESS 903 E. 35th St., Shawnee OK 74804

CONTACT NUMBERS 405.275.5388

EMAIL ADDRESS landesengineering@landesengineering.net

FOR STAFF USE ONLY

PROJECT NUMBER: 151243 CASE NUMBER: 517-15

DATE: 12-4-15 AMOUNT PAID: \$331.00 RECEIPT NO. 01821893

Regular Board of Commissioners

12.

Meeting Date: 01/19/2016

P15-15 1500 E Independence

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

A public hearing and consideration of an ordinance to rezone property located at 1500 East Independence Street from R-1; Single Family Residential District to R-2; Combined Residential District. Case No. P15-15 Applicant: The Landrun Group, LLC (*Planning Commission deferred item.*)

Attachments

P15-15 Staff Report

P15-15- Protest Letters 1

P15-15 Protest Letters 2

P15-15 Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: The Landrun Group, LLC
FOR: Rezone from R-1; Single Family Residential District
to R-2; Combined Residential District
LOCATION: 1500 E. Independence St., Shawnee, OK
PROJECT#: 151169 Case# P15-15

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: R-1; Single Family Residential District
REQUESTED CLASSIFICATION: R-2;l Combined Residential District
PROPOSED PROPERTY USE: Duplexes

PLANNING COMMISSION MEETING DATE: January 6th, 2016

PLANNING COMMISSION RECOMMENDATION: Deferral to February 3rd, 2016 Planning Commission Meeting

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

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

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



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

STAFF REPORT
REZONE
CASE #P15-15

TO: Shawnee Planning Commission

AGENDA: January 6, 2016

RE: Rezone Request - R1: Single Family Residential District to R2:
Combined Residential District

PROPOSAL

The applicant is requesting a rezone from R-1: Single Family Residential District to R-2: Combined Residential District to develop a series of duplexes. The subject site is approximately 12 Acres in size and is generally located on the corner of East Independence and North Elm.

GENERAL INFORMATION

Applicant	The Land Run Group, LLC
Owner	Marical Brothers Real Estate
Site Location/Address	1500 E. Independence
Current Site Zoning	R1: Single Family Residential District
Proposed Zoning	R2: Combined Residential District
Property Area	12 Acres
Current Use	Single Family Residential
Proposed Use	Duplex Development
Comprehensive Plan Designation	Residential

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

STAFF REVIEW AND ANALYSIS

The applicant is requesting approval to rezone from R-1 to R-2 (Combined Residential District) in order to develop a series of duplexes. According to the applicant the building of the duplexes will be done in phases, instead of a full, compressive buildout of the site.

The applicant has purchased the subject property making this site independently owned; therefore, R-2 is the appropriate zoning classification for the intended use.

There are a few considerations that amount to a recommendation of approval:

1. The subject site is along East Independence Street, a major arterial in Shawnee. As such, there are customarily commercial and higher density residential uses along these roads. It is no different for this subject property, with both commercial and multi-family residential uses directly west of the site.
2. No plans for the site have been presented or are required at this point for a rezone, however, Staff has previously reviewed this site and took great consideration for its location next to Sequoyah Elementary School. As such, Staff will require half street improvements and sidewalks along both Elm Street and Independence.
3. Housing, though Single Family Residential, does already exist along Elm Street further north near Bradley Street. Driveway separation and off-street parking will be enforced before any structure is built.
4. Stormwater drainage has historically been an issue with this site, and has been referenced in a complaint letter received. Before final approval on any plat is considered, Staff will require on-site drainage, drainage calculations and a detailed report to satisfy any concerns.



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

Staff did receive two (2) letters of complaint, both from area residents (Exhibits 1 & 2).

Based on the general consistency with the Shawnee Comprehensive Plan and the Shawnee Zoning Code, Staff does hereby recommend approval on the proposed zone change from R-1 (Single Family Residential) to R-2 (Combined Residential District).

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed rezone from ***R1 (Single Family Residential)*** to ***R2 (Combined Residential District)*** for the subject property.

Attachments

1. Figure 1: Aerial view of site
2. Figure 2: Zoning Map
3. Figure 3: Future Land Use Map
4. Exhibit 1: Letter of Complaint: Frank Harris
5. Exhibit 2: Letter of Complaint: Dan Climer

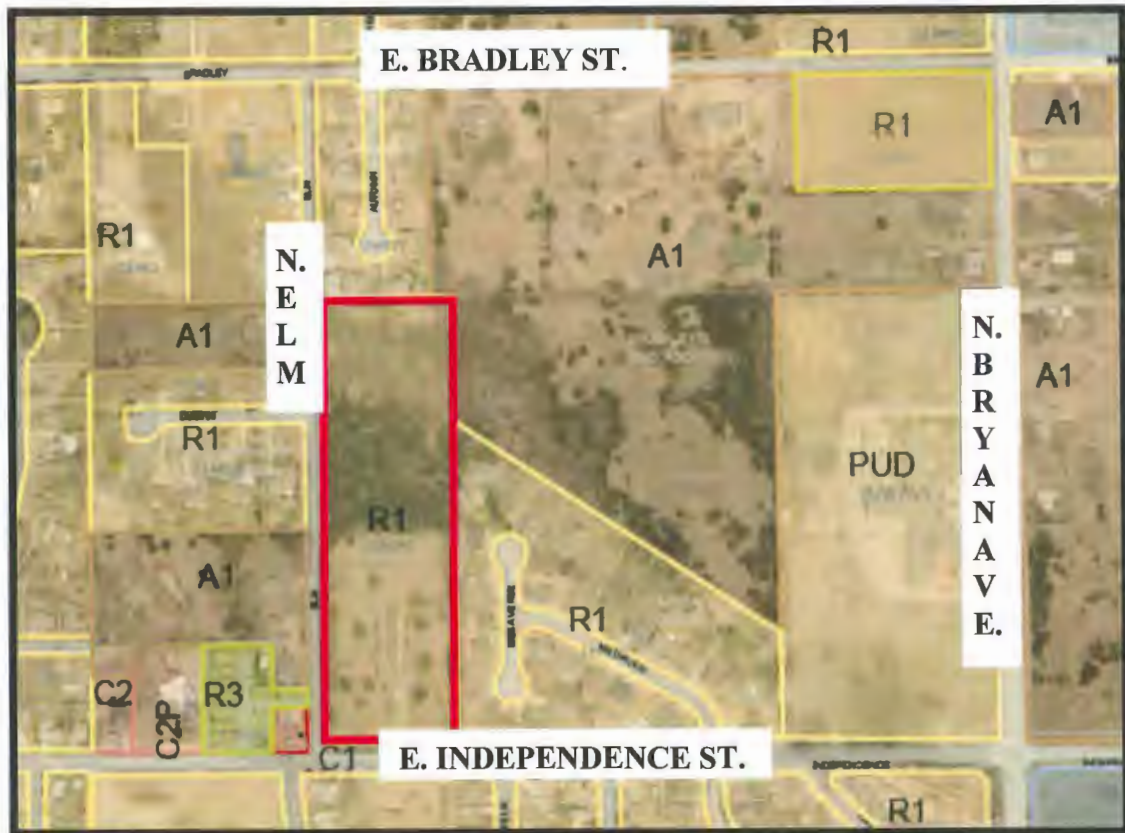


Figure 2: Zoning Map of site – approximate total area outlined in red.

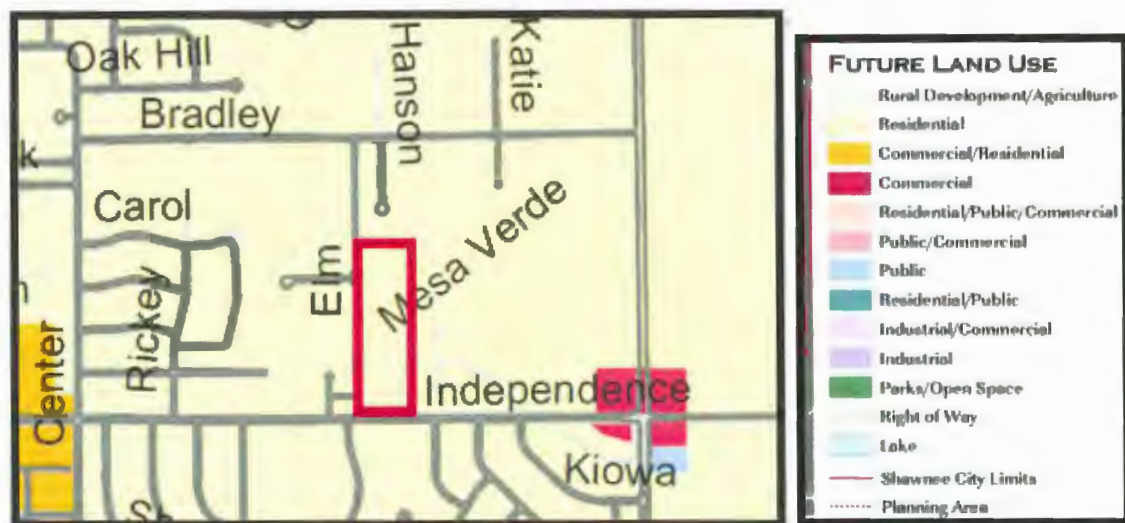


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map – approximate total area outlined in red

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P15-15

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

The property requesting rezoning is described as follows:

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/C SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning.

General Location Known As:	<u>1500 E. Independence St., Shawnee, OK</u>
Current Zoning Classification:	<u>R-1; Single Family Residential District</u>
Requested Zoning Classification:	<u>R-2; Combined Residential District</u>
Proposed Use of Property:	<u>Duplex</u>
Applicant:	<u>The Landrun Group, LLC</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:

January 6 th , 2016	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
January 19 th , 2016	AT 6:30 P.M.:	CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the 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.

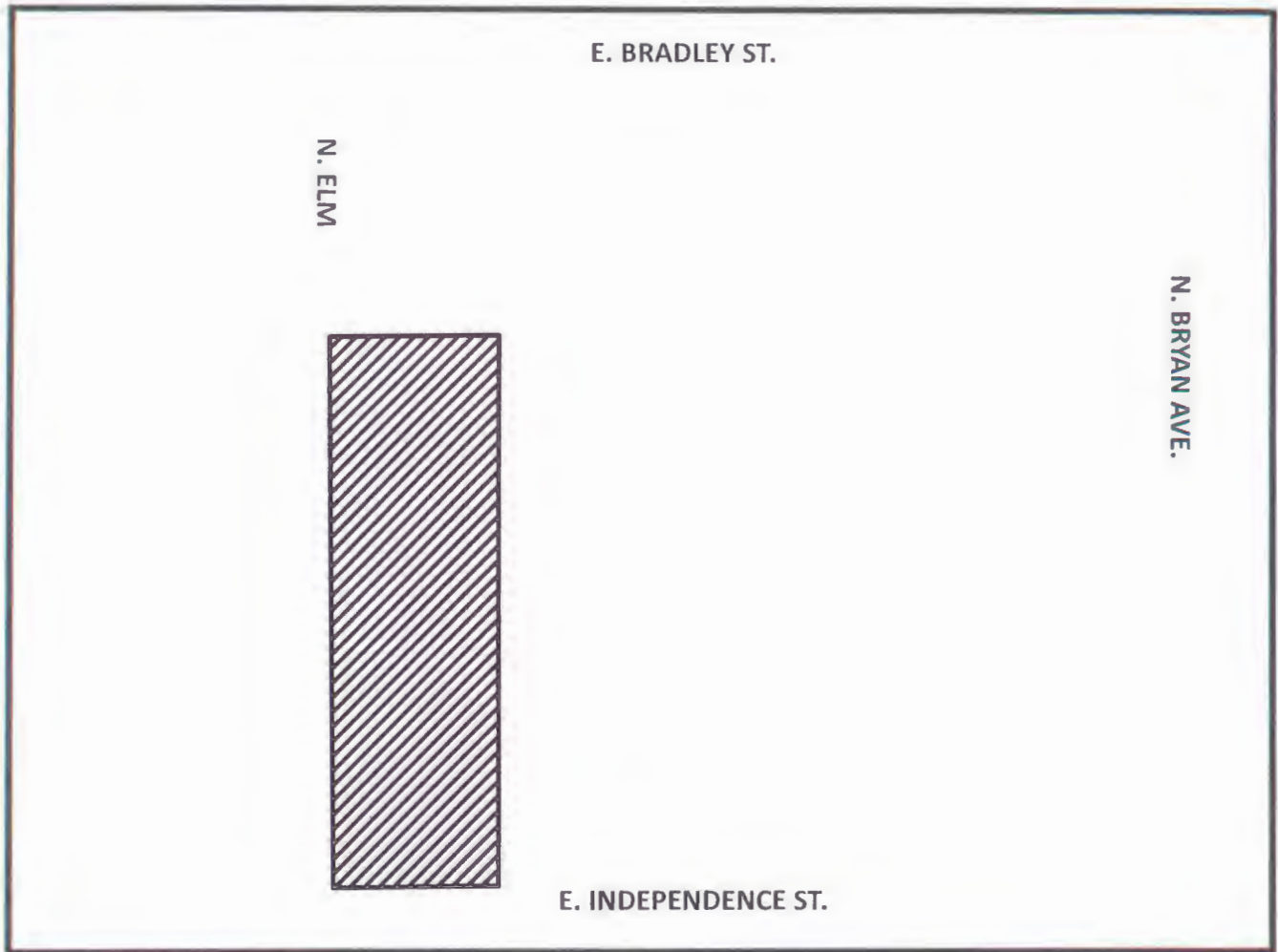
Witness my hand this 11th day of December, 2015.



