

AGENDA
BOARD OF CITY COMMISSIONERS
JANUARY 14, 2019 AT 6:00 P.M.
RESCHEDULED FROM JANUARY 22, 2019
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Consider approval of Consent Agenda:

a. Minutes from the December 17, 2018 regular meeting.

b. Acknowledge the following reports and minutes:

- License Payment Report for December 2018
- Project Payment Report for December 2018
- Shawnee Community Beautification Committee Minutes from November 15, 2018 meeting
- Planning Commission Minutes from December 5, 2018 meeting

c. Mayor's Appointment:

Shawnee Urban Renewal Authority

Renee Wortham 2nd Full Term Expires 02/02/2022
Reappointment

Shawnee Housing Authority

Michael Vorndran 1st Full Term Expires 02/04/2022
Reappointment

d. Authorize staff to purchase two used vehicles for use as canine units in the total amount of \$33,590.00 [(1) 2017 Ford Interceptor SUV for \$15,795.00 and (2) 2016 Ford Interceptor SUV for \$17,795.00]

e. Authorize staff to enter into a contract with Meshek & Associates, LLC for the Right-of-Way Acquisition for the Kickapoo Project J/P 32255(04).

f. Authorize staff to solicit bids from qualified individuals for the leasing of the Regional Park Property for the purpose of pasture land.

g. Budget Amendment – Fund 301
To revise budgeted revenue estimates and adjust capital spending in accordance with budgeted revenues.

- h. Acceptance of a Utility Easement located at 3306 North Kickapoo, Suite 150.
- 2. Presentation by Animal Control to present the Pet of the Week.
- 3. Citizens Participation
 - (A three minute limit per person)
 - (A twelve minute limit per topic)
- 4. Mayor's Proclamation:
 - "Support of the United States Census Bureau"
- 5. Consideration of approval of a Final Plat for Belmont Park Addition Phase II located at the Southwest Quarter of Section 2, Township 10 North, Range 3 East. Case No. S12-18. Project No. 181084. Applicant: Belmont Park Villas, LLC.
- 6. Consider a resolution supporting the consideration of an agreement between Shawnee Civic and Cultural Development Authority and Global Spectrum LLC dba Spectra for management services of the Shawnee Heart of Oklahoma Exposition Center.
- 7. Discussion and consideration of an ordinance establishing regulations regarding the position and method of turning and required signals of motor vehicles; and also providing for severability, codification, and repealer; and declaring an emergency.
- 8. Discussion and consideration of an ordinance creating a parks and recreation committee.
- 9. Discussion and consideration of an ordinance regulating the possession of controlled dangerous substances; and also providing for severability, codification, and repealer; and declaring an emergency.
- 10. Discussion and consideration of an ordinance repealing certain portions of Article VIII, Chapter 8; providing for severability; and declaring an emergency.
- 11. Discussion and consideration of an ordinance providing for the closing of a public easement situated within portions of Lot 2 and Lot 3, Villagio Addition Section Number 1 Shawnee, Pottawatomie County, Oklahoma; and declaring an emergency.
- 12. Acknowledge monthly Sales Tax and City Treasurer Report.
- 13. New Business
 - (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
- 14. Commissioners Comments

15. Adjournment

Respectfully submitted

Lisa Lasyone, CMC, City Clerk

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

Regular Board of Commissioners

1.a.

Meeting Date: 01/14/2019

CC Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the December 17, 2018 regular meeting.

Attachments

CC Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
DECEMBER 17, 2018 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, December 17, 2018 at 6:00 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance.

Richard Finley
Mayor

Ed Bolt
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Don Lynch, Emergency Management
Director

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the December 3, 2018 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for November 2018
 - Project Payment Report for November 2018
 - Planning Commission Minutes from October 3, 2018 meeting
 - Wes Watkins Reservoir Oversight Committee Minutes from December 7, 2017 meeting

- Wes Watkins Reservoir Oversight Committee Minutes from November 2, 2018 meeting
- c. Acknowledge letter from YMCA releasing use of public property and facilities owned by the City of Shawnee, known as Milstead Park and Lilac Park.
- d. Approve an Addendum to Agreement with YMCA for the term July 1, 2018 through June 30, 2019 regarding the use of public property and facilities owned by the City of Shawnee.
- e. Lake Lease Transfer:

TRANSFER:

Lot 9 Renfro Tract, 15807 Sleepy Hollow Road
 From: Steve Leader and Jamie Leader
 To: Stan W. Malaske

- f. Budget Amendment – Fund 303
To properly appropriate bond proceeds and half-cent sales tax dedicated for certain capital projects.

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

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

AGENDA ITEM NO. 2:

Presentation by Animal Control to present the Pet of the Week.

Animal Control Officer Kesha Miller introduced Misty a three to four-year-old pit bull mix. Misty has not been spayed and her adoption fee would be \$40.00 inside the City limits and \$30.00 outside the City limits.

AGENDA ITEM NO. 3:

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

Ms. Holly Gordon thanked the Commission for their continued leadership.

AGENDA ITEM NO. 4:

Public hearing and consideration of an ordinance to rezone property located at 323 South Eden Street from R-1; Single Family Residential District to R-2; Combined Residential District. Case No. P16-18, Applicant: Eugene Biller. *(Deferred by the Planning Commission to the January 2, 2019 meeting.)*

A motion was made by Commissioner Gillham, seconded by Commissioner Bolt, to defer this item until the January 22, 2019 City Commission meeting. Motion carried 7-0.

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

AGENDA ITEM NO. 5:

Discussion, consideration, and possible action to approve an ordinance adding, repealing and amending portions of the Shawnee Municipal Code, Chapter 26 “Utilities”, adding additional fees and providing for those fees to be set by resolution from time to time by the City Commission and listed in the City Fee Schedule; providing for repeal; providing for severability; and providing for codification.

Finance Director Chance Allison gave a staff report describing the proposed fees and the purpose for each.

A motion was made by Commissioner Rutherford, seconded by Vice Mayor Harrod, to approve an ordinance adding, repealing and amending portions of the Shawnee Municipal Code, Chapter 26 “Utilities”, adding additional fees and providing for those fees to be set by resolution from time to time by the City

Commission and listed in the City Fee Schedule; providing for repeal; providing for severability; and providing for codification.

Ordinance No. 2646NS was introduced.

AN ORDINANCE AMENDING PORTIONS OF THE SHAWNEE MUNICIPAL CODE, CHAPTER 26 "UTILITIES," BY ADDING AND ADOPTING A TRANSFER OF SERVICE FEE, A PROCESSING FEE, A METER MAINTENANCE FEE, A RESCHEDULING FEE, A CUT-OFF NOTICE FEE, AND AN AFTER-HOURS CONNECTION SERVICE FEE; AND ADOPTING SUCH INITIAL FEE AMOUNTS HEREIN VIA ATTACHED APPENDIX WHICH SHALL UPDATE THE CITY FEE SCHEDULE; AND PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR CODIFICATION.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2646NS was adopted by the City Commission.

AGENDA ITEM NO. 6:

Discussion, consideration, and possible action to approve a resolution updating the City Fee Schedule by: (1) Setting the monthly rates and fees for solid waste services pursuant to subsections (a), Section 23-38, Article II, Chapter 23 of the code of the City of Shawnee.

Finance Director Chance Allison gave a staff report regarding the proposed increases in rates and fees solid waste services.

Resolution No. 6579 was introduced.

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY: (1) SETTING THE MONTHLY RATES AND FEES FOR SOLID WASTE SERVICES PURSUANT TO SUBSECTIONS (a), SECTION 23-28, ARTICLE II, CHAPTER 23 OF THE CITY CODE.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Sehorn, to approve a resolution updating the City Fee Schedule by: (1) Setting the monthly rates and fees for solid waste services pursuant to subsections (a), Section 23-38, Article II, Chapter 23 of the code of the City of Shawnee. Motion carried 7-0.

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

AGENDA ITEM NO. 7:

Discussion, consideration, and possible action to approve a resolution updating the City Fee Schedule by: (1) Setting the water rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (a) and (b), Section 26-26, Article II, Chapter 26 of the City Code; and (2) Setting the sanitary sewer rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (b) and (c), Section 26-27, Article II, Chapter 26 of the code of the City of Shawnee; and providing for the re-adoption of the City Fee Schedule in whole.

Finance Director Chance Allison gave a presentation regarding the proposed water and sewer rate increases. Mr. Allison stated the proposed rate increase is 7.5%. He also stated that annually the Consumer Price Index would be reviewed for possible increases.

Resolution No. 6580 was introduced.

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

A motion was made by Commissioner Gillham, seconded by Commissioner Bolt, to approve a resolution updating the City Fee Schedule by: (1) Setting the water rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (a) and (b), Section 26-26, Article II, Chapter 26 of the City Code; and (2) Setting the sanitary sewer rates for residential and

commercial use, both inside and outside the city limits, pursuant to Subsections (b) and (c), Section 26-27, Article II, Chapter 26 of the code of the City of Shawnee; and providing for the re-adoption of the City Fee Schedule in whole. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 8:

Discussion, consideration, and possible action to enter into a certain proposed Real Estate Purchase Agreement, and Lease Back Agreement, along with related documents and instruments, between the City of Shawnee, as Purchaser, and First United Bank and Trust Company, as Seller, specifically regarding the following property: A tract of land, building and improvements with the mailing address as 912 E. Independence Street, OK 74801, being the site, location, and building currently owned and operated as a branch of First United Bank and Trust Company, and with the following legal description: A tract of land situated within SW/4 of Section 8, Township 10 North, Range 4 East of the Indian Meridian, BEGINNING 264 ft. East of the Southwest Corner of said SW/4 Quarter Section; thence North 660 ft.; thence East 243 ft.; thence South 660 ft.; thence West 243 ft. to the Point of Beginning, containing 3.68 acres, more or less. And, also authorizing the City Manager to sign, execute, and enter into said contracts and agreements on behalf of the City.

Interim City Manager Eric Benson stated that the purchase of the property would enable the City to relocate the police department. He stated the closing would take place prior to the end of 2018.

A motion was made by Commissioner Rutherford, seconded by Commissioner Bolt, to enter into a certain proposed Real Estate Purchase

Agreement, and Lease Back Agreement, along with related documents and instruments, between the City of Shawnee, as purchaser, and First United Bank and Trust Company, as Seller, specifically regarding the following property: A tract of land, building and improvements with the mailing address as 912 E. Independence Street, OK 74801, being the site, location, and building currently owned and operated as a branch of First United Bank and Trust Company, and with the following legal description: A tract of land situated within SW/4 of Section 8, Township 10 North, Range 4 East of the Indian Meridian, BEGINNING 264 ft. East of the Southwest Corner of said SW/4 Quarter Section; thence North 660 ft.; thence East 243 ft.; thence South 660 ft.; thence West 243 ft. to the Point of Beginning, containing 3.68 acres, more or less. And, also authorizing the City Manager to sign, execute, and enter into said contracts and agreements on behalf of the City. Motion carried 7-0.

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

AGENDA ITEM NO. 9: Acknowledge monthly Sales Tax and City Treasurer Report.

Finance Director Chance Allison reported sales tax is up \$182,157.00, or 1.99% over the projected budget year-to-date. Use tax collections are up approximately \$5,623.00, or 0.70% over the projected budget year-to-date.

AGENDA ITEM NO. 10: Interim City Manager Report

Interim City Manager Eric Benson stated he would be reviewing all of the City's services and examining fees within the next two months. Mr. Benson applauded Tim Burg and Tracy Qualls for their work on economic development within the Shawnee area.

AGENDA ITEM NO. 11: 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. 12:

Commissioners Comments

The Commissioners wished everyone a safe and Merry Christmas.

Commissioner Bolt thanked everyone that was involved with the annual Christmas Parade.

Commissioner Sehorn expressed his excitement for the revenue increase.

Commissioner Salter reminded citizens to “Shop Shawnee”.

Mayor Finley said the City of Shawnee is not without issues but Staff and Commissioners are taking corrective action.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (6:31 p.m.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (6:58 p.m.)

AGENDA ITEM NO. 13:

Discussion, consideration, and possible
action to go into executive session for
discussion in accordance with 25 O.S.
§307B(3), purchase or appraisal of real
property.

A motion was made by Commissioner Bolt, seconded by Commissioner Rutherford, to enter into executive session for discussion in accordance with 25 O.S. §307B(3), purchase or appraisal of real property. Motion carried 7-0.

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

NAY: None

COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT 6:58 P.M.
WITH ALL MEMBERS PRESENT.

COMMISSIONERS RECONVENED FROM EXECUTIVE SESSION AT 7:17
P.M. WITH ALL MEMBERS PRESENT.

AGENDA ITEM NO. 14:

Consider matters discussed in executive session in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.

No action was taken.

AGENDA ITEM NO. 15:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:18 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

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

Meeting Date: 01/14/2019

Reports and Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for December 2018
- Project Payment Report for December 2018
- Shawnee Community Beautification Committee Minutes from November 15, 2018 meeting
- Planning Commission Minutes from December 5, 2018 meeting

Attachments

License Pymt Rpt

Project Pymt Rpt

Beautification Minutes

Planning Minutes

1/07/2019 12:02 PM
LICENSES: THRU ZZZZZZZZZZ

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

PAGE:
PAYMENT DATES: 12/01/2018 TO 12/31/2018

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-4201	LICENSES	1,785.00CR
001-4210	REGISTRATIONS	2,675.00CR
001-4211	LAKESIDE INSPECTIONS	225.00CR
001-4216	GARAGE SALE PERMITS	30.00CR
001-4601	LAKESITE LEASES RENTAL REV	7,119.00CR
799-1023	BANCFIRST GENERAL ACCT	11,834.00

01/07/2019 11:52 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

PROJECT PAYMENT REPORT

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 12/01/2018 TO 12/31/
SORTED BY: PRC

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	256.00CR
001-4202	BUILDING PERMITS	12,049.83CR
001-4203	PLUMBING PERMITS	3,250.00CR
001-4204	ELECTRICAL PERMITS	450.00CR
001-4205	ZONING PERMITS & APPLICATIONS	560.00CR
001-4206	HEATING & A/C PERMITS	925.00CR
001-4249	OTHER PERMITS	400.00CR
001-4822	OTHER MISC. REVENUE	32.00CR
101-4249	OTHER PERMITS	100.00CR
501-4510	WATER TAPS	1,850.00CR
799-1023	BANCFIRST GENERAL ACCT	19,872.83

01/07/2019 11:52 AM

PROJECT PAYMENT REPORT

PAGE:

STATUS: ALL

SEGMENT CODES: All

FEE CODES: All

PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 12/01/2018 TO 12/31/
SORTED BY: PRO

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	4,468.85CR
B2-ADD	BUILDING CONSTRUCTION ADD	2,631.00CR
B3-REMODEL	BUILDING CONSTRUCTION REM	7,573.48CR
B4-CARPORT	BUILDING CARPORT	29.50CR
B4-SHELTER	BUILDING SHELTER	29.50CR
B4-STORAGE	BUILDING STORAGE SHED	744.00CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	486.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	974.50CR
P3-REMODEL	PLUMBING REMODEL	1,876.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	100.00CR
X-DEMO	DEMOLITION PERMIT	150.00CR
X-SIGN	SIGN PERMIT	150.00CR
Z-CONDUSE	CONDITIONAL USE PERMIT	560.00CR
Z-OCCUP	OCCUPANCY PERMIT	100.00CR
TOTAL		19,872.83CR



Office of the Director of Operations

Minutes

Shawnee Community Beautification Committee

NOVEMBER 15, 2018

The Shawnee Community Beautification Committee met at the Shawnee Chamber of commerce

The meeting was called to order at 4:02 pm

Roll Call was taken showing the following members present:

		Present	Absent
Member	Tom Terry	<u> X </u>	<u> </u>
Member	Debi Renegar	<u> </u>	<u> X </u>
Member	Joe Harbeson	<u> </u>	<u> X </u>
Member	Sherry Lankford	<u> X </u>	<u> </u>
Member	Kevin Huddleston	<u> X </u>	<u> </u>
Member	Ethan Birdwell	<u> X </u>	<u> </u>
Member	Mike Mlynek	<u> X </u>	<u> </u>
Member	Holly Gordon	<u> </u>	<u> X </u>
Member	Sue Nelson	<u> </u>	<u> X </u>
Member	Carla Smith	<u> X </u>	<u> </u>
City Staff	Whisper Peace	<u> X </u>	<u> </u>
City Staff	James Bryce	<u> X </u>	<u> </u>
City Staff	Jim VanAntwerp	<u> X </u>	<u> </u>
City Staff	Geoff Garner	<u> X </u>	<u> </u>

AGENDA NO 1 **Call to Order.**

AGENDA NO 2 **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.

AGENDA NO 3 **Approved minutes for OCTOBER 18, 2018.** The minutes for October 18, 2018 were approved with a motion made by Sherry Lankford and 2nd by Kevin Huddleston. The motion carried unanimously.

AGENDA NO 4 **Discussion on Gardening with the Experts.** Tom Terry went over the outline of the schedule, door prizes, and sponsors. James mentioned that he would check on seeds for making seed packets.

AGENDA NO 5 **Old Business.** James Bryce mentioned the door hangers have been ordered.

AGENDA NO 6 **New Business.**

AGENDA NO 7 **Comments.**

AGENDA NO 8 **Adjournment.** Meeting was adjourned at 4:37 p.m.

Date 12-20-2018
Chairman [Signature]

PLANNING COMMISSION MINUTES

DATE: DECEMBER 5TH, 2018

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, December 5th, 2018 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1:

Roll Call

Upon roll call the following members were present:

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

Absent: Kienzle

Meeting was called to Order.

AGENDA ITEM NO.2:

Consideration of approval of the minutes from the October 3rd, 2018 Planning Commission Meeting

Chairman Bergsten asked Commission for any comments, questions or a vote.
Commissioner Cowen made a motion to approve, seconded by Commissioner Deem.

Motion passes:

AYE: Deem, Walker, Bergsten, Cowen, Rowell

NAY:

ABSTAIN: Matthews

AGENDA ITEM NO.3:

Citizens' Participation

Chairman Bergsten opened the public portion of the meeting and announced that this is an open time for discussion for those with questions on topics not on the Agenda and asked if anyone would like to come forward.

Taylor Shekarabi of the Blue Zones Project passed around copies of *Walkable City Rules* to the Commissioners. She described the book as one that covers all parts of planning, why, and how to do it, and each copy was tagged with specific pages that covered issues specific to Blue Zones Project. She sums up the book as a guideline for progressive city planners. The Commissioners thanked her for the books.

No one else came forward and Chairman Bergsten closed the public portion of the meeting.

AGENDA ITEM NO.4:

Case #S12-18 – Consideration of approval of a Final Plat for The Belmont Park Addition, Phase II located east of Acme road and north of MacArthur Street, Shawnee, OK

Applicant: Belmont Park Villas, LLC

Justin Debruin presented staff report and informed the Commission that the site is located on the northeast corner of Acme and MacArthur and was originally platted in 2013; subsequently replatted in 2016

with slightly different design. The first portion, which was approved in 2016, was on the southwest portion of the property, which was the commercial section of the project, and are recently getting built upon. The second portion is roughly nine acres of residential property, zoned R-3. The purpose of the project is to construct duplexes. Mr. Debruin stated that staff has reviewed the application and stated that everything is fine except the sanitary sewer solution. This part of Shawnee is on a lift station as the water flow heads south. Where they are tying this line has created a concern about capacity and whether the addition of more water flow would overburden the infrastructure. The Shawnee Municipal Authority has requested that this item be deferred to the January 2nd, 2019 Planning Commission Meeting. He clarified that this is the only issue with the final plat.

Mr. Debruin introduced Michael Ludi and Jared Cooper as the Director of Engineering and the Interim Community Development Director, respectively. He stated that Mr. Ludi and Alan Blankenship of the Shawnee Municipal Authority would be the ones reviewing this plat.

Chairman Bergsten opened the public portion of the meeting and asked if anyone speaking against the item would like to come forward. No one came forward and Chairman Bergsten asked if anyone speaking in favor of the item would like to come forward. Mark Grubbs spoke on behalf of the applicant. He is with the engineering firm of the project. He stated that their firm has been coordinating with Mr. Blankenship on the project. He stated that the property has been preliminary platted, and that the final plat conforms with it. He stated that they have submitted calculations showing the lift stations will meet the DQ Standard with the addition of a backup generator. It does not currently meet emergency event standards. He states that at this point they will agree with the deferral, but he does not see any problems with the development and that this issue was not brought up before.

Chairman Bergsten asked if there were any other questions. There were none and Chairman Bergsten closed the public portion and asked for a motion. Commissioner Deem made a motion to defer to the January 2nd, 2019 Planning Commission Meeting, seconded by Commissioner Walker.

Motion to defer to January 2nd, 2019 Planning Commission Meeting:

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

NAY:

ABSTAIN:

AGENDA ITEM NO.5:

Consideration of approval of a rezone for 323 South Eden Street, Shawnee, OK, from R-1 (Single Family Residential) to R-2 (Medium Density Residential)

Joseph Barker presented staff report and informed the Commission that the applicant's rezone is contingent upon a lot split. However, the lot split has been delayed due to outstanding legal issues with the lot, according to the applicant, having an incorrect legal description. Because the lot to be rezoned does not legally exist yet, Mr. Barker stated that staff has no choice but to recommend to defer the application to the January 2nd, 2019 meeting.

Chairman Bergsten opened the public portion of the meeting and asked if anyone speaking against the item would like to come forward. No one came forward and Chairman Bergsten asked if anyone speaking in favor of the item would like to come forward. No one came forward and Chairman Bergsten closed the public portion and asked for a motion. Commissioner Matthews made a motion to defer to the January 2nd, 2019 Planning Commission Meeting, seconded by Commissioner Rowell.

Motion to defer:

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

NAY:

ABSTAIN:

AGENDA ITEM NO.6:

Planning Director's Report

Justin Debruin reiterated the fact that this will be his last Planning Commission meeting, as he has taken another position. He describes details about the new position. He expresses praise for the Planning Commission and his excitement about the comprehensive plan, which he expects will be prepared by summer, 2019. He thanked the Planning Commission for their hard work.

Commissioner Deem asks Mr. Debruin if there will be a nationwide search for a new Community Development Director. Mr. Debruin stated he does not have most of the details on when and how the search for a new Director will be conducted; however, he introduced Jared Cooper, the Chief Building Inspector, as the Interim Community Development Director.

Commissioner Deem asked if there has been any progress on Shawnee Saw Mill. Jared Cooper stated that they are going to begin looking at code enforcement options, such as citations. Commissioner Deem also expressed concern about the boxing club around the 500 block of East Main Street. Mr. Debruin stated that that property does not qualify for enforcement of the Downtown Property Maintenance Code and that the standards property maintenance code will apply to it. He stated that this particular code has a more procedural process.

Commissioner Matthews asked what the issue is with demolishing the Cinderella Motel. Mr. Debruin stated that it is illegal to occupy at the moment. Mr. Cooper provided a brief history of the issues that have made demolishing the motel difficult for the City. Mr. Debruin clarified that if the City condemns the property, the demolition of the property becomes the City's liability, which is a costly expense. In addition, it is not economically feasible to merely repair the building. He stated that there is not many uses you can do with this structure besides use it as a motel.

Placing a lien on the property is another option, but Mr. Debruin stated it would be difficult to get the City Commission to invest the money necessary due to the current financial climate and the risk that goes alongside it.

Commissioner Walker made a motion to thank Mr. Debruin for all the work he has done for the City of Shawnee, seconded by Commissioner Cowen.

Motion to expression to Justin Debruin:

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

NAY:

ABSTAIN:

AGENDA ITEM NO.7:

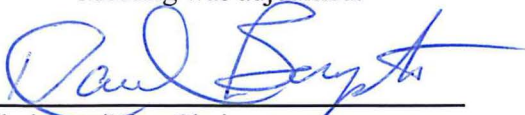
Commissioners Comments and/or New Business

No comments or new business.

AGENDA ITEM NO. 8:

Adjournment

Meeting was adjourned.


Chairman/Vice-Chairman

Joseph Barker

Planning Commission Secretary

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

Meeting Date: 01/14/2019

Mayor's Appointment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointment:

Shawnee Urban Renewal Authority

Renee Wortham 2nd Full Term Expires 02/02/2022
Reappointment

Shawnee Housing Authority

Michael Vorndran 1st Full Term Expires 02/04/2022
Reappointment

Attachments

Wortham Reappointment

Vorndran Reappointment



APPLICATION TO SERVE
Boards, Committees and Commissions

- ☐ Appointment
☒ Reappointment – Partial/First/Second Term

Name: <u>Renee Wortham</u>	Application Date: _____
Address: <u>1309 Medinah Dr.</u>	Date of Birth: _____
Mailing Address: <u>1309 Medinah Dr, Shawnee, OK 74801</u>	
Daytime Phone: <u>273-8888</u> Fax: <u>275-6473</u>	Email: <u>demcoprinting@gmail.com</u>
Profession: <u>Office Manager</u>	
Business Name: <u>Demco Printing</u>	
Business Address: <u>226 N. Broadway, Shawnee OK 74801</u>	
Business Phone: <u>273-8888</u> Fax: <u>275-6473</u>	Email: <u>demcoprinting@gmail.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, committee or commission? Yes or No (please circle)

If so, please list the board/committee: SURA

How many years have you lived in Shawnee? 51

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
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contracts Review Committee	☒ Shawnee Urban Renewal Authority
☐ Housing Authority	☐ Traffic Commission
	☐ Other _____

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

I have enjoyed my term on the Board

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?

I think this Board does a lot for
Shawnee citizens

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

List education, including degree(s) earned:

High School
ou - Bachelor of Business Administration

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

SURA - Herm

Have you ever been charged and/or convicted of a felony? NO

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? NO

If so, please explain:

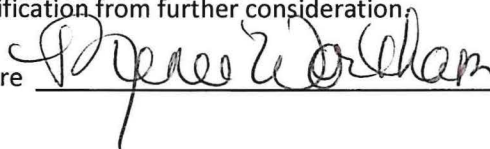
Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Bill Ford	customer	273-7000
Chris Clark	banker	273-5000
Valerie Ueltzen	customer friend	273-3624

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 12-1-18



APPLICATION TO SERVE
Boards, Committees and Commissions

- ☐ Appointment
☒ Reappointment – Partial/First/Second Term

Name: <u>MICHAEL VORNDRA</u>	Application Date: <u>1/3/19</u>
Address: <u>11 E. FRANKLIN ST.</u>	Date of Birth: _____
Mailing Address: <u>SHAWNEE, OK 74804</u>	
Daytime Phone: <u>405-590-7469</u> Fax: <u>273-4384</u>	Email: <u>MVM46@SBCCGLOBAL.NET</u>
Profession: <u>PHARMACIST</u>	
Business Name: <u>MEDICINE SHOPPE</u>	
Business Address: <u>1006 N. HARRISON ST. SHAWNEE</u>	
Business Phone: <u>273-7360</u> Fax: <u>273-4384</u>	Email: <u>4736@MEDICINESHOPPE.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, committee or commission? Yes or No (please circle)

If so, please list the board/committee: HOUSING AUTHORITY

How many years have you lived in Shawnee? 34

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

☐ Airport Advisory Board ☐ Beautification Committee ☐ Board of Adjustment (Zoning) ☐ Civic and Cultural Development Authority ☐ Community Service Contracts Review Committee ☒ Housing Authority	☐ Library Board ☐ Oklahoma Baptist University Trust Authority ☐ Planning Commission ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Traffic Commission ☐ Other _____
--	--

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

HAVE COMPLETED A PARTIAL TERM AND
WOULD LIKE TO CONTINUE SERVING

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?

I AM LEARNING THE WORKINGS OF THE HOUSING
AUTHORITY

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

VOLUNTEER HEALTH CLINIC, LIBRARY TUTOR, SERVE AT CHURCH

List education, including degree(s) earned:

BS PHARMACY - OU

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

NOT BEFORE THIS BOARD

Have you ever been charged and/or convicted of a felony? NO

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? NO

If so, please explain:

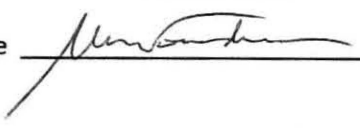
Please include up to three personal or professional references:

Name	Relationship	Telephone Number
RON HENDERSON	DEMCO PRINTING	273-8888
HARVEY VALENTINE	PREVIOUS BOARD MBR.	275-5927

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 1/3/19

Revised March 22, 2018

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 completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
CityClerk@shawneeok.org

Regular Board of Commissioners

1.d.

Meeting Date: 01/14/2019

Vehicle Purchase

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to purchase two used vehicles for use as canine units in the total amount of \$33,590.00
[(1) 2017 Ford Interceptor SUV for \$15,795.00 and (2) 2016 Ford Interceptor SUV for \$17,795.00]

Attachments

Vehicle Purchase Memo

Vehicle Purchase Quote



City of Shawnee

Chief Mason Wilson

16 W 9th

Shawnee, Oklahoma 74801

Office (405) 878-1680 or 1681 *Fax (405) 878-1520

E-Mail: mwilson@shawneeok.org



FROM : Mason Wilson
Chief of Police

TO : Eric Benson
Interim City Manager

SUBJECT : Request Permission to Purchase Vehicles

DATE : December 27, 2018

I am requesting permission and approval from the commissioners to purchase two used vehicles for use as canine units.