Kisa Lasyone, Deputy
for Phyllis Loftis, City Clerk

LOCATION MAP

CASE# P15-15



CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

PLANNING DEPARTMENT
PHONE: (405) 878-1666
FAX: (405) 878-1587

PLANNING COMMISSION APPLICATION
PROJECT NO. 151169 CASE NO. D15-15

REQUEST:

Rezoning X Rezoning w/Conditional Use Permit _____ Conditional Use Permit _____
Planned Unit Development _____

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from R1 District to R2 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 1500 East Independence

LEGAL DESCRIPTION: See Exhibit 1

PROPERTY OWNER (S): Marical Brothers Real Estate

PROPERTY AGENT (APPLICANT): The Land Run Group, LLC

APPLICANT'S ADDRESS: PO Box 1584

CITY: Shawnee **STATE:** OK **ZIP:** 74802-1584

EMAIL ADDRESS: landruncgroup@landruncgroup.com

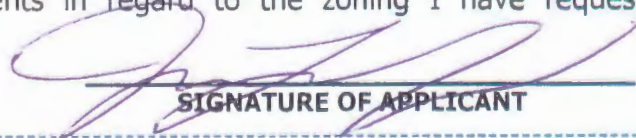
TELEPHONE NUMBER: (405) 273-4222 **CONTACT NUMBER:** (405) 273-4222

DIMENSIONS OF PROPERTY: AREA 12 acres^{MOL} WIDTH 400' MOL
LENGTH 1315' MOL FRONTAGE 400' MOL

CURRENT ZONING: R1 **CURRENT USE:** Single Family Residential

PROPOSED ZONING: R2 **PROPOSED USE:** Multi Family & Single Family Residential

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.


SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 10th day of, November 20 15

Cherene Lincoln
PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 01815198

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.:** _____

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

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

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/C SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (4), both inclusive.

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

Dated: November 2, 2015 at 7:30 AM

First American Title & Trust Company

By: Jason Waldrup

Jason Waldroup
 Abstractor License No. 1400
 OAB Certificate of Authority # 017
 File No. 2087504-SH99

OWNERSHIP LIST**ORDER NO. 2087504**DATE PREPARED: November 12, 2015
EFFECTIVE DATE: November 2, 2015 at 7:30 a.m.

OWNER	LOT	BLK	ADDITION
EADS CLAYTON H & JUDY KAYE 106 HUNTINGTON CT SHAWNEE OK 74801-0000			27-SU BEG 660'E SW/C SE N657.25' E397.66' S657.25' W397.66' POB. & TR BEG 660'E & 657.25'N SW/C SE N657.25' E397.6 6' S657.25' W397.66' POB 11.91 Acres
MACGILFREY EDWARD J 21500 CACIFA ST. # 92 WOODLAND HILLS CA 91367-0000			BRADLEY'S 2ND LOT 8 BEG SW/C LOT 8 E335' N295.6' E145' S112' E140' S54.40' W99.83' S129.40' W184.48'POB
WIGINTON DALE E 1510 N ELM SHAWNEE OK 74804-0000			BRADLEY'S 2ND S80' OF N112' OF E140' LOT 8
SWEARINGEN THOMAS & ESPERANZA 1214 CHARLES DR SHAWNEE OK 74804-0000			BRADLEY'S 2ND PT LOT 8 COMM SW/C LOT 8 TH E520'POB N129.40' E99.83' S129.20' W100.52'
JACKSON FRED M JR 4600 WOODGATE CT LOOMIS CA 95650-0000			BRADLEY'S 2ND N32' OF E140' LOT 8 & S199.15' OF E140' LOT 7 LESS A TR BEG 61.4'N SE/C LOT 7 W140' N137.75' E140' S137.75' POB 2008-15534
LOWE JIM D 1404 CHARLES DR SHAWNEE OK 74804-0000			BRADLEY'S 2ND 1/2 UNDIV INT. IN LOT 7 BEG 247'E NW/C LOT 7 S148.6' E142' S180' ETC.
LOWE JIM 1404 CHARLES DR SHAWNEE OK 74804-0000			BRADLEY'S 2ND BEG SW/C LOT 7 E389' N180' W214' S31.4' W25' S139' W150' S9.6' POB
HOBBS BELINDA G P O BOX 3634 SHAWNEE OK 74802-3634	1	2	LAIRWOOD ESTATES BLK 2 LOT 1 1.00 Lots
CLIMER DAN B & KATHRYN M 3 DUSTIN CIR SHAWNEE OK 74804-0000	2	2	LAIRWOOD ESTATES BLK 2 LOT 2 1.00 Lots
STEWART MICHAEL R & JULIA C 5 DUSTIN CIR SHAWNEE OK 74804-0000	3	2	LAIRWOOD ESTATES BLK 2 LOT 3 1.00 Lots
HALL KEVIN D & DIANA 2 DUSTIN CIR SHAWNEE OK 74804-0000			LAIRWOOD ESTATES BLK 1 BEG SE/C LOT 4 W145' N105' E145' S104.14' POB
COURTNEY WAYNE L & SUSAN K TRUST 4 DUSTIN CIRCLE SHAWNEE OK 74804-0000	3	1	LAIRWOOD ESTATES BLK 1 LOT 3 1.00 Lots
KLAUS ROGER 6 DUSTIN CIR SHAWNEE OK 74804-0000	2	1	LAIRWOOD ESTATES BLK 1 LOT 2 1.00 Lots
HARRIS FRANK R & VALERIE M 1800 N ELM SHAWNEE OK 74804-0000			LAIRWOOD ESTATES BLK 1 LOT 4 LESS BEG SE/C LOT 4 W145' N105' E145' S104.14' POB 1.00 Lots

RILEY CONNIE 13 CHEYENNE SHAWNEE OK 74801-0000			BRADLEY'S 1 ST BEG SW/C LOT 10 TH W 330 N 220 E 330 S 220 POB
BDC HOMES LLC % JOHN F BARRETT 1210 GORDON COOPER SHAWNEE OK 74801-0000			BRADLEY'S 1ST THE WEST 25' OF A TRACT OF LAND DESCRIBED AS THE E305' LOT 9 & N90' OF E305' LOT 10
HEMBREE SHELLEY K 1702 AUTUMN LANE SHAWNEE OK 74801-0000			BRIARWOOD ESTATES LOT 6 & TR BEG AT SW/C LOT 5 TH N33.07' N78°E65.27' TH SW53°79.04' POB 1.25 Lots
TUCKER MICHAEL R & SABRA S 1704 AUTUMN LN SHAWNEE OK 74801-0000	5		BRIARWOOD ESTATES LOT 5 LESS TR
SHETTY 2012 REVOC TRUST 1706 AUTUMN LN SHAWNEE OK 74801-0000	4		BRIARWOOD ESTATES LOT 4 1.00 Lots
CHAPMAN WILLIAM A & COLEEN P 1701 AUTUMN LN SHAWNEE OK 74804-0000			BRIARWOOD ESTATES LOT 7 & BEG SW/C OF LOT 7 BROARWOOD ESTATES-REPLAT BLK 11 BRADLEY'S 1ST TH S25' E160' N25' W160' POB 1.00 Lots
SMITH GREGORY J & KIMBERLY F 1703 AUTUMN LN SHAWNEE OK 74804-0000	8		BRIARWOOD ESTATES LOT 8 1.00 Lots
COLUMBUS RONNIE R & JULIA F 1705 AUTUMN LN SHAWNEE OK 74801-0000	9		BRIARWOOD ESTATES LOT 9 1.00 Lots
HILL CHARLES F JR & MARY M TRUSTEES OF HILL FAMILY TRUST 1705 E BRADLEY SHAWNEE OK 74802-1341	12		BRADLEY'S 1ST LOT 12 4.70 Acres
HILL CHARLES F JR & MARY M TRUSTEES OF HILL FAMILY TRUST 1705 E BRADLEY SHAWNEE OK 74804-0000			A TR IN SE BEG 1057.66' E & 967.40' N SW/C TH N 350' E 931.67' S 973.34' N56°W 1119.44' POB LESS .24 AC TO HONEYFARM 14.10 Acres
PECK ROBERT G & BETTY A TRUST 1706 WILDWOOD SHAWNEE OK 74801-	8	1	EMERALD FOREST BLK 1 LOT 8
HOWARD TODD & STARLA 1704 WILDWOOD SHAWNEE OK 74804-0000	9	1	EMERALD FOREST BLK 1 LOT 9 1.00 Lots
FEH GODWIN 1511 MESA VERDE SHAWNEE OK 74801-0000	10	1	EMERALD FOREST BLK 1 LOT 10
HALL LARRY JOE & RONDA L 1513 MESA VERDE SHAWNEE OK 74804-0000	11	1	EMERALD FOREST BLK 1 LOT 11
BOONE BONNIE S & CHRISTOPHER ASTON 1516 MESA VERDE SHAWNEE OK 74804-0000	12	1	EMERALD FOREST BLK 1 LOT 12
POYER JAMES REID II & TAMARA L 1514 MESA VERDE SHAWNEE OK 74804-0000	13	1	EMERALD FOREST BLK 1 LOT 13 1.00 Lots
PARSONS GLEN R 1512 MESA VERDE SHAWNEE OK 74801-0000	14	1	EMERALD FOREST BLK 1 LOT 14 TOD STEVEN R PARSONS & DAVID A PARSONS 2013-7616

MCSPAREN ARTHUR & CRYSTAL 1510 MESA VERDE SHAWNEE OK 74804	15	1	EMERALD FOREST BLK 1 LOT 15
JACOBS CARL E JR & JANA S 1508 MESA VERDE SHAWNEE OK 74801-0000	16	1	EMERALD FOREST BLK 1 LOT 16
BALL LUVERNE & RANDALL 1506 MESA VERDE SHAWNEE OK 74801-0000	17	1	EMERALD FOREST BLK 1 LOT 17
ADKISON JENNY LOU 1504 MESA VERDE SHAWNEE OK 74804-0000	18	1	EMERALD FOREST BLK 1 LOT 18
MCCOIN BILL 1502 MESA VERDE SHAWNEE OK 74804-0000	19	1	EMERALD FOREST BLK 1 LOT 19
BURNETT BOBBY G & JOANN W 1500 MESA VERDE SHAWNEE OK 74804-0000	20	1	EMERALD FOREST BLK 1 LOT 20
AKIN FRED DEAN 1501 MESA VERDE SHAWNEE OK 74804-0000	21	1	EMERALD FOREST BLK 1 LOT 21
CRANE TONIA ANN & CAMERON K 1503 MESA VERDE SHAWNEE OK 74804-0000	22	1	EMERALD FOREST BLK 1 LOT 22
BROWN JEFF & ALLISON REVOCABLE TRUST 1705 WILDWOOD SHAWNEE OK 74804-0000	23	1	EMERALD FOREST BLK 1 LOT 23
WARD SHANNON T & MARY ANN 1707 WILDWOOD SHAWNEE OK 74804-0000	24	1	EMERALD FOREST BLK 1 LOT 24
WATSON GLENN V & LORINE P TRUST 1925 E BRADLEY SHAWNEE OK 74804-0000	13		BRADLEY'S 1ST S305' LOT 13 W/EASEMENT 2.35 Acres
SCHOOL LAND SCHOOL #93 SHAWNEE OK -0		C	LARKINS MEADOW BLK C 1.00 Lots
JONES BRITT JR & DOLORES 2 SEQUOYAH SHAWNEE OK 74801-0000	2	B	LARKINS MEADOW BLK B LOT 2 1.00 Lots
ASKAY RAYMOND & MARIE 4 SEQUOYAH SHAWNEE OK 74801-0000	3	B	LARKINS MEADOW BLK B LOT 3 1.00 Lots
MILLER DAVID A & AIMEE M 102 BAKER ST SHAWNEE OK 74801-0000	4	B	LARKINS MEADOW BLK B LOT 4 1.00 Lots
STARNES KEATH E 8 SEQUOYAH SHAWNEE OK 74804-0000	5	B	LARKINS MEADOW BLK B LOT 5 1.00 Lots
MORMAN CHURCH XXXXXXXXXX SHAWNEE OK 74801-0000	1	B	LARKINS MEADOW BLK B LOT 1 1.00 Lots
STREET CATHY L & DEBRA GARCIA 14051 CARNELL ST WHITTIER CA 90605-0000	5	6	LARKINS MEADOW BLK 6 LOT 5 1.00 Lots
CHAKENATHO CORENE 7 APACHE SHAWNEE OK 74804-0000	4	6	LARKINS MEADOW BLK 6 LOT 4 1.00 Lots