The following vehicles would be purchased from Big Bear Cruisers:

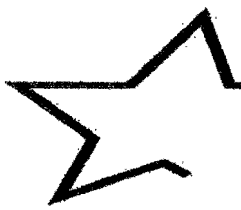
1. 2014 Ford Interceptor SUV with 70,000 miles for \$15,795.00
2. 2016 Ford Interceptor SUV with 70,000 miles for \$17,795.00

Total Purchase Price	\$33,590.00
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These vehicles would be purchased from drug forfeiture funds. Drug forfeiture funds can only be used for drug enforcement per Title 63 of the Oklahoma State Statutes.

We have purchased vehicles from Big Bear Cruisers in the past. They give us a 12 month/12,000-mile warranty and they deliver. They have proven customer service and have gone above and beyond to fix defects in the past.

The used vehicles are the best fit for canine units. These vehicles are estimated to last three years with an average of 12,000 miles each year. New police units would cost approximately \$52,000.00 each. We will repurpose the older canine vehicles as administrative vehicles. The current administrative vehicles are marked police units and can be shuffled to the streets. We will remove two of the Ford Crown Vics from the street which have over 150,000 miles.



BIG BEAR CRUISERS, INC.

Police Vehicles & Emergency Equipment

Muldrow, OK

WWW.POLICECARS.COM

(918) 427-8888

To: City of Shawnee, OK PD
Attn: Sgt. Laughlin
Phone: 405-517-9053

Date: December 20, 2018
From: Joshua Huff

Quote/ Offer and Acceptance

Thank you for contacting us. Here is the vehicle information that we discussed. If you need any further information, please let us know. All vehicles include full front-end alignment, full servicing/ reconditioning process, inspection, new brakes, & complete detail.

1. 2014 Ford Police Interceptor Explorer, V-6, AWD, 70K miles, all black, \$15,795.00
w/dark gray interior, Bucket Seats, AM/FM, PS, PB, PW, PL, Pwr Mirrors,
A/C, Tilt, Overdrive, Dvrs Spotlight, etc.

2. 2016 Ford Police Interceptor Explorer, V-6, AWD, 70K miles, all black, \$17,795.00
w/dark gray interior, Bucket Seats, AM/FM, PS, PB, PW, PL, Pwr Mirrors,
A/C, Tilt, Overdrive, Dvrs Spotlight, etc.

3. 12 month/12,000 mile limited warranty

No Charge

4. Delivery to Shawnee, OK

No Charge

TOTAL \$33,590.00

Signature and Date of person Accepting Agreement

Printed name of Acceptor

PLEASE RETURN by email: patrolcars1@gmail.com

Thank you for your interest,
Joshua Huff
Manager

706 Gibbons Lane, Muldrow, OK 74948

Phone: (918) 427-8888 Fax: (918) 427-8889

Web: www.policecars.com

Email: patrolcars1@gmail.com

Try our Customer Satisfaction Guarantee
References available upon request

Regular Board of Commissioners

1.e.

Meeting Date: 01/14/2019

ROW Acquisition

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to enter into a contract with Meshek & Associates, LLC for the Right-of-Way Acquisition for the Kickapoo Project J/P 32255(04).

Attachments

ROW Acquisition Memo

ROW Acquisition Agreement



Office of Engineering

MEMORANDUM

TO: Eric Benson, Interim City Manager

FROM: Michael Ludi, Director of Engineering

AGENDA: January 14, 2019

RE: The Hiring of Right-of-Way Acquisition Firm for Kickapoo Project J/P 32255(04)

The City of Shawnee Engineering department was contacted by the Odor Right-of-Way and Utilities Division and informed that in order to be compliant with federal regulations (49 CFR 24), a right-of-way turnkey service provider will be required to provide residential and commercial relocation services and due to the large number of parcels to be acquired they also recommended using the selected firm to perform the acquisitions as-well.

On November 15, 2018 an RFP was sent out to all eligible firms requesting proposals for there services. On December 3, 2018 all of the proposals had been received and we began reviewing them. After checking references and much consideration the City of Shawnee Engineering Dept would like to make the recommendation that Meshek & Associates, LLC be granted the contract for the Right-of-Way Acquisition for the Kickapoo project J/P 32255(04).



SERVICE AGREEMENT BETWEEN OWNER AND CONSULTANT

OWNER INFORMATION:

Owner name: City of Shawnee, Oklahoma
Address: 222 N. Broadway
City: Shawnee State: Oklahoma Zip: 74802
Contact: Michael Ludi Title: Director of Engineering
Telephone: 405-878-1760 Fax: 405-878-1719 Email: MLudi@shawneeok.org

Nature of Owner:

☐ Individual/Sole Proprietorship ☐ Corporation ☐ Limited Liability Company ☐ Limited Partnership ☐ Partnership ☒ Other: Municipality

State of formation (if an entity) or residence (if an individual): Oklahoma

Tax ID/SSN: _____

CONSULTANT INFORMATION:

Consultant (company) name: Meshek & Associates, LLC
Address 1437 South Boulder Avenue, Suite 1550
City: Tulsa State: OK Zip: 74119
Contact: Gretchin Fisher Title: ROW Project Manager
Telephone: 918-392-5620 Fax: 918-392-5621 Email: gfisher@meshekengr.com

Nature of Consultant:

☐ Individual/Sole Proprietorship ☐ Corporation ☒ Limited Liability Company ☐ Limited Partnership ☐ Partnership ☐ Other: _____

State of formation (if an entity) or residence (if an individual): Oklahoma

Tax ID/SSN: 73-1322397

All invoices will be delivered via email to the owner.

TERM/TERMINATION:

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
The City of Shawnee (“Owner”) and
Meshek & Associates, LLC (“Consultant”).

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows:

Kickapoo Street from Farrall Street to Kickapoo Spur

Consultant's Services under this Agreement are generally identified as follows:

ROW Staking, Appraisals Project Management, Appraisals, Appraisal Reviews, Acquisition
Project Management, Acquisition, Relocation

AGREEMENT:

Owner and Consultant further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Consultant shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth above. Owner shall pay Consultant for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Consultant shall complete its services within a reasonable time, or within the following specific time period: As set by client on different phases
- C. If the Project includes construction-related professional services, then Consultant's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A months. If the actual time to complete construction exceeds the number of months indicated, then Consultant's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a milestone basis. Invoices are due and payable within 30 days of receipt. Milestones shall include: Invoice shall be submitted to the Owner after each task is complete with the exception of the following: Acquisition for which 50% of fee shall be submitted following offer presentation per parcel and balance submitted upon completion and submission of packet. Relocation for which 30% of per parcel cost to be

invoiced upon delivery of benefits, 60 % to be invoiced upon completion of displacee move and 10% to be invoiced after all displacee claims have been submitted. If Owner fails to make any payment due Consultant for services and expenses within 90 days after receipt of Consultant's invoice, Consultant may, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Consultant for any such suspension.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
- b. By Consultant:
 - 1) upon seven days written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Consultant's services for the Project are delayed for more than 90 days for reasons beyond Consultant's control.

Consultant shall have no liability to Owner on account of a termination by Consultant under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Consultant's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 ***Successors, Assigns, and Beneficiaries***

- A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

5.01 ***General Considerations***

- A. The standard of care for all professional consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services. Subject to the foregoing standard of care, Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Consultant is not responsible

for variations between actual construction bids or costs and Consultant's opinions or estimates regarding construction costs.

- E. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Consultant.
- F. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and (4) such limited license to Owner shall not create any rights in third parties.
- G. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Consultant, whichever is greater.
- H. The parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist

consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- I. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 ***Total Agreement***

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 ***Basis of Payment—Milestones***

Milestones shall include: Invoice shall be submitted to the Owner after each task is complete with the following exceptions: Acquisition for which 50% of fee shall be submitted following offer presentation per parcel and balance submitted upon completion and submission of packet. Relocation for which 30% of per parcel cost to be invoiced upon delivery of benefits, 60 % to be invoiced upon completion of displacee move and 10% to be invoiced after all displacee claims have been submitted.

Total compensation for services and reimbursable expenses is estimated to be \$549,050.00 (if staking is included in services provided) or \$503,750.00 (if staking services are not included). The cost proposal includes a cost per parcel fee for each proposed service. Should the number of parcels be decreased or increased (due to appraisal approved combining of parcels or additional landowners) the per parcel rate will be applicable for actual parcels that services are provided for only.

- 7.02 ***Additional Services:*** For additional services of Consultant's employees engaged directly on the Project, Owner shall pay Consultant an amount to be determined dependent on the additional service.

SIGNATURES:

By signing below, each undersigned acknowledges that it has read and understands, and agrees to be legally bound by this Professional Services Agreement. If a person is signing below on behalf of an entity or another person, the person signing represents and warrants that he or she has been properly authorized and empowered to sign this Professional Services Agreement on behalf of that entity or other person and to bind that entity or other person to this Professional Services Agreement. This Agreement may be executed in any number of counterparts, each of which will be considered an original but all of which will constitute one and the same instrument.

The City of Shawnee**Meshek & Associates, LLC**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Consultant's License No: _____

Consultant's License No.: 1487 (OK)

Exhibit A Consultant's Rates

Services	No. of Parcels	Fee per Parcel	Total
Staking	151	\$300	\$45,300
Appraisals Project Management	26 *	\$400	\$10,400
Appraisal	26 *	\$2,925	\$76,050
Appraisal Review	26 *	\$850	\$22,100
Acquisition Project Management	146	\$650	\$94,900
R/W Acquisition for Appraised Parcels	26 *	\$1,800	\$46,800
R/W Acquisition for BIA Parcels	3 *	\$3,000	\$9,000
R/W Acquisition for Appraisal Waiver Parcels	65	\$1,700	\$110,500
Acquisition for Utility Easement Only	42	\$1,500	\$63,000
Acquisition for Temporary Construction Only	10	\$1,250	\$12,500
Residential Relocations	3 *	\$5,500	\$16,500
Commercial Relocations	7 *	\$6,000	\$42,000
Personal Property Moves	0 *	\$3,000	\$0
Total Estimated Fee Schedule With Staking			\$549,050 †
Total Estimated Fee Schedule Without Staking			\$503,750 †

* The number of required appraisals, BIA acquisitions, residential relocations, commercial relocations, and personal property moves are approximate based on preliminary review of plans and information provided by the City of Shawnee. A per-parcel cost will apply to additional residential and commercial relocations deemed necessary through the appraisal process.

† Mortgage releases and filing fees not included.

Exhibit B

Required Insurance Limits and Coverages for Consultants

Before commencing work, Consultants must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.

Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate * Must include coverage for blanket contractual liability for the obligations assumed under contract
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence * Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract
Workers' Compensation	Statutory Limits where Services are to be performed * Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable
Employer's Liability	\$1,000,000 Each Occurrence \$1,000,000 Disease per Employee * * An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits
Professional Liability (If applicable)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate

Certificate Holder and Endorsement Requirements

- Owner shall be listed as Certificate Holder.
- Consultant and the Consultants identified in the Purchase Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.

Other Requirements

- All policies required shall be written by a reputable insurance company reasonably acceptable to Company or with a Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which Consultant is performing for Company.
- Failure to provide evidence as required shall entitle, but not require, Owner to terminate immediately. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Consultant's obligations hereunder.

Regular Board of Commissioners

1.f.

Meeting Date: 01/14/2019

Regional Park Property Bid Request

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to solicit bids from qualified individuals for the leasing of the Regional Park Property for the purpose of pasture land.

Attachments

Regional Park Property Memo

Regional Park Property Notice

Regional Park Property RFP

Regional Park Property Sample Lease



Office of the Director of Operations

Date: January 7, 2019
To: Mayor and City Commissioners
From: James Bryce, Director of Operations
RE: Request to bid Regional Park Property Lease

Staff requests authorization to solicit bids from qualified individuals for the Leasing of the Regional Park Property for the purpose of pasture land.

In 2009/2010 the City of Shawnee purchased 160 acres on the N.E. corner of Westech and Leo Street for the purpose of building a Regional Park. At the time of purchase staff chose to lease the property to the individual that was currently using it for pasture land and since that time has Re - Bid the lease every three (3) years to qualified bidders. By leasing the property, Parks Department staff would not need to mow and maintain the acreage. The lease will be for a one year term with option of a yearly renewal for two more consecutive years.

It is staff's recommendation to solicit bids on leasing the property.

There will be no cost to city other than advertising the bid and administering the lease papers.

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma, up to 4:00 p.m., Monday, February 4th, 2019, for:

Lease of the City of Shawnee Property Located at the N.E. corner of Leo Street & Westech Road, Shawnee, Oklahoma for the purpose of pasture land

Instructions and bid documents are available to qualified bidders at the Fairview Cemetery Office, 1400 N. Center Shawnee, Oklahoma 74801 (405) 878-1529.

A bid proposal form will be issued by the City of Shawnee. Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

BID - Lease of the City of Shawnee Property Located at the N.E. corner of Leo Street & Westech Road, Shawnee, Oklahoma for the purpose of pasture land
February 4th, 2019

The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at 6:00 p.m., Monday, February 4th, 2019.

The City of Shawnee reserves the right to reject any or all bids.

CITY OF SHAWNEE, A Municipal Corporation

By: _____
Eric Benson, Interim City Manager

(SEAL)
ATTEST:

Lisa Lasyone, City Clerk

REQUEST FOR BIDS
FOR
**Lease of the City of Shawnee Property Located at the N.E. corner of
Leo Street & Westech Road, Shawnee, Oklahoma for the purpose of
pasture land**

BY THE
CITY OF SHAWNEE

The City of Shawnee, a municipal corporation, (hereinafter called "CITY"), desires to replace the carpet tile in the Shawnee Public Library by a qualified installer, (hereinafter called VENDOR").

Sealed BIDS for the **Lease of the City of Shawnee Property Located at the N.E. corner of Leo Street & Westech Road, Shawnee, Oklahoma for the purpose of pasture land** will be received by the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma 74802-1448, until 4:00 p.m., Monday, February 4th, 2019. BIDS filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at 6:00 p.m., Monday, February 4th, 2019.

The ORIGINAL COPY of the BID shall be filed with the City Clerk, together with a business relationship affidavit and a non-collusion affidavit that the firm or individual has not entered into any agreement, expressed or implied, with any other person or persons, for the purpose of limiting the proposal or proposers, or parcel out to any firm, or firms or any other persons, any part of the contract or subject matter of the proposal.

All BIDS must be made on the required BID FORM. The BID FORM must be fully completed and executed when submitted. Only one copy of the BID form is required in each bid package.

The CITY may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered.

The VENDOR must satisfy themselves of the accuracy of the instructions and specifications. After BIDS have been submitted, the VENDOR shall not assert that there was a misunderstanding concerning the nature of the services to be provided.

Information obtained from an officer, agent, or employee of the CITY or any other person shall not affect the risks or obligations assumed by the VENDOR or relieve the VENDOR from fulfilling any of the conditions of the BID.

BID FORM

BID: Lease of the City of Shawnee Property Located at the N.E. corner of Leo Street & Westech Road, Shawnee, Oklahoma for the purpose of pasture land

BID SUBMITTED TO: THE CITY OF SHAWNEE
9th & Broadway - P.O. Box 1448
Shawnee, Oklahoma 74802-1448

1. If this Bid is accepted, the undersigned BIDDER proposes to supply the construction specified or indicated in the construction Specifications on or before the Delivery Date stated in this Bid and in accordance with the other terms and conditions within the Bid Documents.
2. BIDDER accepts all of the terms and conditions of the Notice to Bidders. This BID will remain subject to acceptance for thirty (30) days after the day of Bid opening.
3. In submitting this Bid, BIDDER represents that:
 - a. BIDDER has examined copies of all the Bid Documents and of the following Addenda (receipt of all which is hereby acknowledged) (if none, so state)

ADDENDA NUMBER (S): _____

- b. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has directly or Indirectly induced or solicited any other BIDDER to submit a false sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
4. The following documents are attached and made a condition of this Bid:
 - a. Bid form.
 - b. Bid Affidavits (Non-collusion and Business Relationship).
 - c. Letter from insurance carrier of insurability.
 - d. No need to return sample agreement.

5. The purchaser reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the purchaser.

<u>ITEM</u>	<u>AMOUNT</u>
Lease of the City of Shawnee Property Located at the N.E. corner of Leo Street & Westech Road Shawnee, Oklahoma for the purpose of pasture land	\$ _____

VENDOR'S STATEMENT:

BIDDER _____

ADDRESS _____

SIGNATURE _____

TITLE _____ DATE _____.

**Any questions can be directed to:
James Bryce-Director of Operations
405-878-1529**

NON-COLLUSION AFFIDAVIT

STATE OF _____ }
COUNTY OF _____ } SS:

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the VENDOR to submit the attached Proposal. Affiant further states that the VENDOR has not been a party to any collusion among the Proposers in restraint of freedom of competition by agreement to Propose at a fixed price or to refrain from submitting a Proposal; or with any City official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between the Proposers and any City official concerning exchange of money or other thing of value for special consideration in the awarding of a contract; that the undersigned/Proposer has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this Proposal.

FIRM NAME

By: _____

Sworn before me this _____ day of _____, 2019

Notary Public

My commission expires _____

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF _____ }
COUNTY OF _____ } SS:

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the VENDOR to submit the attached Proposal. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with any party to the prospective contract is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the Proposing company and any other party to the prospective contract is as follows:

Affiant further states that the names of all persons having such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exists, affiant should so state.)

AFFIANT

Sworn before me this _____ day of _____, 2019

Notary Public

My commission expires _____

SAMPLE AGREEMENT

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

WHEREAS the City is the owner of public property known as The Regional Park Property, hereinafter referred to as the "Property", in the City of Shawnee, Pottawatomie County, State of Oklahoma, and;

WHEREAS, it is the desire of the parties to set out in detail the rights and responsibilities of the parties regarding the use of said City Property.

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

1. The City hereby grants the right and privilege to _____ to lease the property located generally at the North East corner of Westech and what would be Leo Street, City of Shawnee, Pottawatomie County, State of Oklahoma, hereinafter jointly referred to as the "Property".
2. This Agreement shall commence on July 1, 2019 and end on June 30, 2020 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for 2 additional successive one (1) year terms, unless

revoked in writing by the City or _____, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days notice, in writing, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period and in the event the city becomes ready to start on the Regional Park, a 60 day notice of termination will be given. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease. Upon termination of this Agreement, lessee shall retain all rights to all items owned by the lessee. Any and all structures which have been placed or constructed on the Property by lessee shall become the property of the City unless otherwise mutually agreed to in writing by the City and lessee. The Parties acknowledge that the lessee shall pay to the City a sum of _____ on the first day of July every calendar year as lease payment for use of the Property along with proof of insurance.

3. Before any changes are made or improvements to the property, the lessee shall gain approval from the City. No permanent structures will be allowed on the property.
4. It is agreed that the Property is to be used by the lessee solely for the purposes of pasture land. It is further agreed between the Parties that the lessee shall make every effort to accommodate the City of Shawnee for access to and on the property within reason and shall maintain a local

contact, accessible to the City.

5. The lessee shall not assign this Agreement, or any interest herein, or sublet any portion of the Property to any other person or entity.
6. The lessee will “indemnify” and hold harmless and exempt the City, it’s officers, employees, agents, and assigns from any damage or injury to persons or any damage to property of every kind arising from the management and use of the Property by the lessee, its invitees, employees, and representatives from the failure of the lessee to keep the Property in good condition and repair or for any negligent or intentional act committed by lessee, its invitees, employees, and representatives resulting in injury of any kind.
7. The Lessee shall maintain during the life of this contract, such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as claims from property damages, which may arise from operations under the contract; and the amount of insurance shall be as follows:
 - a. Comprehensive Public Liability Insurance including, but not limited to product liability:
 1. Bodily Injury – Each Person \$125,000.00
 2. Bodily Injury – Each Accident \$1,000,000.00
 3. Property Damage – Each Person \$50,000.00
 4. Property Damage – Each Accident \$1,000,000.00

The policies of insurance shall be executed by insurance of indemnity carriers authorized to do business in the State of Oklahoma and said insurance shall name the City of Shawnee as co-insured. The Lessee shall furnish certificates evidencing

Regular Board of Commissioners

1.g.

Meeting Date: 01/14/2019

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Fund 301

To revise budgeted revenue estimates and adjust capital spending in accordance with budgeted revenues.

Attachments

Budget Amendment

City of Shawnee
Budget Amendment
FUND 301 - Capital Improvement Fund
January 14, 2019

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	4001			Sales Tax	2,678,702.00	(340,598.00)	2,338,104.00
301	4103			Other Funding Sources	180,000.00	(180,000.00)	-
301	4701			Interest Income	-	10,000.00	10,000.00
301	4702			Interest Income - Sales Tax	2,500.00	(500.00)	2,000.00
301	4804			Insurance Recovery	-	21,500.00	21,500.00
301	4917			Transfer from Street Improvement Fund	100,000.00	(100,000.00)	-
				Total	2,961,202.00	(589,598.00)	2,371,604.00
Budgeted fund balance (construction account)							2,556,919.01
Total Budget							4,928,523.01

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	5-0230-5450			Capital Outlay - Equipment	365,000.00	(72,000.00)	293,000.00
301	5-0620-5450			Capital Outlay - Equipment	323,560.00	(248,000.00)	75,560.00
301	5-0630-5450			Capital Outlay - Equipment	4,000.00	-	4,000.00
301	5-0660-5450			Capital Outlay - Equipment	3,400.00	-	3,400.00
301	5-0720-5420			Capital Outlay - Buildings	-	838,496.86	838,496.86
301	5-0720-5450			Capital Outlay - Equipment	109,252.00	1,665,272.15	1,774,524.15
301	5-0730-5450			Capital Outlay - Equipment	12,000.00	500.00	12,500.00
301	5-0740-5450			Capital Outlay - Equipment	107,000.00	-	107,000.00
301	5-0810-5450			Capital Outlay - Equipment	210,000.00	(46,000.00)	164,000.00
301	5-0940-5450			Capital Outlay - Equipment	124,500.00	-	124,500.00
301	5-0950-5450			Capital Outlay - Equipment	6,000.00	-	6,000.00
301	5-1110-5450			Capital Outlay - Equipment	22,500.00	-	22,500.00
301	5-1120-5420			Capital Outlay - Buildings	42,500.00	-	42,500.00
301	5-1130-5420			Capital Outlay - Buildings	15,000.00	-	15,000.00
301	5-1140-5420			Capital Outlay - Equipment	15,000.00	-	15,000.00
301	5-5010-5510			Debt Service - Principal	1,022,070.00	212,562.00	1,234,632.00
301	5-5010-5520			Debt Service - Interest	400,000.00	(290,452.00)	109,548.00
301	5-5030-5625			Transfer to Shawnee Municipal Authority (for debt service)	-	86,362.00	86,362.00
					2,781,782.00	2,146,741.01	4,928,523.01

Approved by the City Commission this
Monday, January 14, 2019

Explanation of Budget Amendment:

To revise budgeted revenue estimates and adjust capital spending in accordance with budgeted revenues.

Approved:

Mayor

Attest:

City Clerk

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

Regular Board of Commissioners

1.h.

Meeting Date: 01/14/2019

Easement Approval

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of a Utility Easement located at 3306 North Kickapoo, Suite 150.

Attachments

Easement Approval



EASEMENT ACCEPTANCE

MEMORANDUM

DATE: January 9th, 2019

TO: Shawnee City Commission

FROM: Joseph Barker, Assistant City Planner

RE: **Easement Acceptance – Oklahoma Heart Hospital (3306 North Kickapoo, Suite 150)**

The applicant, Crafton Tull & Associates, is requesting an easement acceptance located at 3306 North Kickapoo, Suite 150. The waterline easement will now continue south to the end of the property line, and then east for a total area of 1,730.6 square feet.

It is the intention of the applicant is to expand the Oklahoma Heart Hospital. The transfer of the waterline is necessary for this expansion to take place.

After much consideration staff recommends approval to accept the easement.

Staff does hereby recommend **approval** of the proposed easement acceptance.

Attachments:

1. Alex Sotomayor – letter of request;
2. Exhibit 1-Grant of easement; and
3. Exhibit 2-Map of easement.



November 26, 2018

Justin DeBruin, AICP
Community Development Director
222 N. Broadway
Shawnee, OK 74801
(405) 878 -1665

RE: Oklahoma Heart Hospital (3306 N. Kickapoo, Suite 150 Shawnee, OK)

Dear Mr. DeBruin:

It is our intention to close the entire platted 20' Utility Easement located 10' from the southernmost boundary of Lot 2 and 10' from the northern most boundary of Lot 3 of LOTS 2 & 3, VILLAGIO ADDITION SECTION #1, ACCORDING TO THE RECORDED PLAT THEREOF.

There is currently a 6" waterline that runs through the easement. We have submitted plans to the City of Shawnee to relocate the existing waterline to run along the southern and western boundary of Lot 3, within in a proposed 10' Utility Easement.

Along with this letter I am attaching a copy of the existing location of the easement and a copy of our proposed plan with the location of our proposed easement.

Sincerely,

Alex Sotomayor

CTA Project#186054

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Oklahoma Realty Ventures, LLC, an Oklahoma Limited Liability Company, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, does hereby grant, bargain, sell and convey unto the City of Shawnee, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Shawnee, Pottawatomie County, Oklahoma to wit:

Legal Description: See Attachment A

with the right of ingress and egress to and from the said land and premises for the purpose of surveying, maintaining, and construction of a public water line.

STATE OF OKLAHOMA, COUNTY OF Pottawatomie, SS:

SIGNED and delivered this 7th Day of January, 2019.

BY: John Harvey

Individual Acknowledgement

STATE OF OKLAHOMA, COUNTY OF Oklahoma, SS:

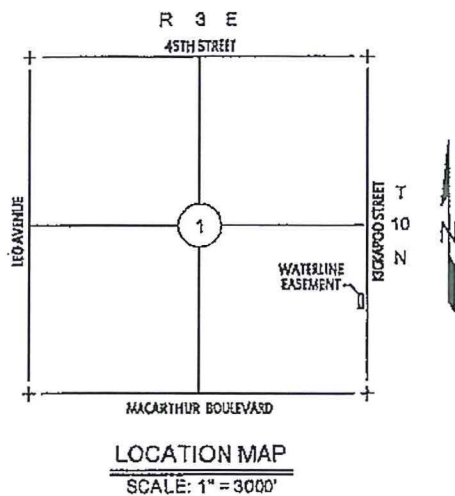
Before me, the undersigned, a Notary Public in and for said County and State, on this 7 day of January, 2019, personally appeared John Harvey, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written

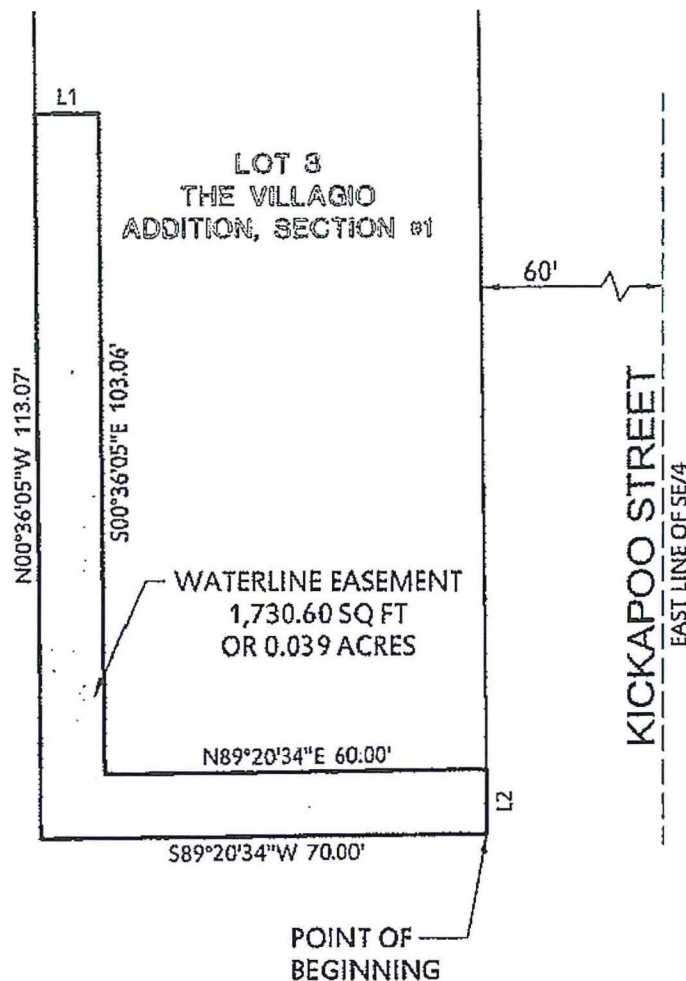


Jaycee Stokes
Notary Public

My Commission Expires: 01/05/2023



Line Table		
Line #	Direction	Length
L1	N89° 23' 55"E	10.00'
L2	S00° 36' 05"E	10.00'



LEGAL DESCRIPTION

A tract of land situate within a portion of the Southeast Quarter (SE/4) of Section One (1), Township Ten North (T10N), Range Three East (R3E) of the Indian Meridian (I.M.), Shawnee, Pottawatomie County, Oklahoma, also being a part of LOT 3, THE VILLAGIO ADDITION, SECTION #1, according to the recorded plat thereof; being more particularly described as follows:

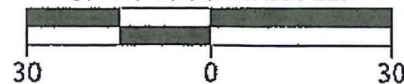
BEGINNING at the Southeast corner of said LOT3; thence

S 89° 20'34" W along the South line of said LOT a distance of 70.00 feet to the Southwest corner of said LOT; thence
N 00° 36'05" W along the West Line of said LOT a distance of 113.07 feet; thence
N 89° 23'55" E a distance of 10.00 feet; thence
S 00° 36'05" E a distance of 103.06 feet; thence
N 89° 20' 34" E a distance of 60.00 feet to a point on the East Line of said LOT; thence
S 00° 36'05" E along said East Line a distance of 10.00 feet to the POINT OF BEGINNING.