HARROD KAYE STEELE FAMILY TRUST 1303 W FARRALL SHAWNEE OK 74801-0000	3	6	LARKINS MEADOW BLK 6 LOT 3 1.00 Lots
SAXON STEVEN E & LISA D 1816 OAKRIDGE DRIVE SEMINOLE OK 74868-0000	2	6	LARKINS MEADOW BLK 6 LOT 2 1.00 Lots
HARROD KAYE STEELE FAMILY TRUST 1303 W FARRALL SHAWNEE OK 74801-0000	1	6	LARKINS MEADOW BLK 6 LOT 1 1.00 Lots
EXLEY WINSTON B & LINDA F P O BOX 1092 SHAWNEE OK 74802-7092		7	LARKINS MEADOW BLK 7 N60' LOT 13
RODGERS JOHN R 4 APACHE SHAWNEE OK 74801-0000		7	LARKINS MEADOW BLK 7 N55' LOT 12 & S15' LOT 13
WILSON JOQUETA 36204 HARDESTY RD SHAWNEE OK 74801-0000		7	LARKINS MEADOW BLK 7 N50' LOT 11 & S10' LOT 12
SAMPLE STEVEN & CISSILI 8 APACHE SHAWNEE OK 74801-0000		7	LARKINS MEADOW BLK 7 N40' LOT 10 & S15' LOT 11
SMITH KRISTIN 807 N KIMBERLY TECUMSEH OK 74873-0000		7	LARKINS MEADOW BLK 7 N37' LOT 9 & S25' LOT 10 1.00 Lots
SIMS DARRELL D & CAROLYN M 7 ARAPAHO SHAWNEE OK 74801-0000	4	7	LARKINS MEADOW BLK 7 LOT 4 1.00 Lots
STEWART THOMAS M & JOYCE C 5 ARAPAHO SHAWNEE OK 74801-0000	3	7	LARKINS MEADOW BLK 7 LOT 3 1.00 Lots
JORDAN CLAUDE L & SUSAN 3 ARAPAHO SHAWNEE OK 74801-0000	2	7	LARKINS MEADOW 2ND BLK 7 LOT 2 1.00 Lots
DEES GEORGE W & FRANCES L ET AL 1 ARAPAHO SHAWNEE OK 74801-0000	1	7	LARKINS MEADOW BLK 7 LOT 1

CITY OF SHAWNEE PLANNING COMMISSION/CITY OF SHAWNEE CITY COMMISSION

REGARDING CASE #P15-15

I am protesting the rezoning of the property "General Location Known As" 1500 E. Independence St., Shawnee, OK from R-1 to R-2.

The surrounding property predominately consists of single family residences and I am vehemently opposed to this zoning change that will negatively affect property values, traffic flow along the narrow Elm Avenue and increased flooding in the area of my residence.

Any concentrated development along Elm Avenue increases the possibility of flooding and on-street parking which will turn this narrow two lane into a narrow one lane. Vehicles already have to pull to the shoulder when meeting school buses, sanitation trucks, etc.

Thank you for your consideration.

Frank Harris

Frank Harris 12-29-2015

1800 N Elm Ave.

Shawnee, OK 74804

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DEC 30 2015

PLANNING / CODE

Oppositions To Changing the Proposed Zoning Request From R 1 To R 2

1. The current surrounding infrastructures are designed for low density residential living. Elm street is currently a fragile asphalt base surface and in disrepair. This street does not currently meet the necessary width for safe passing of oncoming traffic. Traffic load cannot not be increased in it's current state
2. Current developments around proposal are low density housing by design and enjoy an element of city convience and country living.
3. The current nearby Fire station is being vacated and would strain resources from other facilities in emergencies.
4. High density developments generally have higher crime rates, low ownership pride and exceed parking needs. Look at developers current Golden Acre development.
5. Elm street currently floods across the proposed development at the North end creek. Any build up of elevation would concentrate higher flood situations on Elm street.
6. R2 development by design and architecture can be regarded as Compounds that do not fit in low density neighborhoods.

Dan Climer

3 Dustin Circle off Elm

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DEC 3 1 2015

PLANNING / CODE

Opposition of case #P15-15

Received by: December 30, 2015 8:53 PM

Reid and Tammy Poyer
1514 Mesa Verde
Shawnee, OK 74804



Dear Sir/Madam,

City of Shawnee Planning Commission:

Propose rejection of erected duplexes adjacent to Emerald Forest

I write in connection with the above property rezoning application. I wish to object strongly to the development of these duplexes in this location.

Having these duplexes adjacent to the Emerald Forest addition would increase traffic, noise and pollution.

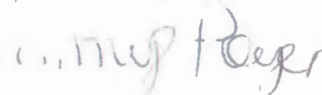
Furthermore, there would be a concern for upkeep of the property with no known residential restrictions. A single resident addition would keep our property values high and in the opposite, a chance of our property decreasing value with the erection of the multiple family duplexes.

Furthermore, it would be of best interest to keep the property as a R-1 zone as originally intended to keep the quality of growth at highest standards in our town.

Regards,

Reid and Tammy Poyer

 12-30-15

 12-30-15

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JAN 01 2016

PLANNING / CODE

December 31, 2015

Shawnee Planning Department
Attn: Cheyenne
405-878-1587

Re: Rezone of property Case #P15-15

To Whom It May Concern:

We, Todd and Starla Howard, have lived in the neighborhood of Emerald Forest, for the past 10 years at 1704 Wildwood.

We have been informed as to the rezoning effort and are opposed to it. This is not a positive endeavor for our neighborhood of Emerald Forest on Mesa Verde and Wildwood.

This rezoning will draw additional traffic around the school, which is likely to present additional risk/danger to the health and safety of our children. This property is on a corner, at a bus stop, in a school zone; therefore, there is much concern for traffic and congestion. Flooding and drainage is also an issue for homes in Emerald Forest and surrounding neighborhoods. Crime is also another factor. Noise and other nuisances are other issues. Another huge concern is home value diminution for the homes in Emerald Forest as well as other nearby neighborhoods.

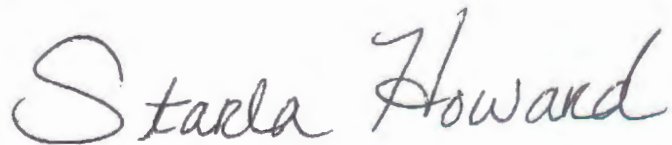
As homeowners and residents of Emerald Forest, we believe that the rezoning will have a significant impact on the character and quality not only of our neighborhood, but of the township as a whole. Fear of decreased property value and concern of investments are valid reasons and concerns for opposing this rezoning. This zoning change could adversely impact many neighborhoods in the township. The rezoning also may mean a tax increase. The new development may not enlarge the tax base enough to pay for the new schoolrooms and additional county services its residents may require. Rezoning can promote neighborhood decay and speed the demise of the single family neighborhood. Zoning is meant to preserve this, not endanger or attack this.

Again, we do not support zoning case #P15-15.

Sincerely,



Todd Howard
1704 Wildwood



Starla Howard
1704 Wildwood

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JAN 01 2016

PLANNING / CODE

Bobby G. Burnett
1500 Mesa Verde
Shawnee, OK 74804

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JAN 04 2016

CITY CLERK

To: City Clerk, Shawnee, OK

Subject: Rezoning of Property located at 1500 E. Independence St.

Purpose: To protest the rezoning of this property to allow Duplex Apartments to be built.

My property joins this property and rezoning will lower the value of all property in Emerald Forest Sub-division.

I sold property on E, Briarwood and moved into a duplex on Ella Lane near McArthur and Leo Streets. I lived there for a year and a half, before moving for safety reasons. I looked out my front window one day to see six black unmarked SUVs and law enforcement officers dressed like a swat team armed with AK-47 automatic rifles in the front of the duplex across the street. They had two of the residents, handcuffed standing in the front yard. A Shawnee patrol car showed up about 30 minutes after the raid started. There was not any shots fired because those accosted cooperated with the police. These were new duplexes and for the first year it was nice and quiet. Then people started moving in who were not what I call good neighbors.

From what I hear on the news and read in the Newspaper, most crimes in residential areas are committed in apartment complexes. A stray bullet could hit my house or other houses in Emerald Forest. I survived 25 years of military service and wanted to live out my retirement years with my wife in a peaceful community. Duplexes conjoining my property will not make for a peaceful situation.

Request you not approve the rezoning of this property to allow duplexes to be built.

Sincerely,



Major Bobby G. Burnett, USAF Retired

405 343 8809

1

J. Roger Henson
1709 Wildwood
Shawnee, OK 74804-1803

January 10, 2016

City of Shawnee
9th and Broadway
Shawnee, Oklahoma

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JAN 11 2016

CITY CLERK

Attn: Wes Mainard, Mayor
Linda Agee, Commissioner
James Harrod, Commissioner
Keith Hall, Commissioner
Lesa Shaw, Commissioner
Micheal Dykstra, Commissioner
Justin Erickson, City Manager

Re: Request for Change of Zoning from R-1 to R-2
Case Number P-15-15
Applicant: Landrun Group LLC
Property Address: 1500 East Independence, Shawnee

To the Honorable Mayor, Commissioners and City Manager,

As an owner of our home in Emerald Forest, we formally protest on both substantive and procedural grounds the Application of Landrun Group LLC which was filed with the City of Shawnee as P15-15. The Application requested a zoning change from R-1 to R-2.

1. When we purchased our home in 2000, the tract of land which is the subject of the application ("Carpenter Property") was occupied as a single family residence and had been for many years. The City's website revealed that the property as of January, 2014 was zoned A-1. I understand that within the last two years the zoning was changed to R-1 which is consistent with its historical use and the zoning of Emerald Forest, the real property contiguous to the Carpenter Property.

The prior zoning change to R-1 was not protested. The use would remain consistent with its historical use. It was hoped that the Carpenter's Property would be developed with single family residences consistent with the quality and value of not only the houses and homes in Emerald Forest but also the houses and homes located across Elm Street on Dustin Circle and the houses and homes located to the north in Briarwood Estates.

A review of the Zoning Code that went into effect July 2, 2014, reveals much in common between R-1 and R-2 such as the maximum building height of 35 feet, which allows for two-story structures. Notwithstanding the commonality of the two zoning classifications, there are significant differences between R-1 and R-2. Under R-2, Use is expanded to include duplex, triplex, townhouses, residential care homes, and residential child care facilities. Table 22-160.4.1 Density and Dimensional Standards by Zone reveals a very significant difference that directly impacts the quality of life and value of the homes of my neighbors that live on the west side of Mesa Verde Drive. The rear yard setback minimum is ten (10) feet. Under R-2, a developer can build a two-story triplex 10 feet from neighbors' backyards. Privacy is compromised. The quality of life and value of the homes on Mesa Verde Drive diminishes which reduces the quality of life and value of all the other homes in the small addition of Emerald Forest.

At the Planning Commission hearing, when the applicant was asked about the development details, he could not or would not disclose any. To paraphrase the response, "It depends on the zoning."

2. Historically, there have been buffers between duplexes and higher value residential property. For example, in the late 1960's, Larkins Meadows was developed. Duplexes were built on the east side of Cheyenne Street abutting Bryan Street. On the west side of Cheyenne Street were smaller single family residential homes. The more substantial homes were located further in the interior of the addition.

Another example is in Country Club Addition. The more substantial homes located on North Troon Circle south of Augusta Drive are buffered by a green belt composed of a creek and vegetation from the smaller garden homes located on Augusta Court. The same substantial homes located on North Troon Circle south of Augusta Drive are buffered by Augusta Drive and a brick wall from the smaller homes located on North Troon Circle north of Augusta Drive.