Said tract contains 1,730.60 Sq. Ft. or 0.039 Acres, more or less.

SCALE: 1" = 30'

GRAPHIC SCALE IN FEET



BASIS OF BEARING = EAST LINE
OF THE SE/4 OF SECTION 1
T10N, R3E, I.M. (N00°36'05"W)

ATTACHMENT A

WATERLINE EASEMENT	
 Crafton Tull architecture engineering surveying 405.787.6270 405.787.6276 www.craftontull.com	SHEET NO: 1 of 1 DATE: 12/20/2018 PROJECT NO: 18605400

CERTIFICATE OF ADOPTION
C.A. 973 (F.E.A.S.) EDITION 1/20/2020

Regular Board of Commissioners

4.

Meeting Date: 01/14/2019

Mayor's Proclamation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamation:

"Support of the United States Census Bureau"

Attachments

Proclamation 2020 Census



“United States Census Bureau”

Whereas, an accurate census count is vital to our community and residents’ well-being by helping planners determine where to locate schools, day-care centers, roads and public transportation, hospitals and other facilities, and is used to make decisions concerning business growth and housing needs; and

Whereas, more than \$300 billion per year in federal and state funding is allocated to states and communities; and

Whereas, census data is needed to ensure fair Congressional representation by determining how many seats each state will have in the United States House of Representatives, and is also necessary for the redistricting of state legislatures, county and city councils, and voting districts; and

Whereas, the 2020 Census creates jobs that stimulate economic growth and increase employment opportunities in our community; and

Whereas, the information collected by the census is protected by law and remains confidential for 72 years; and

Now, Therefore, I, Richard Finley, Mayor of the City of Shawnee, Oklahoma do hereby proclaim that the City of Shawnee is committed to partnering with the United States Census Bureau to help ensure a full and accurate count in 2020.

As a 2020 Census partner, we will:

- Support the goals and ideals of the 2020 Census to disseminate 2020 Census information to encourage those in our community to participate;
- Encourage people in the City of Shawnee to place an emphasis on the 2020 Census and participate in events and initiatives that will raise overall awareness of the 2020 Census and ensure a full and accurate census.
- Support census takers as they help our community complete an accurate count.
- Create or seek opportunities to collaborate with other like-minded groups in our community, including Complete Count Committees, and to utilize high-profile, trusted voices on behalf the 2020 Census.

Signed this 14th day of January, 2019.

Richard Finley, Mayor

Lisa Lasyone, CMC, City Clerk

Regular Board of Commissioners

5.

Meeting Date: 01/14/2019

Final Plat - Belmont Park Addition Phase II

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a Final Plat for Belmont Park Addition Phase II located at the Southwest Quarter of Section 2, Township 10 North, Range 3 East. Case No. S12-18. Project No. 181084.

Applicant: Belmont Park Villas, LLC.

Attachments

Final Plat

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Belmont Park Villas, LLC
FOR: Final Plat for Belmont Park Addition Phase II
LOCATION: Southwest Quarter of Section 2, Township 10
North, Range 3 East
PROJECT# 181084 CASE# S12-18

PLANNING COMMISSION MEETING DATE: January 2nd, 2019

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

1. Final improvement plans shall be approved by the City Engineer prior to construction;
2. Prior to filing (recording) the final plat, the applicant shall commence with making the required public site improvements in accordance with construction plans approved by the City Engineer or otherwise bond the project in accordance with City code; and
3. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

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

RESPECTFULLY SUBMITTED,

Joseph Barker

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

STAFF REVIEW AND ANALYSIS

After the final plat for the Belmont Park Addition Phase II and the revised preliminary plat for Belmont Park Phase II were approved on November 13th, 2013, the project was split into two sections: Section 1 would be zoned C-3 (Highway Commercial) and Section 2 would be zoned R-3 (Multi-Family Residential). The reason the original preliminary plat was revised was to create five lots instead of three, and one common drainage area to serve as stormwater detention. Two of the new lots would be C-3 and the other three R-3. On May 16th, 2016, the project was approved for another preliminary plat. This plat had a total of sixteen lots. Fourteen would be for the construction of duplexes, while the other two for commercial use. This plat also had a 3.15 acre common area and a detention pond. On September 19th, 2016, the final plat for Section 1, the commercially zoned section, was approved. The two commercial lots were combined to form one.

Now the applicant is requesting approval for Section 2 of the plat. As shown on the final plat for Section 2 (Exhibit 1), the applicant is proposing a 19 lot duplex development. Internal circulation will be via a private drive named "Belmont Park Drive" off of West MacArthur Street, ending in a cul-de-sac. Public water and sewer lines will be extended onto the site to adequately serve all residential properties. The development is required to conform to Section 22-160.8 of the Zoning Code, "Other Residential Standards," which assures safe and cohesive design for all residential development.

At the December 5th, 2018 Planning Commission Meeting, this item was deferred due to a lack of approved sewer plans. This issue has since been resolved.

Staff hereby recommends approval of the final plat upon the following conditions:

1. Final improvement plans shall be approved by the City Engineer prior to construction.
2. Prior to filing (recording) the final plat, the applicant shall commence with making the required public site improvements in accordance with construction plans approved by the City Engineer or otherwise bond the project in accordance with City code.
3. All other applicable City standards apply.

APPROVE

APPROVE WITH CONDITIONS

DENY

**ATTACHMENTS:
(CIRCLE)**

**SUBMITTED
PLANS**

**PUBLIC HEARING
PETITION/
APPLICATION FORM**

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

Attachments:

Exhibit 1: Belmont Park Addition Phase II Final Plat

Exhibit 2: Belmont Park Addition Phase II Preliminary Plat

FINAL PLAT
of
BELMONT PARK ADDITION
PHASE 2

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

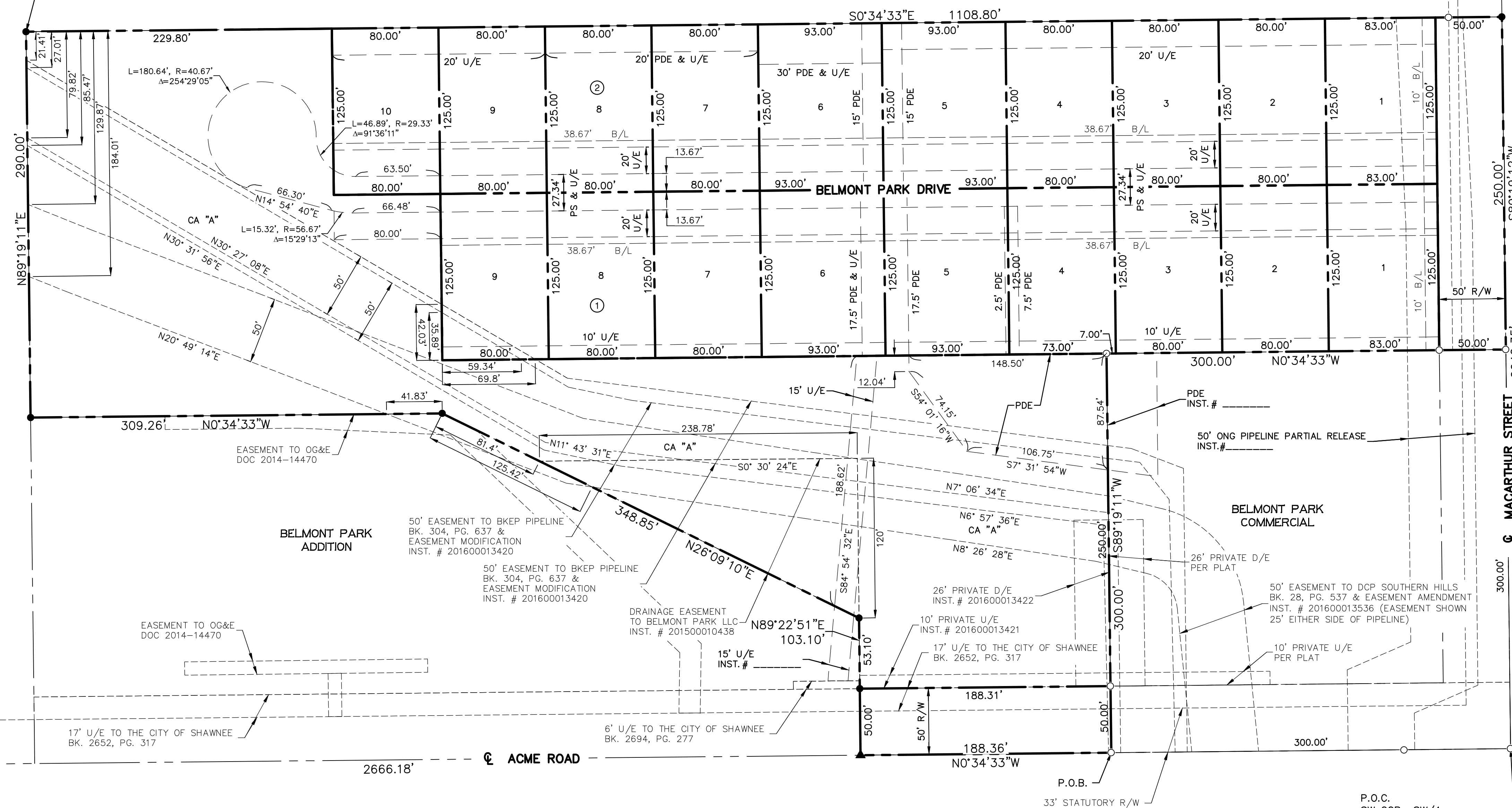
SUBDIVISION CONTAINS:
NINETEEN (19) LOTS IN
TWO (2) BLOCKS
GROSS SUBDIVISION AREA:
±382,923 SQ. FT.
OR ±8.79 ACRES
COMMON AREA:
163,757 SQ. FT.
OR ±3.76 ACRES

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

33' STATUTORY R/W

SEMENT TO THE
OF OKLAHOMA
PG. 54

SET #3 BAR w/ CAP
STAMPED "DURHAM CA 5313"
FOUND #3 BAR STAMPED
"LS 1244" 1.8' EAST

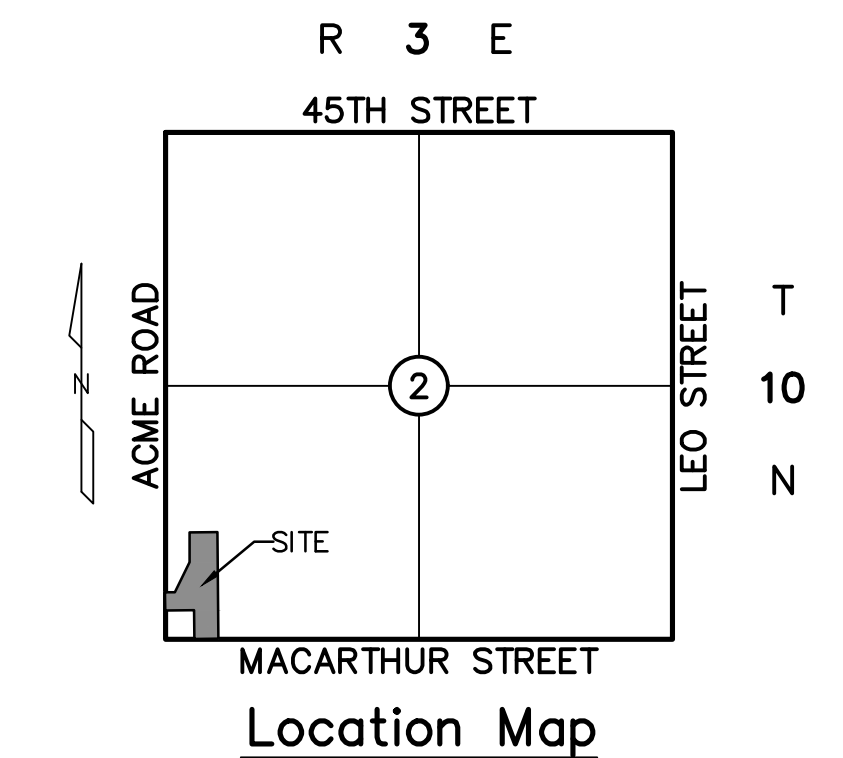


NW COR., SW/4
SEC. 2, T10N, R3E, I.M.
FOUND PK NAIL

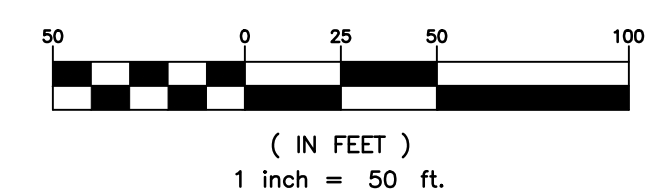
DURHAM SURVEYING, INC.

1819 SOUTH MORGAN ROAD, OKLAHOMA CITY, OKLAHOMA 73128

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



GRAPHIC SCALE



THE BASIS OF BEARING FOR THE TRACT OF LAND IS THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) HAVING A RECORD BEARING OF NORTH 00°34'33" WEST.

B/L = BUILDING LINE
U/E = PUBLIC UTILITY EASEMENT
PDE = PRIVATE DRAINAGE EASEMENT
PS & U/E = PRIVATE STREET & PUBLIC UTILITY
EASEMENT
PDE & U/E = PRIVATE DRAINAGE & PUBLIC UTILITY
EASEMENT
R/W = RIGHT OF WAY
ESMT = EASEMENT
CA = COMMON AREA
LNA = LIMITS OF NO ACCESS
o = FOUND #3 BAR W/ CAP UNLESS OTHERWISE NOTED
● = SET #3 BAR W/ CAP STAMPED "DURHAM CA 5313"
UNLESS OTHERWISE NOTED
▲ = SET MAG NAIL W/ STAMP STAMPED "DURHAM
CA5313" UNLESS OTHERWISE NOTED
(X) = BLOCK NUMBER

NOTES:

1. MAINTAINANCE OF ALL PRIVATE DRIVES, PRIVATE ACCESS FACILITIES, AND PRIVATE COMMON AREAS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION AND/OR PROPERTY OWNERS WITHIN THE DEVELOPMENT.



RUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING

1819 S. Morgan Road
Oklahoma City, OK 73128
Phone: (405) 265-0641
Fax: (405) 265-0649

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

FINAL PLAT APPLICATION



Planning Department

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

For Office Use Only

Case Number: 312-18
Project Number: 181084
Date Filed: November 5th, 2018
Amount Paid: \$263.00
Receipt No.: 02228185

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call (405) 878-1616 with any questions.

APPLICANT Belmont Park Villas, LLC
APPLICANT ADDRESS 20 East 9th Street, Suite 130, Shawnee, OK 74801
APPLICANT PHONE NUMBERS 405-641-5878
EMAIL ADDRESS jramer27@gmail.com
NAME OF PLAT Belmont Park Addition Phase 2
LOCATION East of Acme Road and north of MacArthur Street
NUMBER OF ACRES 8.79 NUMBER OF LOTS 19

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

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00
PLUS **\$2.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 19 \$38.00
PLUS **\$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____
TOTAL COST \$263.00

OWNER/DEVELOPER INFORMATION:

NAME Belmont Park Villas, LLC
ADDRESS 20 East 9th Street, Suite 130, Shawnee, OK 74801
CONTACT NUMBERS 405-641-5878
EMAIL ADDRESS jramer27@gmail.com

PROJECT ENGINEER INFORMATION:

NAME Mark Grubbs, PE
ADDRESS 1819 S Morgan Road
CONTACT NUMBERS 405-265-0641
EMAIL ADDRESS mark.grubbs@gc-okc.com

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

Regular Board of Commissioners

6.

Meeting Date: 01/14/2019

Resolution of Support

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution supporting the consideration of an agreement between Shawnee Civic and Cultural Development Authority and Global Spectrum LLC dba Spectra for management services of the Shawnee Heart of Oklahoma Exposition Center.

Attachments

Resolution of Support

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE CONSIDERATION OF AN AGREEMENT BETWEEN SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY AND GLOBAL SPECTRUM LLC DBA SPECTRA FOR MANAGEMENT SERVICES OF THE SHAWNEE HEART OF OKLAHOMA EXPOSITION CENTER.

WHEREAS, the Shawnee Civic and Cultural Development Authority is an organization that supports the functions of the Shawnee Heart of Oklahoma Exposition Center;

WHEREAS, the City of Shawnee supports economic development and tourism for the benefit of the citizens of Shawnee;

WHEREAS, the Mayor and City Commissioners find that the consideration of a management contract with Global Spectrum LLC dba Spectra for management services of the Shawnee Heart of Oklahoma Exposition Center will provide the citizens of Shawnee with many benefits toward improvement of the city;

NOW THEREFORE BE IT RESOLVED BY THE SHAWNEE CITY COMMISSION that the City Commission supports the consideration for Shawnee Civic and Cultural Development Authority to enter into a management contract with Global Spectrum LLC dba Spectra to manage the Shawnee Heart of Oklahoma Exposition Center.

PASSED AND APPROVED this 14th day of January, 2019.

RICHARD FINLEY, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

7.

Meeting Date: 01/14/2019

Motor Vehicle Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of an ordinance establishing regulations regarding the position and method of turning and required signals of motor vehicles; and also providing for severability, codification, and repealer; and declaring an emergency.

Attachments

Motor Vehicle Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA PROVIDING FOR THE REGULATION OF POSITION AND METHOD OF TURNING AND TURNING MOVEMENTS AND REQUIRED SIGNALS OF MOTOR VEHICLES WITHIN CITY LIMITS, WHICH SHALL BE ADDED TO CHAPTER 19 [MOTOR VEHICLES AND TRAFFIC] OF THE CITY CODE; AND ALSO PROVIDING FOR SEVERABILITY, CODIFICATION, AND REPEALER; AND DECLARING AN EMERGENCY.

WHEREAS, the Code of Ordinances of the City of Shawnee must be amended from time to time to comply with the laws of the State of Oklahoma and the Charter of the City of Shawnee; and

WHEREAS, it is the intent of the City Commission in enacting this ordinance, to provide for, and protect the public health, safety, and welfare of the City of Shawnee, Oklahoma;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF SHAWNEE, POTTAWATTOMIE COUNTY, STATE OF OKLAHOMA, THAT CHAPTER 19 “MOTOR VEHICLES AND TRAFFIC” OF THE CITY CODE BE AMENDED TO ADD THE FOLLOWING SECTIONS THAT PROVIDE FOR THE REGULATION OF PROPER TURNS AND TURNING WITHIN CITY LIMITS, AS DEFINED BELOW:

SECTION I: Chapter 19 [“Motor Vehicles and Traffic”] is amended by adding Section 19-12, which shall include, and place into effect, the following language:

Section 19-12. – Position and Method of Turning.

The driver of a vehicle intending to turn at an intersection shall do so as follows:

- A. Right turns. Both the approach for a right turn and the execution of a right turn shall be made as close as practicable to the right-hand curb or edge of the roadway. The streetcar approach for a right turn and the execution of a right turn may enter the left-hand curb or edge of the roadway.
- B. Left turns from two-way street. The approach for a left turn shall be made in that portion of the right half of the street nearest the center thereof, and after entering the intersection the left turn shall be made so as to leave the intersection to the right of the center of the roadway being entered. The streetcar approach for a left turn shall be made in that portion of the right half of the street nearest the curb line, or nearest the centerline, and after entering the intersection the left shall be made as to leave the intersection to the center the centerline of the roadway being entered.
- C. Left turns, two-way and one-way streets. The approach for a left turn from a two-way street into a one-way street shall be made in that portion of the right half of the street nearest to the center thereof and by passing to the right of such center where it enters the intersection. A left turn from a one-way street into a two-way street shall be made by passing to the right of the center of the street being entered upon leaving the intersection. The streetcar approach for a left turn from a two-way street into a one-way street shall be made in that portion of the right half of the street nearest the curb line, and after entering the intersection the left shall be made as to leave the intersection to the right of the center of the roadway being entered.
- D. Left turns where both roadways are one-way. If both streets or roadways are one-way, both the approach for a left turn and the execution of a left turn shall be made as close as practicable to the left-hand curb or edge of the roadway.

State Law Reference: 47 O.S. § 11-601.

Section 19-13. – Turning Movements and Required Signals.

- A. No person shall turn a vehicle at an intersection unless the vehicle is in proper position upon the roadway as required in Section 19-12, or turn a vehicle to enter a private road or driveway, or otherwise turn a vehicle from a direct course or move right or left upon a

roadway unless and until such movement can be made with reasonable safety. No person shall so turn any vehicle without giving an appropriate signal in the manner hereinafter provided.

- B. A signal of intention to turn right or left, slow or stop when required, shall be given continuously during not less than the last 100 feet traveled by the vehicle before turning or stopping.

State Law Reference: 47 O.S. § 11-604.

SECTION II: Statutory Construction. It is the intent of the City Commission of the City of Shawnee, Oklahoma to supplement applicable state and federal law and not to duplicate or contradict such law.

SECTION III: Severability. The provisions of this Ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this Ordinance.

SECTION IV: Codification. This Ordinance shall be codified in the City Municipal Code, and the codifier is authorized to set out the Ordinance, as a whole, as appropriate

SECTION V: Repealer. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

SECTION VI: Emergency. It being immediately necessary for the preservation of the peace, health, safety and public good of the City of Shawnee, Oklahoma and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist, by reason whereof, this ordinance shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED this 14th day of January, 2019.

RICHARD FINLEY, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

PASSED AND APPROVED and the emergency clause voted on separately this 14th day of January, 2019.

RICHARD FINLEY, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 14th day of January, 2019.

JOSEPH M. VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

8.

Meeting Date: 01/14/2019

Park & Rec. Committee Ord

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of an ordinance creating a parks and recreation committee.

Attachments

Parks and Recreation Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND ADDING TO CHAPTER 21 “PARKS AND RECREATION” OF THE CITY CODE OF THE CITY OF SHAWNEE, OKLAHOMA TO PROVIDE FOR THE CREATION OF A PARKS AND RECREATION COMMITTEE; AND PROVIDING FOR CODIFICATION, REPEALER, AND SEVERABILITY.

WHEREAS, the Code of Ordinances of the City of Shawnee must be amended from time to time to comply with the laws of the State of Oklahoma and the Charter of the City of Shawnee; and

WHEREAS, the Mayor and City Commission have determined that other amendments must be made for the more efficient and practical operations for the City of Shawnee:

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 21 “PARKS AND RECREATION” OF THE CITY CODE BE AMENDED TO ADD THE FOLLOWING SECTION THAT PROVIDES FOR THE CREATION OF A PARKS AND RECREATION COMMITTEE:

SECTION I: Chapter 21 “Parks and Recreation” of the City of Shawnee, Oklahoma Municipal Code is herein amended by adding Section 21-26, which shall include, and place into effect, the following language:

Section 21-26. -- Parks and Recreation Committee

- A. Definitions. The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Parks and Recreation Committee or Committee. The Parks and Recreation Committee is herein defined as the city committee responsible for advising the City Commissioners on policies pertaining to the use of the park and recreational facilities of the City.

- B. Creation and establishment of a city Parks and Recreation Committee. There is hereby created and established a city Parks and Recreation committee, hereafter referred to as "committee", as approved by the mayor and city commission.

- C. Composition, appointment, and term of committee members.

1. Composition.
 - a. The committee will consist of one city commissioner;
 - b. The committee will consist of ten at-large members whom shall only include individuals that are either:
 - i. Residents of the city;
 - ii. Business or property owners within the city; or
 - iii. Employed within the city.
2. Appointment. At-large members shall be appointed by the city mayor.
3. Term. The term of at-large members shall be three years. In the event that a vacancy shall occur during the term of any member, his/her successor shall be appointed for the unexpired portion of the term.

- D. Compensation. Members of the Committee shall serve without compensation.

- E. Duties and responsibilities of the parks and recreation board. The Parks and Recreation Committee shall advise the City Commissioners on policies pertaining to use of the park and recreational facilities of the City, and pursuant thereto:

1. Propose rules and regulations for the maintenance of order, safety, and decency in those parks and recreational facilities;
 2. Consider and investigate any matter affecting the development and improvement of parks and recreational facilities and policies pertaining to the use of those facilities;
 3. Make recommendations to improve the park and recreational facilities;
 4. Make recommendations regarding systems of supervised recreation, and modifications in existing recreational programs;
 5. Provide copies of the minutes of its meetings to the office of the City Clerk within ten (10) days from the date of their approval; and
 6. Provide an annual report of the Board's acts and affairs.
- F. Operation. The Committee shall choose its own officers, make its own rules and regulations, and keep a journal of its proceedings. A majority of the members shall be a quorum for the transaction of business.
- G. Expenditures of City funds; reimbursement of expenses.
1. The Committee shall neither authorize nor incur the expenditures of any City funds for any purpose except as may be authorized and appropriated therefor by the Commissioners.
 2. Members of the Committee are entitled to reimbursement for their actual and necessary expenses, so long as those expenses were incurred in the performance of their duties as Committee members.

SECTION II: Severability. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section III: Codification. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section IV: Repealer. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

PASSED AND APPROVED this 14th day of January, 2019.

RICHARD FINLEY, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY this 14th day of January, 2019.

JOSEPH M. VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

9.

Meeting Date: 01/14/2019

CDS Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of an ordinance regulating the possession of controlled dangerous substances; and also providing for severability, codification, and repealer; and declaring an emergency.

Attachments

CDS Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA PROVIDING FOR THE CREATION OF THE MUNICIPAL OFFENSE OF “SIMPLE POSSESSION OF CONTROLLED DANGEROUS SUBSTANCES”, IN REFLECTION AND ADOPTION OF THE OKLAHOMA UNIFORM CONTROLLED DANGEROUS SUBSTANCE ACT’S REGULATIONS OF SPECIFIED MISDEMEANOR OFFENSES; AND ADDING THE SAID MUNICIPAL OFFENSE TO CHAPTER 20 [OFFENSES AND MISCELLANEOUS PROVISIONS] OF THE CITY CODE; AND ALSO PROVIDING FOR SEVERABILITY, CODIFICATION, AND REPEALER; AND DECLARING AN EMERGENCY.

WHEREAS, the Code of Ordinances of the City of Shawnee must be amended from time to time to comply with the laws of the State of Oklahoma and the Charter of the City of Shawnee; and

WHEREAS, it is the intent of the City Commission in enacting this ordinance, to provide for, and protect the public health, safety, and welfare of the City of Shawnee, Oklahoma, and by affirming and promoting a healthy environment in the City of Shawnee.

AND WHEREAS, it is the intent of the Mayor and the City Commission to provide for the regulation of the improper possession of controlled dangerous substances within City limits, and to promulgate that the simple improper possession of such shall be a municipal offense under the Shawnee Municipal Code; and such offense shall only cover and reflect the same misdemeanor offenses listed in the current, or amended, Oklahoma Uniform Controlled Dangerous Substances Act, Title 63 Okla. Stat. § 2-101 *et seq.*

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF SHAWNEE, POTTAWATTOMIE COUNTY, STATE OF OKLAHOMA, THAT CHAPTER 20 “OFFENSES AND MISCELLANEOUS PROVISIONS” OF THE CITY CODE BE AMENDED TO ADD THE FOLLOWING SECTION THAT PROVIDES FOR THE CREATION OF THE MUNIICIPAL MISDEAMENOR OFFENSE OF SIMPLE POSSESSION OF CONTROLLED DANGEROUS SUBSTANCES, AS DEFINED BELOW:

SECTION I: Chapter 20 is amended by adding Section 20-46, which shall include, and place into effect, the following language:

Section 20-46. – Simple Possession of Controlled Dangerous Substances.

- A. The City of Shawnee shall adopt, and incorporate herein, the Oklahoma Uniform Controlled Substances Act, being Title 63 Okla. Stat. Sec. 2-101, *et seq.*, as amended, but only to the extent that said Act regulates misdemeanor offenses. Misdemeanor offenses described and listed in the Oklahoma Uniform Controlled Substances Act shall be the enforceable Municipal Offense of Simple Possession of Controlled Dangerous Substances, under this Chapter and Section, and for the purpose of establishing locally appropriate rules and regulations for the public health, safety, and welfare of the City. The adoption of such misdemeanor offenses in the said Act is not intended to, or does not repeal any other provision of this Chapter, but shall be in addition thereto.
- B. Prohibited acts. It is unlawful for any person knowingly or intentionally to possess any Controlled Dangerous Substance, as defined in the Oklahoma Uniform Controlled Dangerous Substance Act, unless such substance was obtained directly or pursuant to a valid prescription or order from a practitioner, while acting in the course of his professional practice, or unless exempted in any misdemeanor act or offense in the Oklahoma Uniform Controlled Dangerous Substance Act.
- C. Penalties for violation. Any person who violates this section shall be guilty of an offense and shall be punishable as follows:
 - 1. Upon conviction of the first offense, punishment shall be a fine in an amount not less than \$100.00, but not to exceed \$500.00 and costs, and/or by imprisonment in the city jail not to exceed 30 days.