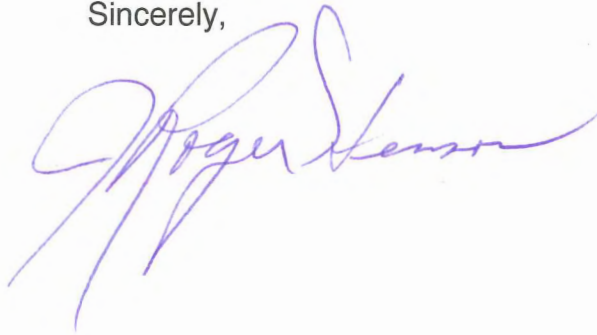
Unlike a wide green belt, or creek, there is nothing to buffer the homes in Emerald Forest from the effects of a development of duplexes, triplexes or townhouses on the property identified in the Application.

3. On a procedural note, the planning commission initially voted 5 to 2 against a motion to approve the application as submitted. Subsequently, the Planning Commission voted to postpone consideration until the next Planning Commission meeting. It is now my understanding that the City Commission

may consider the application. If the City Commission does, in fact, consider the application of Landrun Group, LLC, it would appear that it will be doing so contrary to Section 22-210.5 of the Zoning Code which requires a vote of the Planning Commission to approve the application as submitted, or as amended, or be approved subject to such modification as the Planning Commission shall deem appropriate to carry out the Comprehensive Plan.

We respectfully request that the City Commission deny the application of Landrun Group, PLLC in Case Number P15-15 for the reasons that the current zoning of R-1 is consistent with the use of the surrounding property and particularly Emerald Forest; it would allow the owner a reasonable return on the land as zoned; and it would retain the single family residence character in the surrounding area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Roger Benson". The signature is fluid and cursive, with a large initial "R" and "B".

Opposition of case #P15-15

Wednesday, December 30, 2015

8:53 PM

Reid and Tammy Poyer
1514 Mesa Verde
Shawnee, OK 74804

RECEIVED
JAN 11 2016
CITY CLERK

✧

City of Shawnee Mayor Wes Mainord:

Propose rejection of erected duplexes and re-zoning to R-2 adjacent to Emerald Forest

I write in connection with the above property rezoning application. I wish to object strongly to the development of these duplexes in this location.

Having these duplexes adjacent to the Emerald Forest addition would increase traffic, noise and pollution.

Furthermore, there would be a concern for upkeep of the property with no known residential restrictions. A single resident addition would keep our property values high and in the opposite, a chance of our property decreasing value with the erection of the multiple family duplexes. With the residents being rotating instead of permanent, there will be no sense of owning or taking care of the property as a single residence would be. The intentions would be for the duplexes to start out in appearance nice and look new, but soon after, they would take on the appearance of the typical rental property pride of upkeep. We also know the easement on the back of our property would be 10 ft. if zoned for an R-2 vs. the 20ft if kept as an R-1 zoning. This would be a major loss of privacy and would be concerning for any owner backing up to this R-2 property.

Furthermore, it would be of best interest to keep the property as a R-1 zone as originally intended to keep the quality of growth at highest standards in our town.

Regards,

Reid and Tammy Poyer



Bonnie Boone
1516 Mesa Verde
Shawnee, OK 74804

RECEIVED
JAN 11 2016
CITY CLERK

To Honorable City Commissioners, Mayor Wes Mainord, and City Manager Justin Erickson:

As Treasurer of the Emerald Forest Homeowner's Association and longest residing resident of EF, (since 1995), I hereby do formally protest the rezoning of 1500 E. independence (the former Carpenter property) on the corner of Independence and Elm. The proposed rezoning from single residential to multi-residential will bring on more liabilities than advantages.

1. Lower property values of residential housing in the area. Despite what Justin Debruin quoted at the public hearing on 01/06/2016 "To speculate what could happen would be unfair" (concerning making judgments without more concrete plans from the developer) I counter that it is UNFAIR to us as property owners to disregard our legitimate concerns with such a flippant remark especially in the light that the proposed builders DO NOT EVEN OWN the said property yet and at least had enough sense to make the purchase contract contingent on rezoning! In addition a deferral will in NO WAY SHAPE OR FORM alleviate our concerns no matter who is involved or how long it is discussed. What part of WE DO NOT WANT RENTAL PROPERTY BUILT NEXT TO OUR RESIDENTIAL DIVISION do some of the planning commissioners and planning employees NOT UNDERSTAND?! Two of our homeowners are currently renting their properties against the covenants (the city will do nothing to help us on this issue) and the high turnover and delinquent behavior of adolescent renters have resulted in our personal ornamental lawn property and that of our neighbors being destroyed. The creek behind us is a natural draw for children's curiosity and I don't want more children of like mentality trespassing onto our properties. This is something that undoubtedly would happen especially if the zoning were to be degraded from R1 to R2.
2. Diminish the enjoyment of our neighborhood because of increased traffic, noise and crime. This at worst would cause increased chance of sex-offenders/predators and/or drug dealers living very near a public elementary school. Background checks of renters will not prevent the "boyfriend" from moving into a rental property. At best this rezoning will put children at risk when crossing the street to get to an open space to play (Sequoyah School playground). I went to Golden Acres myself to see what kind of housing would be built and it should have been named "Concrete Acres" as a more accurate description and the only significant grass I saw was what was required on a 10 foot easement from the curb!

We do not support the development of this property as planned by the out of area developers, who do NOT PLAN ON LIVING in the habitats they build (or in Shawnee for that matter)—they are from Ada, OK.

Please do the will of the long standing citizens of this community. This whole case #P15-15 reeks of clandestine modus operandi and abuse of political power. Please do not partake of it and do not enforce it on us. I don't see how even one of you in good conscience could be in favor of rezoning if you would just put yourself in our shoes (houses) and utilize the Golden Rule. Our decisions result in consequences and because of the poor decision the Carpenters made by not selling to Frank Bryant of the former Bryant Builders we are as a community now dealing with its consequences. Do not contribute to another poor decision please! Vote against deferment and against rezoning this property and keep it R1!

Thank you for your earnest consideration and for exercising responsibility to our long standing citizens.

Bonnie Boone, D.V.M. 01/11/2016

Bonnie Boone, D.V.M. resident of 1516 Mesa Verde for over 20 years. 823-3546

Monday, January 11, 2016

Re: Case #P15-15

Dear City Commissioners,

I am president of the Emerald Forest Home Owners' Association and own a property (1516 Mesa Verde) that abuts directly to the east of the property referred to in case #P15-15. I OPPOSE THE PROPOSED REZONING FROM R-1 TO R-2 of 1500 E. Independence Street. I ask you to NOT APPROVE the deferral recommended by the City Planning Commission because the will of the citizens was subjugated by the will of the Planning Commission. I further ask you to NOT APPROVE the proposed rezoning from R-1 to R-2 of 1500 E. Independence St.

I and my fellow Emerald Forest homeowners have substantial investments in our homes; homes that are valued at two, three or even four hundred thousand dollars. We are concerned that the proposed development of the neighboring property into rental properties, especially duplex rental properties as stated by the developers, as allowed under the proposed R-2 rezoning, will negatively impact the values of our homes in the Emerald Forest neighborhood. Now some would say that the claim that neighboring rental properties will reduce property values, while widely believed, is anecdotal at best. Indeed, at the City Planning Commission meeting (January 6th) the City Planner, Justin Debruin, stated that he had not read anything to substantiate the claim. However, a research study by Wendy Usrey in the Department of Economics at the Colorado State University, College of Business showed that "Rentals within ¼ mile of a sold home had a negative impact on price." My property, and most if not all the Emerald Forest neighborhood, **lies within a quarter mile of the proposed rental properties**. Hence I and my fellow Emerald Forest homeowners believe our concern that our property values will be reduced is valid.

I would also point out that it is not just the homeowners in Emerald Forest that are concerned. From the petitions that have been circulated, homeowners residing on Autumn Lane to the north, on Dustin Circle and N. Elm street to the west, and on Sequoyah, Apache, Arapaho and others to the south are also concerned about the negative impact of the proposed development and are opposed to the rezoning of 1500 E. Independence from R-1 to R-2.

On looking to these surrounding neighborhoods I would point out that 1500 E. Independence is almost completely surrounded by either R-1 or A-1 zoning: Emerald Forest to the east is R-1, Autumn Lane to the north is R-1, Dustin Circle and N. Elm street are R-1 and A-1 (according to the website) and it is R-1 on the south side of Independence. The exception is very small piece of C-1 zoning on the north-west corner of Elm and Independence. Thus, the current R-1 zoning is more consistent with the area than the proposed R-2 zoning.

In addition to the negative effect on home values, and possibly contributing to the negative impact rental property has, I and my fellow Emerald Forest homeowners are concerned about increased crime in our neighborhood because of the proposed rental development. Several of our homeowners moved to Emerald Forest from neighborhoods with increasing numbers of rental properties close by to escape the increasing crime rates. They also cited increasing noise and traffic. At least two of the homeowners have stated that they would sell and move elsewhere if the proposed rental development proceeds especially the kind of rental property allowed under R-2 zoning.

For those of us with homes on the west side of Mesa Verde (including myself) and those on the south end of Autumn Lane, properties that directly abut 1500 E. Independence, we are very concerned about the 10

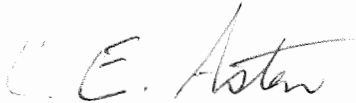
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JAN 11 2016
CITY CLERK

foot easement allowed under R-2 zoning compared to the 20 foot easement allowed under R-1. 10 feet is simply too close.

I and my fellow Emerald Forest homeowners have other concerns such as ensuring adequate planning for water run-off. However, these are tangential to the zoning question and will be addressed when the plans for R-1 development are presented.

I and my fellow Emerald Forest homeowners see no benefit, only detriment, with re-zoning. Therefore, to reiterate, I ask you to NOT APPROVE the deferral recommended by the City Planning Commission and to NOT APPROVE the proposed rezoning from R-1 to R-2 of 1500 E. Independence St.

Sincerely,

A handwritten signature in cursive script that reads "C. E. Aston". The signature is written in dark ink and is positioned above the typed name.

C. E. Aston
President of the Emerald Forest Homeowners' Association
Resident of 1516 Mesa Verde
Phone: 405 314-0737

cc'd City of Shawnee Mayor Wes Mainord,
City Manager Justin Erickson

To Whom it May Concern:

Subject::DEVELOPMENT OF PROPERTY OF FORMER CARPENTER ESTATE AND REZONING
FROM R 1 TO R 2.

I am a resident of Emerald Forest. My husband, Bob Peck and I chose to build a custom home here 18 years ago. We protest the development and rezoning of the Carpenter Property. We do not want duplexes and rentals next to our homes!! We are very proud of Emerald Forest. We have a very active Homeowners Association. We have near !00% participation in assessment of dues. We want to maintain the integrity of our homes ! Most all the homes here are custom built. To have rental property on our back side would devalue our homes.

Betty and Bob Peck
1706 Wildwood
Shawnee, Oklahoma, 74804

Betty A Peck
405-273-3449



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Subject::DEVELOPMENT OF PROPERTY OF FORMER CARPENTER ESTATE AND REZONING
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Betty and Bob Peck
1706 Wildwood
Shawnee, Oklahoma, 74804

Betty A Peck
405-273-3449



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CITY CLERK

January 9, 2016

City Commissioners
City of Shawnee Mayor Wes Mainord
City Manager Justin Erickson

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JAN 11 2016

CITY CLERK

Re: Rezone of property Case #P15-15

To Whom It May Concern:

We, Todd and Starla Howard, have lived in the neighborhood of Emerald Forest, for the past 10 years at 1704 Wildwood.

We have been informed as to the rezoning effort and are opposed to it. This is not a positive endeavor for our neighborhood of Emerald Forest on Mesa Verde and Wildwood.

This rezoning will draw additional traffic around the school, which is likely to present additional risk/danger to the health and safety of our children. This property is on a corner, at a bus stop, in a school zone; therefore, there is much concern for traffic and congestion. Flooding and drainage is also an issue for homes in Emerald Forest and surrounding neighborhoods. Crime is also another factor. Noise and other nuisances are other issues. Another huge concern is home value diminution for the homes in Emerald Forest as well as other nearby neighborhoods.

As homeowners and residents of Emerald Forest, we believe that the rezoning will have a significant impact on the character and quality not only of our neighborhood, but of the township as a whole. Fear of decreased property value and concern of investments are valid reasons and concerns for opposing this rezoning. This zoning change could adversely impact many neighborhoods in the township. The rezoning also may mean a tax increase. The new development may not enlarge the tax base enough to pay for the new schoolrooms and additional county services its residents may require. Rezoning can promote neighborhood decay and speed the demise of the single family neighborhood. Zoning is meant to preserve this, not endanger or attack this.