2. Upon conviction of a second and subsequent offense, punishment shall be by a fine in an amount of \$500 and costs, and/or by imprisonment in the city jail not to exceed 60 days.

State Law Reference: 63 O.S. § 2-201 *et seq.*,

SECTION II: Statutory Construction. It is the intent of the City Commission of the City of Shawnee, Oklahoma to supplement applicable state and federal law and not to duplicate or contradict such law.

SECTION III: Severability. The provisions of this Ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this Ordinance.

SECTION IV: Codification. This Ordinance shall be codified in the City Municipal Code, and the codifier is authorized to set out the Ordinance, as a whole, as appropriate

SECTION V: Repealer. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

SECTION VI: Emergency. It being immediately necessary for the preservation of the peace, health, safety and public good of the City of Shawnee, Oklahoma and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist, by reason whereof, this ordinance shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED this 14th day of January, 2019.

RICHARD FINLEY, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

PASSED AND APPROVED and the emergency clause voted on separately this 14th day of January, 2019.

RICHARD FINLEY, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CITY CLERK

Approved as to form and legality this 14th day of January, 2019.

JOSEPH M. VORNDRAH
CITY ATTORNEY

Regular Board of Commissioners

10.

Meeting Date: 01/14/2019

Article VIII, Chapter 8 Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of an ordinance repealing certain portions of Article VIII, Chapter 8; providing for severability; and declaring an emergency.

Attachments

Article VIII, Chapter 8 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8 (BUSINESSES, PERMITS AND LICENSES), BY REPEALING CERTAIN PORTIONS OF ARTICLE VIII TO THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, a proposal has been presented to the City Commission of the City of Shawnee, Oklahoma to amend Chapter 8 of the Code of Ordinances of the City of Shawnee, Oklahoma, and,

WHEREAS, the City Commission has determined that such modification and amendment is necessary and in the best interest of the health and safety of the citizens of the City of Shawnee,

THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1. Amendment.

Chapter 8 is amended by repealing the following provisions contained in Section 8-516:

Section 8-516 Marijuana Growing Facilities for Personal Medical Use; Security.

- ~~1. All owners of Marijuana Growing Facilities for Personal Medical Use are required to register with the City Clerk.~~
- ~~2. The City Commission will establish by resolution a fee to register as a Marijuana Growing Facilities for Personal Medical Use. The fee shall be used to offset municipal expenses covering costs related to the administration of the registry. Those on fixed income or disability may apply to the City Clerk to have the registration fee waived.~~
- ~~3. All Marijuana Growing Facilities for Personal Medical Use shall be subject to security provisions as stated herein prior to registration. Failing to comply with security provisions as stated herein will be treated as a violation of City Code and applicable state law.~~
4. 1. Growing marijuana shall not be conducted in a manner that constitutes a public nuisance. A public nuisance may be deemed to exist if growing marijuana produces light, glare, heat, noise, odor or vibration that is detrimental to public health, safety or welfare or interferes with the reasonable enjoyment of life and property.
- ~~5.~~ 2. The primary use of the residential property in which marijuana is grown shall remain at all times a residence, with legal and functioning cooking, eating, sleeping and sanitation/bathing facilities with proper ingress and egress. No room shall be used for growing marijuana where such cultivation will impair or prevent the primary uses of cooking, eating, sleeping or sanitation/bathing.
- ~~6. Growing Marijuana for personal use without first obtaining a license from the State of Oklahoma and registering with the City Clerk is punishable by a fine of \$200.00 per day while the violation exists.~~

Section 2. Severability.

If any one or more of the sections, sentences, clauses or part of this ordinance, chapter or section shall for any reason be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Shawnee that this ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

Section 3. Emergency Clause.

It being immediately necessary for the preservation of public health, peace, and safety, an emergency is hereby declared to exist, by reason whereof this Ordinance shall take effect and be in full force from and after its passage and approval.

[Signature page to follow.]

PASSED AND APPROVED this 14th day of January, 2019.

RICHARD FINLEY, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

PASSED AND APPROVED and the emergency clause voted on separately this 14th day of January, 2019.

RICHARD FINLEY, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 14th day of January, 2019.

JOSEPH M. VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

11.

Meeting Date: 01/14/2019

Easement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of an ordinance providing for the closing of a public easement situated within portions of Lot 2 and Lot 3, Villagio Addition Section Number 1 Shawnee, Pottawatomie County, Oklahoma; and declaring an emergency.

Attachments

Easement Staff Report

Easement Ordinance



DATE: January 10th, 2019

TO: Shawnee City Commission

FROM: Joseph Barker, Assistant City Planner

RE: **Closure Request – Oklahoma Heart Hospital (3306 North Kickapoo, Suite 150)**

The applicant, Crafton Tull & Associates, is requesting an easement closure located at 3306 North Kickapoo, Suite 150. The existing easement goes east to west and is approximately 1,400 square feet in area through the middle of the existing lot.

It is the intention of the applicant to expand the Oklahoma Heart Hospital. The closure of this easement is necessary to allow them to begin the process of vacating said easement. Construction of the new facility cannot proceed until said easement is closed and vacated. A municipality retains the absolute right to reopen the easement without expense to said municipality by ordinance whenever said municipality deems it necessary. The term “close” means a legislative act of a governing body of a municipality discontinuing public use of the easement without affecting title to real property. All franchisees were notified per Section 42-110, Title 11 of the Oklahoma Statutes on December 12th, 2018.

Closing of an easement does not affect the right of franchise or others determined by the governing body to have a special right or privilege in the public easement from maintaining, repairing, reconstructing, operating, or removing services therein (State Statute 11 O.S. 42-110(D)).

After much consideration staff recommends adopting the ordinance to close the easement upon the following condition:

1. This closure will take effect upon approval of the waterline construction plans.

Staff does hereby recommend adopting the ordinance upon the above condition.

Attachments:

1. Alex Sotomayor-Letter of request;
2. Exhibit 1-Map of easement closure; and
3. Exhibit 2-Site plan.



November 26, 2018

Justin DeBruin, AICP
Community Development Director
222 N. Broadway
Shawnee, OK 74801
(405) 878 -1665

RE: Oklahoma Heart Hospital (3306 N. Kickapoo, Suite 150 Shawnee, OK)

Dear Mr. DeBruin:

It is our intention to close the entire platted 20' Utility Easement located 10' from the southernmost boundary of Lot 2 and 10' from the northern most boundary of Lot 3 of LOTS 2 & 3, VILLAGIO ADDITION SECTION #1, ACCORDING TO THE RECORDED PLAT THEREOF.

There is currently a 6" waterline that runs through the easement. We have submitted plans to the City of Shawnee to relocate the existing waterline to run along the southern and western boundary of Lot 3, within in a proposed 10' Utility Easement.

Along with this letter I am attaching a copy of the existing location of the easement and a copy of our proposed plan with the location of our proposed easement.

Sincerely,

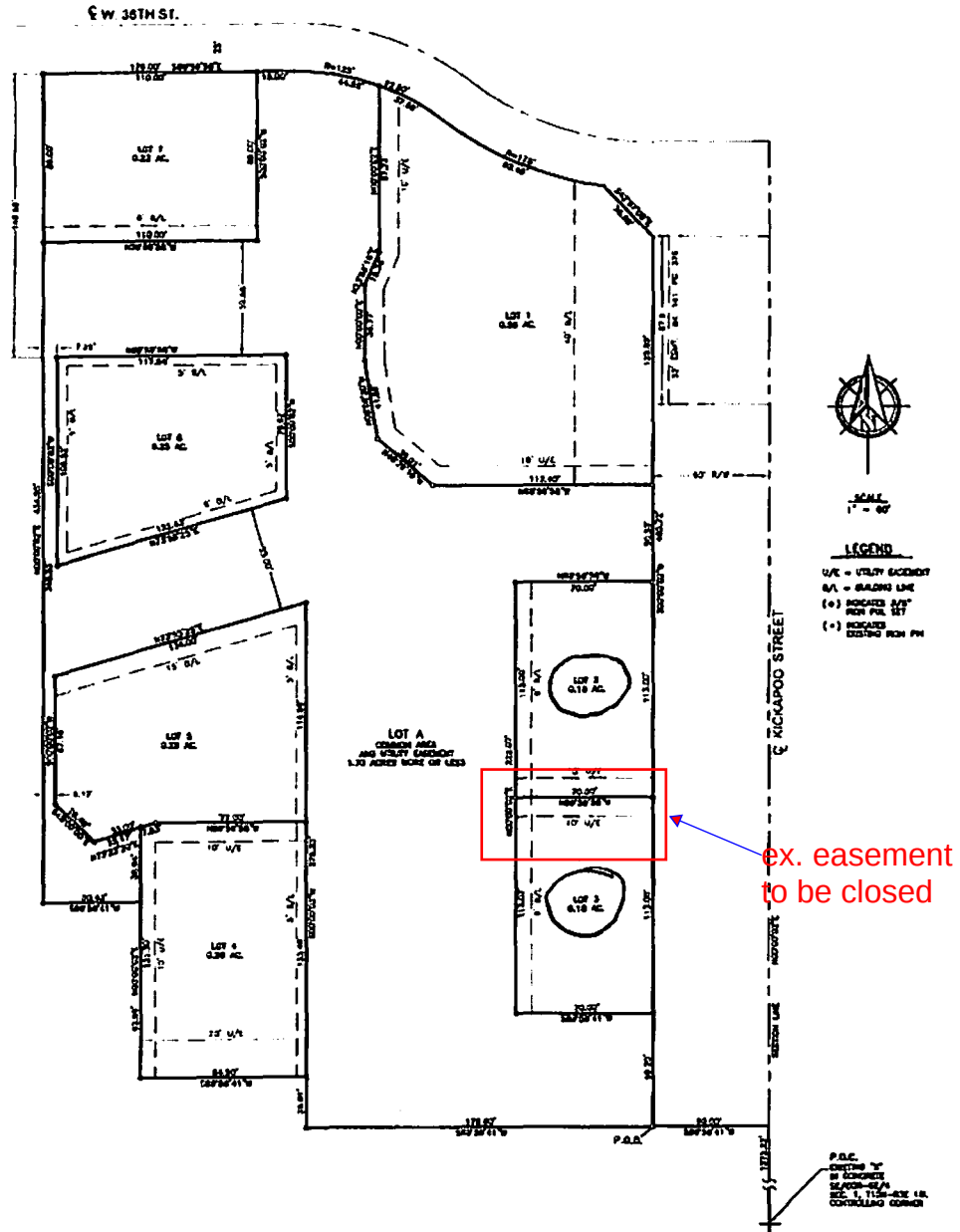
Alex Sotomayor

CTA Project#186054

THE VILLAGIO ADDITION

SECTION #1

A SUBDIVISION OF A PART OF THE E/2 OF THE SE/4 OF SECTION 1, TOWNSHIP 10 NORTH,
RANGE 3 EAST, I.M., CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA.



LANDES ENGINEERING
www.landesengineering.net
903 E. 35th Street • P.O. BOX 1032
SHAWNEE, OKLAHOMA 74802-1032
(405) 275-5755 • Fax (405) 275-9047
CA # 2260

The Villagio Addition			
Phase I			
Final Plat			
Drawn	07/03/10	1	1

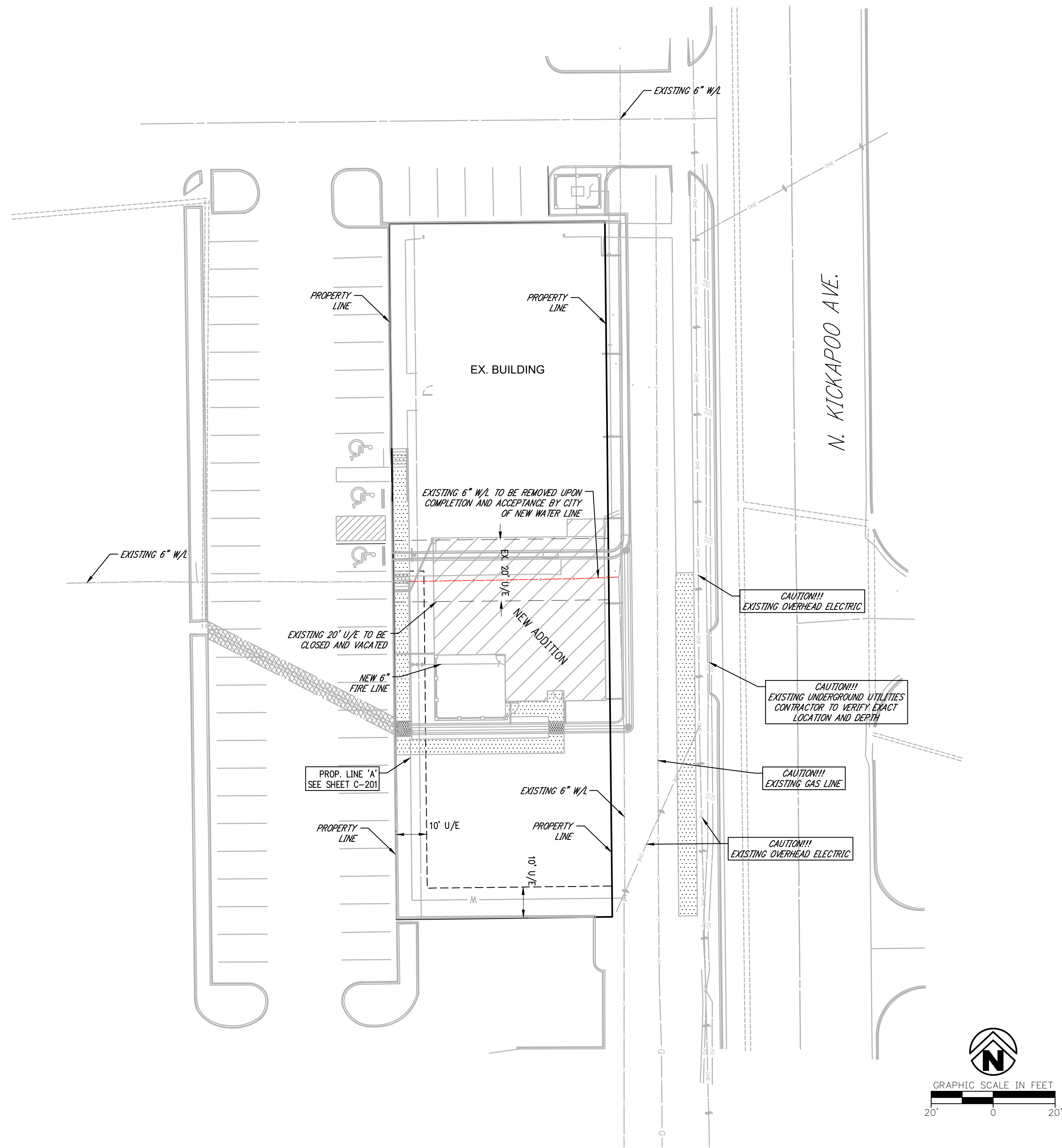
3306 N. KICKAPOO, SUITE 150
SHAWNEE, OKLAHOMA

Key Plan

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.

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PROPOSED EASEMENT EXHIBIT



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA PROVIDING FOR THE CLOSING OF A PUBLIC EASEMENT SITUATED WITHIN PORTIONS OF LOT 2 & LOT 3, VILLAGIO ADDITION SECTION #1 SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Title 11, Okla. Stat. § 42-110(A), through the passage of an ordinance by the governing body, a municipality has the power to close to the public use any public way or easement within the municipality whenever deemed necessary or expedient;

WHEREAS, 11 Okla. Stat. § 42-110(B), dictates that the municipality shall give written notice of any proposed closing of a public way or easement to any holder of a franchise or others determined by the governing body to have a special right to use the public way or easement at least thirty (30) days prior to passage of any ordinance providing for closing of a public way or easement;

WHEREAS, a proper applicant, Crafton Tull & Associates, has requested the closure of a waterline easement owned and utilized by the City, situated within a plated portion of the city, and having the address of 3306 N. Kickapoo, Suite 150, (described below); the said applicant has made this closure request because it intends to expand its existing infrastructure; and the City Community Development Department has recommended the approval of the said applicant's proposed easement closure;

WHEREAS, All pertinent franchisees and interested parties have been properly notified prior to 30 days of the passage of this ordinance to close an easement, in accordance with 11 O.S. § 42-110(B);

WHEREAS, it is the intent of the City Commission in enacting this ordinance, to provide for the closing of the below described easement in the interest of efficient City operations and to facilitate expedient commerce within the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA, THAT THE FOLLOWING EASEMENT SHALL BE CLOSED:

SECTION I: Closing of easement pursuant to 11 O.S. § 42-110. The following easement within the City of Shawnee, Oklahoma shall be closed:

A tract of land situated within portions of LOT 2 & LOT 3, VILLAGIO ADDITION SECTION #1 SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, the same being described by metes and bounds as follows:

BEGINNING at the Common Westerly corner of said lots:
thence N 00° 36' 05" W along the West line of said lots a distance of 10.00 feet;
thence N 89° 23' 55" E a distance of 70.00 feet to a point on the East line of said lots;
thence S 00° 36' 05" E along said line a distance of 20.00 feet;
thence S 89° 23' 55" W a distance of 70.00 feet to a point on the West line of said lots;
thence N 00° 36' 05" W along said line a distance of 10.00 feet to the POINT OF BEGINNING.

Said tract contains 1,400 Sq. Ft or 0.032 Acres, more or less.

A copy of said Plat, with a box highlighting the subject easement to be closed is attached hereto as **Exhibit A**.

State Law Reference: 11 O.S. § 42-101, 11 O.S. § 42-110.

SECTION II: Emergency. It being immediately necessary for the preservation of the peace, health, safety and public good of the City of Shawnee, Oklahoma and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist, by reason whereof, this ordinance shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED this 14th day of January, 2019.

RICHARD FINLEY, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

PASSED AND APPROVED and the emergency clause voted on separately this 14th day of January, 2019.

RICHARD FINLEY, MAYOR

ATTEST:
(SEAL)

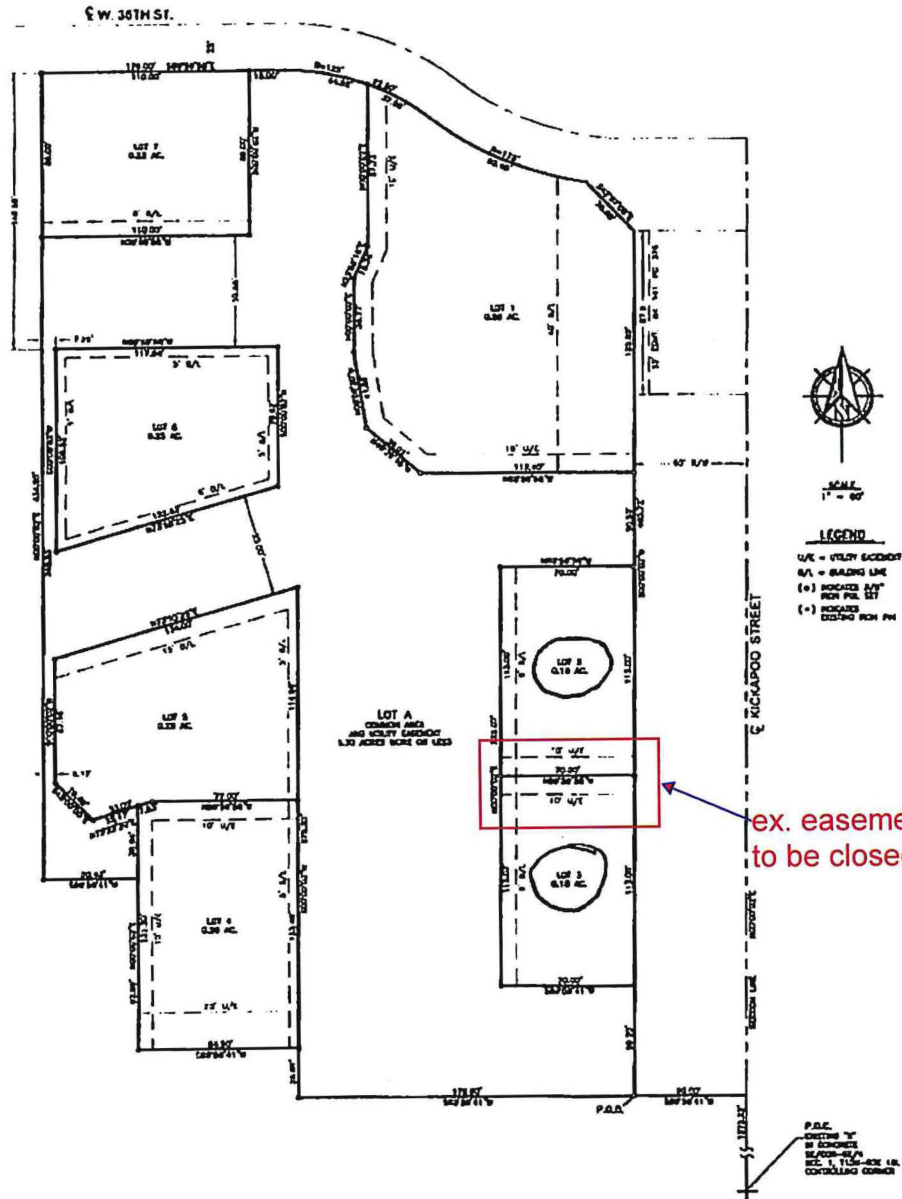
LISA LASYONE, CITY CLERK

Approved as to form and legality this 14th day of January, 2019.

JOSEPH M. VORNDRAN
CITY ATTORNEY

THE VILLAGIO ADDITION SECTION #1

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The Villagio Addition

Phase I

Final Plat

Date: 07/02/10

Regular Board of Commissioners

12.

Meeting Date: 01/14/2019

Sales Tax/Treasurer Rpt

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge monthly Sales Tax and City Treasurer Report.

Attachments

Sales Tax/Treasurer Rpt



Date: January 14, 2019
To: Honorable Mayor and City Commissioners
From: Chance Allison, CPA, Finance Director and City Treasurer
Subject: January Sales and Use Tax Deposit

Sales and Use Tax Collections: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in January consist of December estimates and November final reported collections. Any taxes collected for months prior to November will include accrued late penalty interest.

Sales Tax Collection Allocated by Fund:

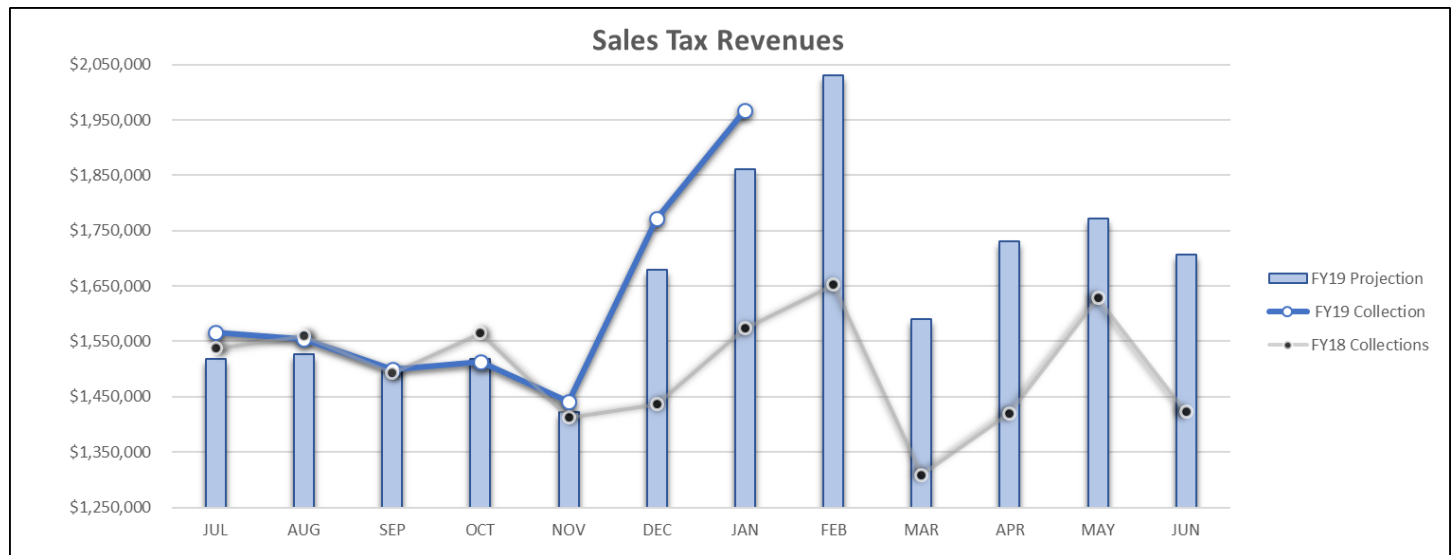
The January sales tax deposit was \$1,966,922.75, including interest of \$2,098.39, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,123,955.87
2018 Capital Improvements Fund	280,988.96
Capital Improvements Fund	217,766.45
Street Improvements Fund	245,865.34
Economic Development Fund	28,098.91
Police Sales Tax Fund	35,123.61
Fire Sales Tax Fund	<u>35,123.61</u>
Total Sales Taxes Collected	<u>\$ 1,966,922.75</u>

Finance Department Report:

Sales and use tax collections totaled \$2,150,302 for January 2019. The overall budgeted increase for both sales and use tax collections for FY 2019 was a modest 0.50% based on conservative estimates of historical trends. Sales tax collections are up \$288,652, or 2.62%, over the projected budget year-to-date. Use tax collections are up approximately \$77,033, or 9.08%, over the projected budget year-to-date.

Fiscal Year 2019 Sales Tax Collections and Performance:

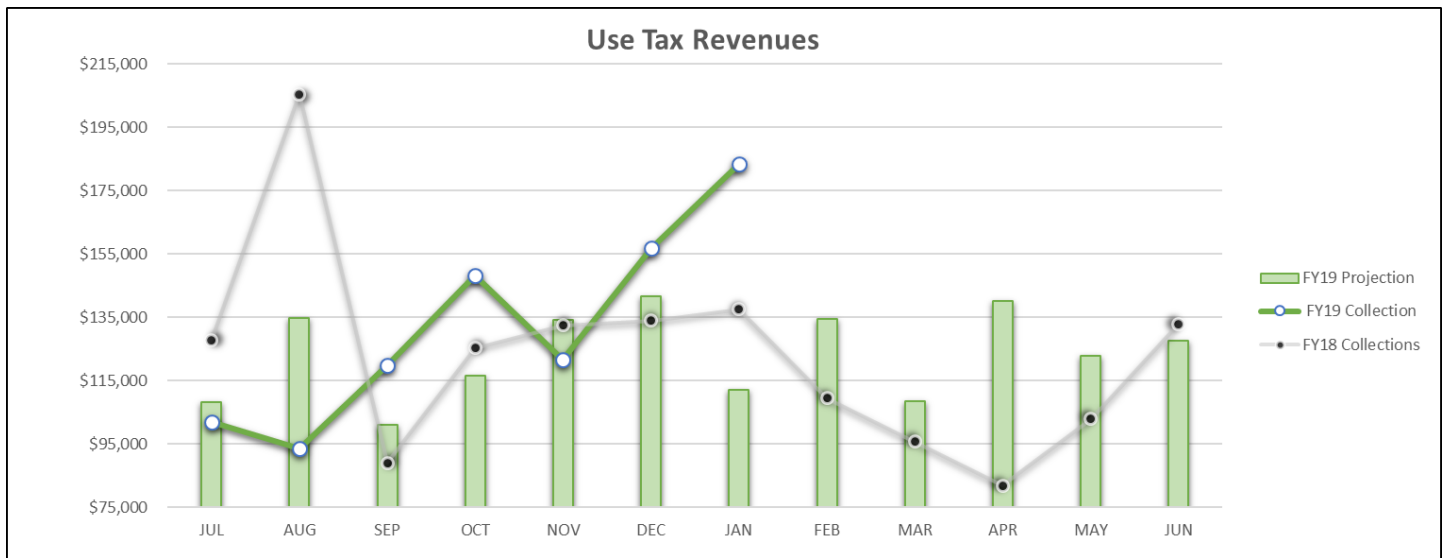


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts (January 2019):	\$ 1,860,428	\$ 1,966,923	\$ 106,495	5.72%
Sales Tax Receipts (year-to-date):	\$ 11,024,310	\$ 11,312,962	\$ 288,652	2.62%

	January 2019	January 2018	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 1,966,923	\$ 1,573,267	\$ 393,656	25.02%

	Year To Date FY 2019	Year To Date FY 2018	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 11,312,962	\$ 10,578,391	\$ 734,571	6.94%

Fiscal Year 2019 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (January 2019):	\$ 111,968	\$ 183,379	\$ 71,411	63.78%
Use Tax Receipts (year-to-date):	\$ 848,555	\$ 925,588	\$ 77,033	9.08%

	January 2019	January 2018	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 183,379	\$ 137,560	\$ 45,819	33.31%

	Year To Date FY 2019	Year To Date FY 2018	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 925,588	\$ 951,716	\$ (26,128)	-2.75%