On another note, I have taught at Will Rogers Elementary School in the Shawnee Public School system for 20 years. In this time I have witnessed first hand these types of developments that come in to our communities and districts labeled "high income" but our community has never been able to support "high income" rental property and therefore become low income, Section 8, Native American, tribal housing. These developments also have a very high mobility rate which in turn effects a school system/district dramatically in a very negative way.

In the 20 years of teaching I have serviced these type families and have witnessed the high mobility rate at which these families move about the community. Will Rogers has gone from 32% free and reduced lunches to 97% free and reduced lunches based on poverty rate since properties such as these developed in our district. This is not beneficial to school

districts (test scores, class size, teacher student ratio, etc.). I also realize that many community members earn a living by buying, selling, building and renting properties such as these. We as a community cannot continue to cater to this endeavor. There is a healthy balance to be maintained (agricultural, residential, commercial, R-1, R-2, etc.). Our rental property percentage is just as much or more than our single family home properties.

This is why the planning committee, commissioners and mayor are in place to maintain this healthy balance. It is not a question of the quality of materials, craftsmanship or intent. It is a question of is this a healthy balance for our community, this particular neighborhood, location, school district, etc. The high mobility rate will also cause this development to decrease in appearance and value thus decreasing surrounding property values. We can also not compare Golden Acres or other developments such as these to the intended development. Each neighborhood, location, community, district has it's own individual impact and issues. Golden Acres is zoned much differently at a much higher standard than this intended development and has a very different impact on that area's property value.

This why we are here today to ask the committee, commission and mayor to please maintain a healthy balance and deny the rezoning of property case #P15-15.

Sincerely,



Todd Howard
1704 Wildwood
405-214-9414



Starla Howard
1704 Wildwood
405-214-9414

1513 Mesa Verde
Shawnee, OK 74804
January 10, 2016

7
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JAN 11 2016
CITY CLERK

RE: Rezoning 1500 E. Independence

Sent to Mayor Mainord, Commissioners Agee, Dykstra, Shaw, Hall:

We hope you will join us in our opposition to rezoning 1500 E. Independence from R-1 to R-2. We agree with most of the arguments and evidence you will read in other letters, but will repeat here the arguments we think are most weighty.

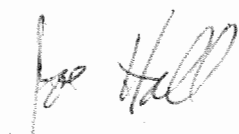
The property is in the midst of a sea of R-1 zoning, the exceptions being a former retirement residence just west of the lot and two duplexes on Elm. We believe that degrading this area with as many as 35 combined rental housing units is damaging to the area's future and possibly to its present status as a single-family residential area. The city commissioners, while needing to ensure the economic viability of Shawnee builders, should not let this concern cause you to lose sight of a major purpose of zoning, which is to preserve the integrity of residential areas.

We have maintained an active neighborhood association in Emerald Forest. We make certain that the neighborhood covenant is upheld and that standards of neatness are maintained. Whereas owners of single family units at 1500 Independence might be inclined to maintain such standards, many examples suggest that people in combined rental housing units would be less inclined to do so.

Finally, people on the west side of Mesa Verde, after dealing with excessive run-off from the 1500 E. Independence lot for years, could have housing units built within thirty feet of their back doors if the zoning is changed to R-2, since the set-back behind such houses is only ten feet and some of the Mesa Verde houses have only twenty feet behind their houses. This would be only one result of over-dense housing in this part of Shawnee, where single family units are the rule.

We hope that these concerns, along with issues described in other letters you have received, will lead you to reject the request to change the zoning from R-1 to R-2.

Sincerely,


Joe Hall


Ronda Hall

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JAN 11 2016

CITY CLERK

1504 Mesa Verde
Shawnee, Ok 74804
405-837-7891
9 January 2016

To: The Mayor, City Manager and City Commissioners of Shawnee, OK:

Subject: Rezoning of Property on Independence and Elm Street from R-1 to R-2

I found out by accident that a meeting was held by the Planning Commission without my knowledge concerning a change of Zoning on **property Formerly known as the "Carpenter Property" from R-1 to R-2 on 6 Jan 2016**. I never received a written notice from the Planning Commission stating "their desire to change zoning on this property" so I could "voice my opinion" about this situation. I should have received written correspondence from your committee concerning my property since I have lived in Emerald Forest on Mesa Verde for 16 years.

I cannot see why the Planning Commissioners thinks changing the Zoning from R-1 to R-2 is the correct thing to do considering the surrounding area is already zoned as R-1 "Residential". Having rental apartments placed in a residential area will hurt the resale value of Emerald Forest and the homeowner properties around it. It devalues the area. Because no one wants to live behind or in front of rental housing areas due to the noise, increased crime and a lack of enforcement of animal control.

The owners of the apartment area and the people renting there will have no stake in the property. The owners of the rental properties in Oklahoma City are constantly on the news about not keeping their properties up. Shawnee, I doubt will have a better outcome since more than likely the owners will not be from Shawnee. And even if they are from Shawnee-trying to force an owner to keep up their property is almost impossible.

I am asking the Commissioners not to approve the deferral because the will of the citizens were subjugated by the will of the Planning Commission.



Jenny Lou Adkison

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JAN 11 2016

CITY CLERK

Jan 10, 2016

Attn: Shawnee City Commissioners

As a homeowner in Emerald Forest and a member of the association my husband and I want to request that the rezoning of the property at Independence and Elm Street from R-1 to R-2 be rejected by the City Commissioners. We feel this change in zoning would not be an advantage for the people living in our zone. This could effect water flow and decrease the value of our homes in years to come.

Our property is in a Flood zone and with a heavy rain we have seen water from the creek about 80 feet from our back door. Our concern is with building multiple home in that area could change the flow of water and maybe increase the flow of water at the back of our home.

We also are concerned that if the homes built in that area are not in the price range of homes in this area that could affect the value of our home.

When this issue of rezoning comes before you please consider our concerns and reject rezoning at the corner of Independence and Elm Streets.

Jim & Shirley Grepsy
1712 Wildwood
Emerald Forest
405-273-0870

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To the Commission:

I simply ask that you do not rezone The property in question.

Having lived at 1710 Wildwood for going on 20 years, I do not see any advantage for myself or other residents in the area, in regard to having the property rezoned. I will skip the logical and obvious problems (you should hear scores of them), and ask instead who could possibly believe this is a good change that is being considered?

Thank you for your consideration. MK


1710 Wildwood (Mike Krutcher)
275-9408

January 07, 2016

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JAN 11 2016
CITY CLERK

Shawnee Planning Dept
Shawnee City Commissioners
Shawnee City Mayor

Re: Rezoning of property located at 1500 E Independence (Case #P15-15)

To Whom It May Concern:

We live at 1508 Mesa Verde in the neighborhood of Emerald Forest. We do not support the rezoning of the property listed above from R1 to R2. We believe that this rezoning will have a negative impact on the quality of the neighborhood & significantly bring down the property value of our home's.

We have amply rental property in Shawnee and we believe the city should be focusing on development of more single family home ownership housing additions.

Again, we ask that you do not approve the rezoning of this property!

Sincerely,

Carl & Jana Jacobs
1508 Mesa Verde
Shawnee, OK. 74804
405-761-8646

Handwritten signatures of Carl and Jana Jacobs. The signature for Jana is written above the signature for Carl.

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JAN 11 2016

CITY CLERK

City of Shawnee

Public Hearing Case #P15-15

11 Jan 2016

To: City of Shawnee City Commissioners, Mayor Wes Mainord, City Manager
Justin Erickson

I oppose rezoning of the location known as 1500 E, Independence St, Shawnee Ok. This location is classified as R-1 Single Family Residential District. The city planning commission wants to rezone this area to R-2 a combined residential district with a proposed use of the property as Duplex's. The duplex's will back up within 10 to 20 feet from my fence and this is will affect my property value, cause noise. My property tax's and my street will be affected more than I want. I thought when I bought my home it would be in a Single Family Resident District as I moved from the same kind of housing that is being proposed in Stillwater OK. The people living in the duplex's had two to three familys living in them and up to 6 vehicles parking in the street and on the grass and the noise was all times of the night. If this is rezoned to R-2 and duplex's are built this tax payer will be moving.



Arthur T. McSparen

1510 Mesa Verde

405-202-6268

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JAN 11 2016

CITY CLERK

City of Shawnee

Public Hearing Case #P15-15

11 Jan 2016

To: City of Shawnee City Commissioners, Mayor Wes Mainord, City Manager
Justin Erickson

I oppose rezoning of the location known as 1500 E, Independence St, Shawnee Ok. This location is classified as R-1 Single Family Residential District. The city planning commission wants to rezone this area to R-2 a combined residential district with a proposed use of the property as Duplex's. The duplex's will back up within 10 feet from my fence and this will affect my property value, cause noise. My property tax's and my street will be affected more than I want. I thought when I bought my home it would be in a Single Family Resident District. The people living in the duplex's can have three families living in them and up to 3 vehicles parking in the street and on the grass and the noise will be all the time of the night. I have had rental property and I had good renters that were run off because of the people that lived next door that were dealing and stealing from the neighbors. If this is rezoned to R-2 and duplex's are built this tax payer will be totally unhappy. I feel that I should be represented in my request by the city of Shawnee Ok for this to remain R-1!



Glen Parsons

1512 Mesa Verde

405-830-3726

RECEIVED

JAN 11 2016

CITY CLERK

January 10, 2016

City of Shawnee

Re: Rezone of property Case #P15-15

To Whom It May Concern:

We, William and Coleen Chapman are the owners of the home and property at 1701 Autumn Lane in the Briarwood Addition. Our property lies directly north of the property being considered for rezoning. We have lived here for 22 years, and have lived in the neighborhood a total of 26 years. We have maintained a portion of the property in question for the 22 years we have lived at 1701 Autumn Lane, providing lawn care to the area up to and the tree line behind our home.

We have been informed of the efforts to rezone the property adjacent and directly south of our property from single residence homes to that of multiple family residences. We are opposed to this effort. This proposed project is not a positive one for our neighborhood in the Briarwood Addition, nor is it beneficial to the surrounding neighborhoods.

Our primary concern involves the devaluation of our property with the construction of smaller duplexes of far lesser value than our home. Also, the probability that these duplexes will become rental property which will lead to further devaluation of all properties in this area is a concern. We understand that included in the proposal is a children's park. Although we are not opposed to children's parks in general, we feel and have seen evidence in other neighborhoods that many times neighborhood parks fall into disrepair from vandalism and lack of upkeep – this is especially concerning in a neighborhood with rental properties.

Another issue is the problem with drainage and flooding on Autumn Lane which is likely to worsen with development of this area directly south of our property. In the wooded area behind us is a low lying creek bed – developing this area would change this natural landscape and the benefits that the creek provides for natural

drainage to the area. Raising the ground level in this area would impair the already compromised drainage leading to potential flooding on Autumn Ln. Preservation of the creek bed and the area surrounding the creek should be considered a high priority in any development plan for this area.

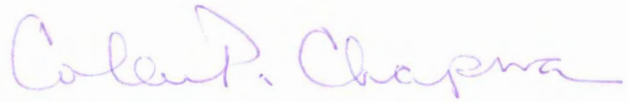
We believe that the rezoning will have a detrimental effect on the quality of our neighborhood and on the surrounding neighborhoods. We have invested in a quality neighborhood and do not wish for property values to decrease. As this area proposed likely will be marketed towards families, the school system will need to adjust, the possibility of needing to add schoolrooms to accommodate more students leading to a need for more taxes to pay for this and for other city services to the area.

Because of the reasons mentioned above, we do not support rezoning Case #P15-15.

Sincerely,



William A. Chapman
1701 Autumn Lane
(405)275-4743



Coleen P. Chapman
1701 Autumn Lane
(405)275-4743

From concerned citizens and home owners to the City of Shawnee Case #P15-15

Notice is hereby given to the Commissioners of the City of Shawnee that the following citizens
OPPOSE the proposed Rezone of property located within the City of Shawnee.

RECEIVED

The property requesting rezoning is described as follows:

JAN 11 2016

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/4 SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning.

CITY CLERK

General Location Known As: 1500 E. Independence St., Shawnee, OK
Current Zoning Classification: R -1; Single Family Residential District
Requested Zoning Classification: R-2: Combined Residential District
Proposed Use of Property: Duplex
Applicant: The Landrun Group, LLC

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build.

Name	Address	Phone	Date
(M. Lipe)	14 Sequoyah Blvd	760-7721	1/10/16
Garth Lipe	" "	273-1993	1/10/16
Don Dill	✓	974-1005	1/10/16
Don Dill	12 Sequoyah	575-6722	1/10/16
Haran Koff	13 Sequoyah	878-6922	1/10/16
Don Dill	6 Sequoyah	481-3888	1/10/16
Don Dill	6 Sequoyah	915-9562	1/10/16
Ray Askay	4 Sequoyah Blvd	405-273-1759	1-10-16
Marie Askay	4 Sequoyah Blvd	405-273-1759	1-10-16

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Name	Address	Phone	Date
Betty Williams	20 Arapaho	273-25-75	1/10/16
General Lamascus	22 Arapaho Dr	432-9874	1/10/16
Sherril Lamascus	22 Arapaho Dr.	405-481-3903	1/10/16
Holone Prusti	20 Arapaho	405-273-7449	1/10/16
Larry Bol	19 Kiowa		1-10-16
Sharon King	23 "		1-10-16
John McLean	27 Kiowa	405-397-4365	1-10-16
Keene Lardy	24 Kiowa	405-481-0954	1-10-16
Patti's Hise	22 Kiowa	405-481-7105	1-10-16
Sue Gorman	8 Kiowa	405-273-1651	1-10-16
Charles Gorman	8 Kiowa	405-273-1651	1-10-16
ALLEN KRAUSE	4 Kiowa	405-273-3562	1-10-16
Barbara Johnson	2 Larkins Pl		
JAMES LYONS	10 LARKINS PLACE	405-273-4629	1-10-16
Kay Lyons	10 Larkins Place	273-4629	1-10-16
Audrey McLean	15 Larkins Pl	214-7771	1-10-16
YCH H	9 Larkins Pl	479-264-1804	1-10-16
Dean Clark	1501 West Lark	405-563-3008	1-10-16
Frank & Cileen Clark	2 Larkins	405-273-2622	1/10/16

From concerned citizens and home owners to the City of Shawnee Case #P15-15

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RECEIVED

JAN 11 2016

CITY CLERK

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Name	Address	Phone	Date
RAY DEES	6005 N BRYAN	255703916	1-9-16
Jance Deas	1 Arapaho Dr.	405-275-0577	1-9-16
Claude Jordan	3 Arapaho	405-833-8958	1/9/2016
Tom Stewart	5 Arapaho Dr.	405-275-6032	1/9/16
Joyce Stewart	5 Arapaho Dr.	405-275-6032	1/9/16
Lebbie McDaniel	9 Arapaho Dr.	405- none	1/9/16
Howard McDaniel	9 Arapaho Dr.		1/9/16
Brianne Darling	"	405-877-0666	1/9/16
Dale Keese	10 Arapaho Dr.	405-314-6827	1-9-16

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build. We oppose the proposed rezoning of Case#P15-15 from R-1 to R-2 .

Name	Address	Phone	Date
Courtney Dodson	1 Apache Ln. Shawnee, ⁷⁴⁸⁰¹ OK	580-387-9037	01/09/16
Clinton B. Eddy	2 Apache St	405-618-7078	01/09/16
Loretta Bradley	5 Apache	273-0570	1-9-16
Jane Lauderdale	4 Orange Shawnee, OK 74801	273-9295	1-9-16
John D. Dink	28 Apache	365-8744	1-9-16
Jim (C)	30 Apache	214-0028	1/9/16
Reg W. P.	32 Apache	418-8420	1/9/16
Jesse Kuter	34 Apache	889-6104	1/9/16
Tom Miller	34 Apache	915-9026	1/9/16
Jeff Morgan	40 Apache	637-1851	1-10-16
Mike Quint	33 Apache	273-6786	1-10-16
Leifurians	1000 E 2nd	273-6427	1-1-16
Barbara Johnson	23 Apache Dr.	(405) 414-8802	1/10/15
Michael Fleming	1 Kiowa	432 5023	1/10/16
Cyler Fleming	1 Kiowa	765-2152	1-10-16
W. J.	5 Kiowa	256-3561	1-10-16
W. J.	5 Kiowa	306 7197	1-10-16
Aaron Rowley	7 Kiowa	990-7468	1-10-16
Marsha Rowley	7 Kiowa	227-1460	1-10-16
Ray Jek	11 Kiowa	550 0902	1-10-16

From concerned citizens and home owners to the City of Shawnee Case #P15-15

Notice is hereby given to the Commissioners of the City of Shawnee that the following citizens
OPPOSE the proposed Rezone of property located within the City of Shawnee.

RECEIVED

JAN 11 2016

The property requesting rezoning is described as follows:

CITY CLERK

A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/4 SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on the North line of the S/2 SE/4; thence N89°19'27"E a distance of 397.66 feet; thence S00°16'33"E a distance of 1314.50 feet; thence S89°43'27"W a distance of 397.66 feet to the point of beginning.

General Location Known As: 1500 E. Independence St., Shawnee, OK
Current Zoning Classification: R -1; Single Family Residential District
Requested Zoning Classification: R-2: Combined Residential District
Proposed Use of Property: Duplex
Applicant: The Landrun Group, LLC

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build.

Name	Address	Phone	Date
Wayne County	4 DUSTIN CIRCLE	2730439	
Greg Wall	9 Dustin Circle	273 641-0198	1-10-16
Karen Wall	" " "	227-4705	1-10-16
Michael Butcher	7 Dustin Circle	640-7904	1/10/16
Tom Veely	1816 N ELM	405-474-3639	1/10/16
Robert Spanbauer	1808 N. ELM	405-924-2588	01/10/2016

From concerned citizens and home owners to the City of Shawnee Case #P15-15

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Name	Address	Phone	Date
Shelley Hembree	1702 Autumn Lane	405-317-1290	1-9-16
Rob Hembree	1702 AUTUMN LANE	" 625-4281	1-9-16
John Smith	1703 Autumn Lane	405 249 5543	1-9-16
Ron Smith	1703 Autumn Ln	405 273 0713	1/9/16
Julie Columbus	1705 Autumn Ln.	405-808-6320	1/9/16
Lydia Smith	1707 Autumn Ln	405 584-2951	1/9/16
Tawa Anderson	1708 Autumn Lane	405-481-7421	1/9/16
Vanessa Anderson	1708 Autumn Lane	405-481-7421	1/9/16
Kathy Santino	1712 Autumn Lane	405-620-7811	1/9/16

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[illegible]

From concerned citizens and home owners to the City of Shawnee Case #P15-15

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Name	Address	Phone	Date
C. E. Artan	1516 Mesa Verde	405 878 8082	1/9/2016
Bonnie Boone	1516 Mesa Verde	405 823-3546	1/9/2016
Lege Shaw	1714 Wildwood	405-584-9505	01-09-16
John Simon	1709 Wildwood	405-275-3705	1-9-16
Sherley Gregory	1712 Wildwood	405-273 0840	1-9-16
Jim Gregory	1712 Wildwood	405 273 0820	1-9-16
Art McSparran	1510 MESA VERDE	405-202-6268	1-9-16
D. H. H.	1711 Wildwood	405 830-9653	1-9-16
Bill McCain	1502 Mesa Verde	405-223-8246	1-9-16

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Name	Address	Phone	Date
GLEN PARSONS	1512 MESA VERDE	830-3726	1-9-16
Starla Howard	1704 Wildwood	214-9414	1-9-16
JOE HALL	1513 MESA VERDE	203-1319	1-9-16
JoAnn Burnett	1500 Mesa Verde	343-8435	1-9-16
Bobby Burnett	1500 mesa verde	343 8809	1-9-16
Juan Pech	1508 Mesa Verde	761-8646	1-9-16
Jenny Adkins	1504 Mesa Verde	273-7891	01-09-16
Carl Jacob	1508 Mesa Verde	761-4044	1-9-16
Jim K	1514 Mesa Verde	380-3236	1-9-16
Sammy Paez	1514 mesa Verde	249-6904	1-9-16
Todd Howard	1704 W. Wildwood	214-9414	1-9-16
Betty Beck	1704 Wildwood	273-3449	1-9-16
Jerry Gentry	1708 Wildwood	596-0980	1-9-16
Robert Gentry	1712 Wildwood	273-5883	1-9-16
Bobby C. Blair	1716 Wildwood	214-9765	1-9-2016
Chris Anthony	1720 Wildwood	512-1543	1-9-2016
R. W. Vanzant	1715 wildwood	273-5994	1-9-2016
Sandra Vanzant	1715 Wildwood	273-5994	1-9-2016
Sandra Hall	1513 Mesa Verde	788 9465	1-10-16
Shonita Felt	1511 Mesa Verde	788-8155	1-10-16
Myra W	1707 Wildwood	(405) 613-9837	1/10/16

We the following live in the residential area whose property values and life would be adversely affected by the proposed change in the zoning. We feel that the City of Shawnee Commissioners are public servants elected to represent the citizens of Shawnee especially the stakeholders who are property owners that would be directly affected. We respectfully request that you as Commissioners follow the will of the people and not developer/speculators that do not plan on living in the habitats that they build. We oppose the proposed rezoning of Case#P15-15 from R-1 to R-2 .

[illegible]

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING 660 FEET N89°43'27"E OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SW/C SE/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE N00°16'33"W A DISTANCE OF 1314.50 FEET TO A POINT ON THE NORTH LINE OF THE S/2 SE/4; THENCE N89°19'27"E A DISTANCE OF 397.66 FEET; THENCE S00°16'33"E A DISTANCE OF 1314.50 FEET; THENCE S89°43'27"W A DISTANCE OF 397.66 FEET TO THE POINT OF BEGINNING, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM R-1; SINGLE FAMILY RESIDENTIAL DISTRICT TO R-2; COMBINED RESIDENTIAL 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 January, 2016, upon an application to grant a permissive use permit on property located in the City of Shawnee, Oklahoma to R-2 Combined Residential District; and,

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said property to be rezoned as considered.

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND DESCRIBED AS BEGINNING 660 FEET N89°43'27"E OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SW/C SE/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE N00°16'33"W A DISTANCE OF 1314.50 FEET TO A POINT ON THE NORTH LINE OF THE S/2 SE/4; THENCE N89°19'27"E A DISTANCE OF 397.66 FEET; THENCE S00°16'33"E A DISTANCE OF 1314.50 FEET; THENCE S89°43'27"W A DISTANCE OF 397.66 FEET TO THE POINT OF BEGINNING, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA. ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM R-1; SINGLE FAMILY RESIDENTIAL DISTRICT TO R-2; COMBINED RESIDENTIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 19th day of January, 2016.

WES MAINORD, MAYOR

(SEAL)
ATTEST:

PHYLLIS LOFTIS, CMC
CITY CLERK

Approved as to form and legality this 19th day of January, 2016.

MARY ANN KARNS
CITY ATTORNEY

Regular Board of Commissioners

13.

Meeting Date: 01/19/2016

P16-15 2202 N Leo

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

A public hearing and consideration of an ordinance to rezone property located at 2202 North Leo Street from R-1; Single Family Residential District to R-2; Combined Residential District. Case No. P16-15

Applicant: Darrin Marical

Attachments

P16-15 Staff Report

P16-15 Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
CITY OF SHAWNEE
PLANNING COMMISSION

RECOMMENDATION FROM:

SUBJECT:

APPLICANT: Darrin Marical
FOR: Rezone from R-1; Single Family Residential District
to R-2; Combined Residential District
LOCATION: 2202 N. Leo St., Shawnee, OK
PROJECT#: 151249 Case# P16-15

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: R-1; Single Family Residential District
REQUESTED CLASSIFICATION: R-2; Combined Residential District
PROPOSED PROPERTY USE: Duplex

PLANNING COMMISSION MEETING DATE: January 6th, 2016

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION: *MEMBERS PRESENT:* 7

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

RESPECTFULLY SUBMITTED,
Cheyenne Lincoln
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



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

STAFF REPORT
REZONE
CASE #P16-15

TO: Shawnee Planning Commission

AGENDA: January 6, 2016

RE: Rezone Request - R1: Single Family Residential District to R2:
Combined Residential District

PROPOSAL

The applicant is requesting a rezone from R1: Single Family Residential District to R2: Combined Residential District to develop a Duplex Home. The subject site is approximately 15,000 square feet in size and is generally located on the South East corner of Leo and Franklin.

GENERAL INFORMATION

Applicant	Darrin Marical
Owner	Marical Brothers Real Estate
Site Location/Address	2202 N. Leo
Current Site Zoning	R1: Single Family Residential District
Proposed Zoning	R2: Combined Residential District
Property Area	15,000 Square Feet
Current Use	Single Family Residential
Proposed Use	Multifamily and Single Family Residential homes
Comprehensive Plan Designation	Residential

Existing Land Use	Residential
Surrounding Land Use	Residential/Rural Agricultural
Surrounding Zoning	I2: Light Industrial R1: Single Family Residential R2: Combined Residential

STAFF REVIEW AND ANALYSIS

The applicant is requesting approval to rezone from R-1 (Single Family Residential) to R-2 (Combined Residential District) in order to develop one (1) duplex home. According to the applicant there would not be a limitation to who would be able to rent the duplex. The applicant has purchased the subject property making this site independently owned. Though surrounded mostly by R-1 (Single Family Residential), by Ordinance #2295NS, the properties directly south were rezoned to R-2 (Combined Residential) on February 5th, 2007 to allow the development of duplexes.

Being that the subject site exists on the periphery of R-1 zoning, is minimal in nature with one (1) duplex, and remains consistent with the R-2 allowance in the immediate area, Staff does recommend approval.

No formal written protests have been received.



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

Also, based on the consistency with the Shawnee Comprehensive Plan and the Shawnee Zoning Code, Staff does hereby recommend approval on the proposed zone change from R1 (Single Family Residential) to R2 (Combined Residential District).

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed rezone from **R1 (Single Family Residential)** to **R2 (Combined Residential District)** for the subject property.

Attachments

1. Figure 1: Aerial view of site
2. Figure 2: Zoning Map
3. Figure 3: Future Land Use Map

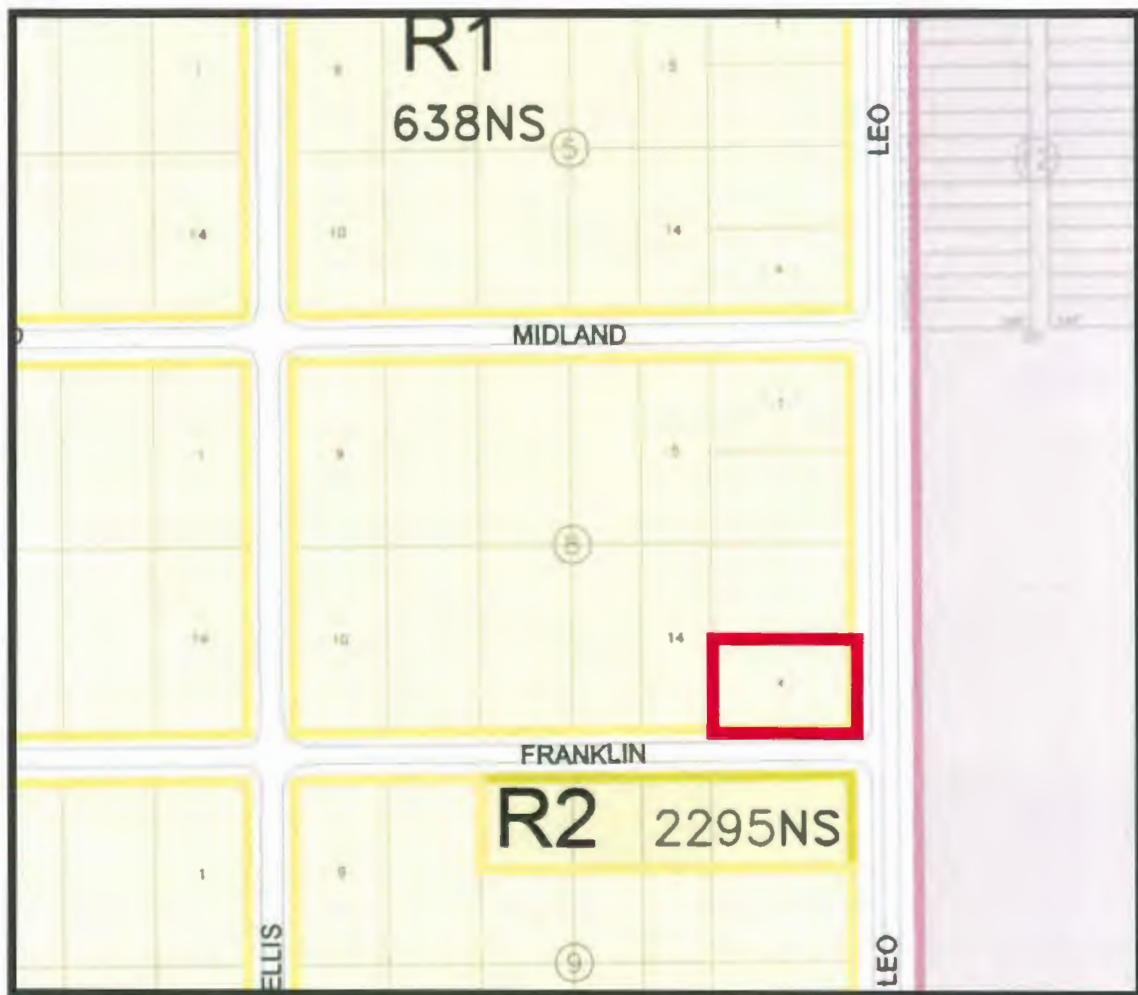


Figure 2: Zoning Map of site – approximate total area outlined in red.

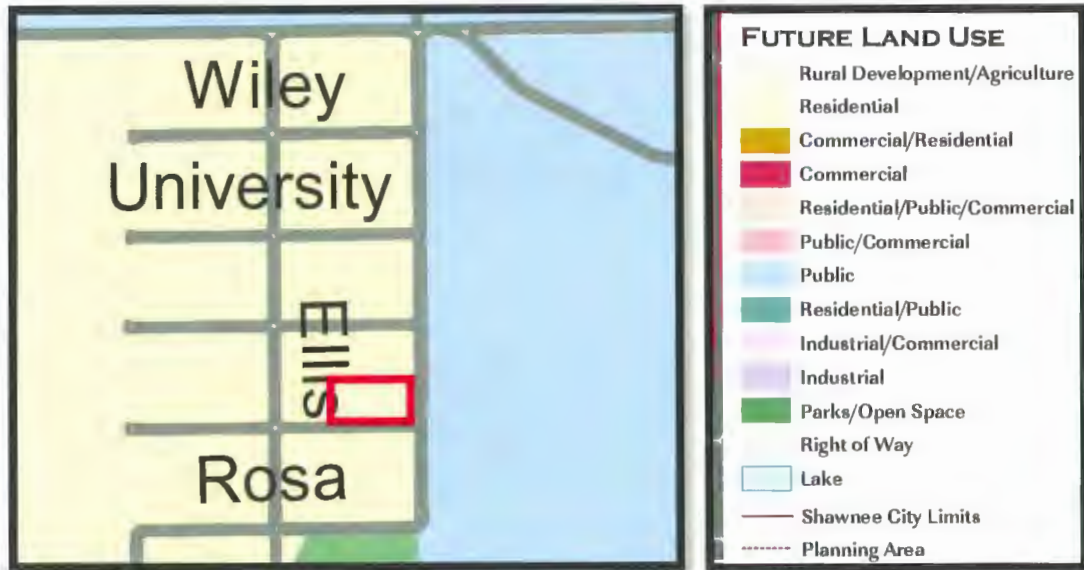


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map – approximate total area outlined in red

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P16-15

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 Four (4), Block Eight (8), GOLDEN ACRES ADDITION, to Shawnee, Oklahoma, according to the recorded plat thereof.

General Location Known As:	<u>2202 N. Leo St., Shawnee, OK</u>
Current Zoning Classification:	<u>R-1; Single Family Residential District</u>
Requested Zoning Classification:	<u>R-2; Combined Residential District</u>
Proposed Use of Property:	<u>Duplex</u>
Applicant:	<u>Darrin Marical</u>

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

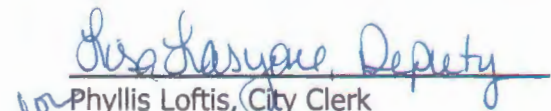
The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

January 6 th , 2016	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
January 19 th , 2016	AT 6:30 P.M.:	CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the 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 11th day of December, 2015.




for Phyllis Loftis, City Clerk

Location Map
Case #P16-15



CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

PLANNING DEPARTMENT
PHONE: (405) 878-1616
FAX: (405) 878-1587

PLANNING COMMISSION APPLICATION
PROJECT NO. 151249 CASE NO. P16-15

REQUEST:

Rezoning X Rezoning w/Conditional Use Permit _____ Conditional Use Permit _____
Planned Unit Development _____

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from R-1 District to R-3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 2202 North Leo

LEGAL DESCRIPTION: Lot Four (4), Block Eight (8), Golden Acres ^{Addition}

PROPERTY OWNER (S): Marical Brothers Real Estate, LLC

PROPERTY AGENT (APPLICANT): Darvin Marical

APPLICANT'S ADDRESS: 16759 CR 3520

CITY: Ada **STATE** OK **ZIP** 74820

EMAIL ADDRESS: darvin@maricalbrothers.com

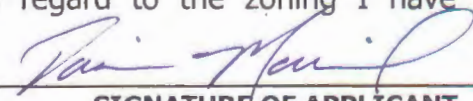
TELEPHONE NUMBER: (580) 332-3061 **CONTACT NUMBER:** (580) 320-3520

DIMENSIONS OF PROPERTY: AREA 15,000 WIDTH 150'
LENGTH 100' FRONTAGE _____

CURRENT ZONING: R-1 **CURRENT USE:** Single Family

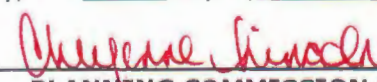
PROPOSED ZONING: R-2 **PROPOSED USE:** Duplex

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.


SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 7th day of December 20 15


PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 01823068

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.:** _____

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

By: 
Jason Waldrup
Abstractor License No. 1400
OAB Certificate of Authority # 017
File No. 2094320-SH99

OWNERSHIP LIST**ORDER NO. 2094320****DATE PREPARED: December 7, 2015
EFFECTIVE DATE: November 30, 2015 at 7:30 am.**

OWNER	LOT	BLK	ADDITION
MARICAL BROTHERS REAL ESTATE LLC 16759 COUNTY ROAD 3520 ADA OK 74820	4	8	GOLDEN ACRES
HOLUBY ANITA (CULLY) & GLEN KERNELL ETAL C/O NORMA HOPKINS 2541 NW 24TH ST OKC OK 73107-0000	1,2, & 5	8	GOLDEN ACRES (LOTS 1 & 2 & 5
ROBERTS JOHN BRUCE 1714 W FRANKLIN SHAWNEE OK 74801-0000	3 & 14	8	GOLDEN ACRES
BALDWIN RYAN 1729 W MIDLAND SHAWNEE OK 74804-0000	6 & 7	8	GOLDEN ACRES
ROBERTS R DOYLE & SHIRLEY 1733 W MIDLAND SHAWNEE OK 74801-0000	8	8	GOLDEN ACRES
WATSON JO ELLEN TRUST 606 N KICKAPOO SHAWNEE OK 74801-0000	10 & 11	8	GOLDEN ACRES
ROBERTS JOHN B 1714 W FRANKLIN SHAWNEE OK 74804-0000	12 & 13	8	GOLDEN ACRES
DOCKREY JACK 41297 BENSON PARK RD SHAWNEE OK 74801-0000		9	GOLDEN ACRES (LOT 1 & N1/2 LOT 5)
KOEHLER DAVID & PATRICIA A 2103 N LEO SHAWNEE OK 74801-0000		9	GOLDEN ACRES (LOT 2 & S1/2 LOT 5)
PARSON LEINDA SUE & EMILY SUE 2110 N LEO SHAWNEE OK 74804-0000		9	GOLDEN ACRES (LOT 3 & N/2 LOT 14)
DOCKREY JACK 41297 BENSON PARK RD SHAWNEE OK 74801-0000		9	GOLDEN ACRES (N1/2 LOT 6)
DRUMMOND MARK & JENNIFER 2103 N LEO SHAWNEE OK 74804-0000		9	GOLDEN ACRES (S1/2 LOTS 6 & 7)
DOCKREY JACK 41297 BENSON PARK RD SHAWNEE OK 74801-0000		9	GOLDEN ACRES (N1/2 OF LOT 7)
MARTIN CLETA LIVING TRUST CLETA MARTIN TRUSTEE 44 SERENADA CT SHAWNEE OK 74804-0000	8	9	GOLDEN ACRES

DRUMMOND MARK & JENNIFER 2103 N LEO SHAWNEE OK 74804-0000		12 & 13	9	GOLDEN ACRES
CITY OF SHAWNEE P O BOX 1448 SHAWNEE OK 74802-1448				S1/2 OF THE NW/4 SEC 12-10N-3E

UNIFORM ABSTRACT CERTIFICATE

APN NO. 1294-14-419-7110

STATE OF OKLAHOMA)
OKLAHOMA COUNTY)

The undersigned **First American Title & Trust Company** hereby certifies that:

1. There is shown herein a true and correct abstract of all instruments filed for record or recorded in the Office of the County Clerk of said County during the period covered by this Certificate which affect title to the following described real estate:

Pursuant to O.A.C. 5:11-3-9(4)(D) this abstract has been prepared for a fee simple estate, less and except oil, gas and other mineral interests. All instruments covering oil, gas and other minerals, including but not limited to deed, grants, leases, assignments and releases thereof, have been omitted.

2. The records of the Court Clerk and the County Clerk of said County disclose that there are no executions, court proceedings or suits pending in any of the Courts of record in said County, nor liens of any kind affecting the title to said real estate, and there are no judgments or transcripts of judgments, indexed and docketed on the judgment docket, against any of the within named fee owners, affecting the title to said real estate, except as shown in this abstract:

2-A. The records of the Office of the United States District Court for the Western District of Oklahoma disclose that there are no judgments docketed, suits pending, or bankruptcy proceedings upon or affecting the real estate described herein, as against any of the within named fee owners,

EXCEPT AS SHOWN HEREIN.

3. The records of the Office of the County Treasurer of said County disclose that:

a. Said real estate has been assessed for ad valorem taxes for each year covered by this Certificate for which ad valorem taxes could be a lien against said real estate, and there are no ad valorem taxes levied against said real estate, due and unpaid, which are a lien on said property, nor tax sales thereof unredeemed, nor tax deeds given thereon, except as shown in the abstract;

b. And there are no unpaid special assessments certified to the County Treasurer, due and unpaid nor tax sales thereof unredeemed, nor tax deeds given thereon, except as shown in the abstract; and there are no unpaid personal taxes which are a lien on said real estate, except:

AND PRIOR YEARS AD VALOREM TAXES, PAID.

There are no unmatured special assessments, except as shown above.

4. The undersigned is a duly qualified and lawfully bonded abstractor, who is granted a Certificate of Authority in accordance with the Statutes of the State of Oklahoma to engage in the business of abstracting, and whose bond is in force at the date of this Certificate. The undersigned has a set of indexes in compliance with Title 1 of the Oklahoma Statutes, compiled from the records of said County and not copied from the indexes in the Office of the County Clerk and the searches covered by this Certificate reflect the records of said County and are not restricted to the indexes in the Office of the County Clerk.

This Certificate covers sheets No. to , both inclusive, and covers the period from to at **7:30 A.M.**

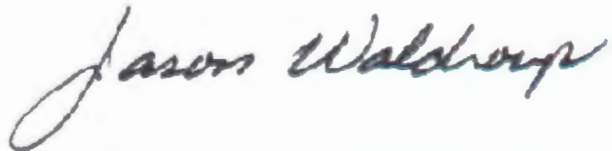
Date of issuance: December 03, 2015

Countersigned:

By: _____
Jason Waldroup
Abstractor License No.
OAB Certificate of Authority No. 0049
File No. 2095012-OK12
OAB-017 (September 1, 2010)

FIRST AMERICAN TITLE & TRUST COMPANY

By:



Jason Waldroup, Vice President

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 FOUR (4), BLOCK EIGHT (8), GOLDEN ACRES ADDITION, TO SHAWNEE, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, REZONING SAID PROPERTY FROM R-1; SINGLE FAMILY RESIDENTIAL DISTRICT TO R-2; COMBINED RESIDENTIAL 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 January, 2016, upon an application to grant a permissive use permit on property located in the City of Shawnee, Oklahoma to R-2 Combined Residential District; and,

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said property to be rezoned as considered.

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 FOUR (4), BLOCK EIGHT (8), GOLDEN ACRES ADDITION, TO SHAWNEE, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, REZONING SAID PROPERTY FROM R-1; SINGLE FAMILY RESIDENTIAL DISTRICT TO R-2; COMBINED RESIDENTIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 19th day of January, 2016.

WES MAINORD, MAYOR

(SEAL)
ATTEST:

PHYLLIS LOFTIS, CMC
CITY CLERK

Approved as to form and legality this 19th day of January, 2016.

MARY ANN KARNS
CITY ATTORNEY

Regular Board of Commissioners

14.

Meeting Date: 01/19/2016

Sales Tax 01/2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received January 2016.

Attachments

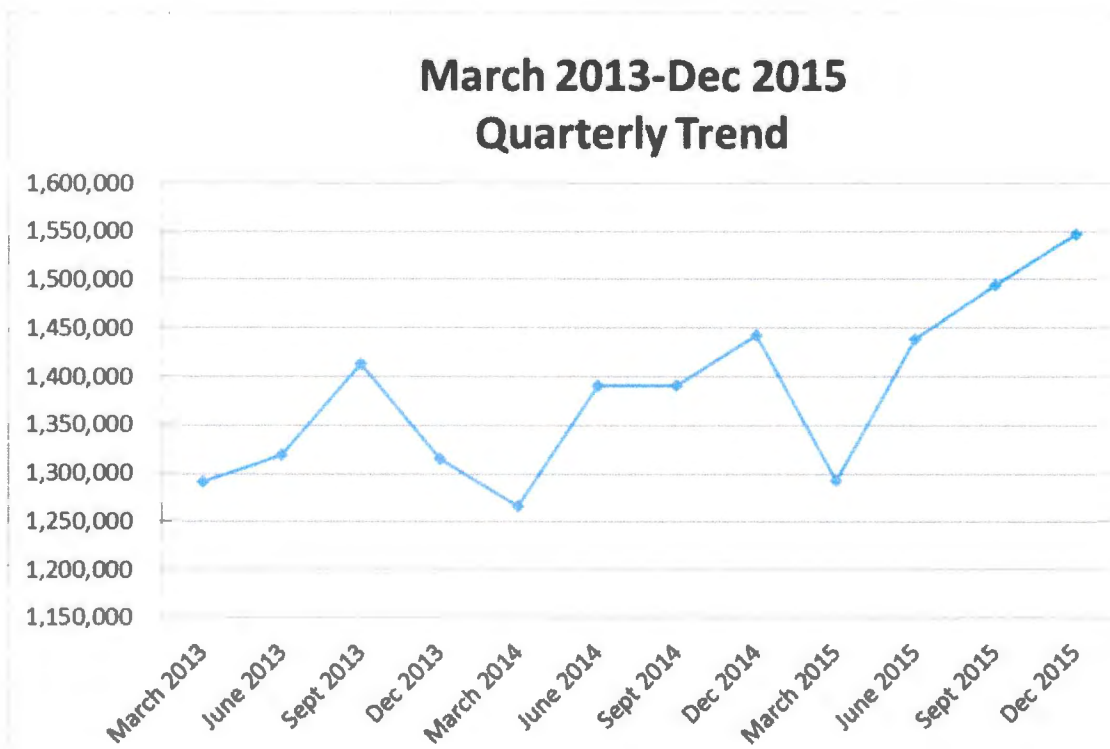
Sales Tax 01/2016

City of Shawnee Memorandum



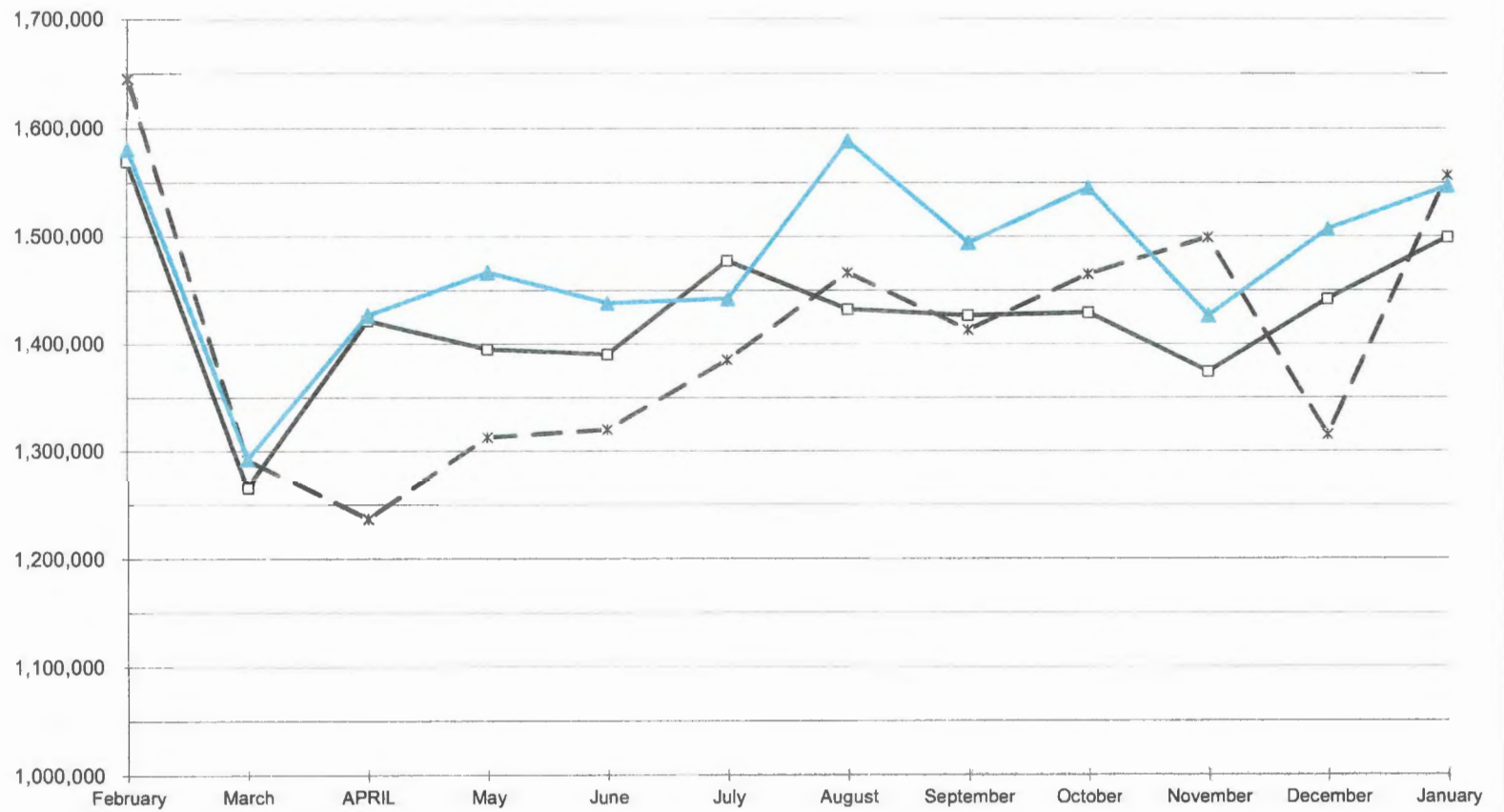
To: Mayor and City Commissioners
CC: Justin Erickson, City Manager
From: Cynthia S. Arnold, Finance Director
Date: January 6, 2016

January sales tax collected was \$1,546,951 up \$47,884 or 3.19% over last year. For fiscal year 2015-2016 we are up 4.66% over fiscal year 2014-2015



	February 2013	February 2014	February 2015	Increase	(Decrease)
	through	through	through	Over Prior Year	
Month	January 2014	January 2015	January 2016	Amount	Percentage
February	1,645,070	1,569,453	1,580,604	11,151	0.71%
March	1,291,532	1,265,687	1,292,781	27,093	2.14%
APRIL	1,236,564	1,421,540	1,426,451	4,911	0.35%
May	1,312,710	1,394,972	1,466,536	71,564	5.13%
June	1,319,813	1,390,155	1,438,144	47,989	3.45%
July	1,385,055	1,477,552	1,442,218	(35,334)	(2.39%)
August	1,466,250	1,432,227	1,588,410	156,183	10.90%
September	1,412,708	1,426,359	1,494,203	67,844	4.76%
October	1,465,063	1,428,921	1,545,245	116,324	8.14%
November	1,499,183	1,374,143	1,426,192	52,049	3.79%
December	1,315,025	1,441,774	1,506,784	65,010	4.51%
January	1,556,616	1,499,067	1,546,951	47,884	3.19%
Total	16,905,589	17,121,849	17,754,517	632,669	3.70%
		Prior Year	Current Year	Increase	(Decrease)
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		10,080,043	10,550,002	469,960	4.66%

Sales Tax -Feb 2013-Jan 2016



—x— February 2013 through January 2014
—□— February 2014 through January 2015
—△— February 2015 through January 2016

Regular Board of Commissioners

15.

Meeting Date: 01/19/2016

CM Update

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Update

Attachments

No file(s) attached.
