

AGENDA
BOARD OF CITY COMMISSIONERS
December 16, 2019 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
2. Consider approval of Consent Agenda:
 - a. Minutes from the December 2, 2019 regular meeting and December 4, 2019 Special Call meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for November 2019
 - Project Payment Report for November 2019
 - Zoning Board of Adjustment Minutes from December 21, 2017
 - Traffic Commission Minutes from May 28, 2019 and August 24, 2019
 - Wes Watkins Reservoir Oversight Committee Minutes from September 5, 2019
 - Planning Commission Minutes from the November 6, 2019 regular meeting
 - c. Acceptance of Shawnee Townhomes public improvements and place maintenance bonds into effect.
 - d. Mayor's Appointments:

Shawnee Community Beautification Committee
LaDonna Bryce 1st Partial Term Expires: January 1, 2022
Replaces Holly Gordon – Resigned

Shawnee Housing Authority
Marion McMillan 2nd Full Term Expires: February 1, 2023
Reappointment

Paul Pounds 2nd Full Term Expires: February 1, 2023
Reappointment

Tamera Hale 2nd Full Term Expires: February 1, 2023
Reappointment

Parks and Recreation Committee

Lynn Dale Gray 1st Partial Term Expires: January 1, 2024

Replaces Miriam Bell – Resigned

- e. Acceptance of the following properties donated to the City of Shawnee by Pottawatomie County:
 - 1. 322 North Park Avenue, Shawnee, Oklahoma
 - 2. 500 South Park Avenue, Shawnee, Oklahoma
 - 3. 312 South Market Avenue, Shawnee, Oklahoma
 - 4. 217 South Oklahoma Avenue, Shawnee, Oklahoma
 - 5. 221 South Oklahoma Avenue, Shawnee, Oklahoma
 - 6. 223 South Pennsylvania Avenue, Shawnee, Oklahoma
 - 7. 235 South Pennsylvania Avenue, Shawnee, Oklahoma
 - 8. 225 South Minnesota Avenue, Shawnee, Oklahoma
 - 9. 227 South Minnesota Avenue, Shawnee, Oklahoma
 - 10. 236 South Minnesota Avenue, Shawnee, Oklahoma
 - 11. 242 South Minnesota Avenue, Shawnee, Oklahoma
 - 12. 328 South Minnesota Avenue, Shawnee, Oklahoma
- 3. Presentation by Animal Control to present the Pet of the Week.
- 4. Presentation by Kathy Laster, President/CEO of Avedis Foundation.
- 5. Public hearing and consideration of an ordinance to rezone property located 250 feet south of the southwest corner of Highway 102 and Lake Road, containing 4.68 acres, from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District). Case No. P21-19, Applicant: Linda Nowlin.
- 6. Public hearing and consideration of an ordinance to rezone property located at 39182 Clearpond Road, containing 6.4 acres, from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a Conditional Use Permit to allow a manufactured home. Case No. P22-19, Applicant: Karen Hinrichs.
- 7. Public hearing and consideration of an ordinance to rezone property located at 39405 West MacArthur Street, containing 2.58 acres, from RE (Residential Estate District) to C-3 (Highway Commercial District). Case No. P14-19, Applicant: Gregory Peck. *(Deferred from the August 19, 2019 City Commission meeting.)*
- 8. Discussion and consideration of an ordinance establishing a designated Health Zone encompassing certain areas within the Municipal Limits of the City of Shawnee, Oklahoma as Chapter 15 [Health and Sanitation], Article V [Designated Health Zone]; and providing for codification, repealer, and severability.
- 9. Discussion and consideration of an ordinance amending the boundaries of the City of Shawnee, Oklahoma, by de-annexing/detaching certain property within the City of Shawnee, Pottawatomie County; and providing for severability, codification, and repealer; and declaring an emergency.

10. Consideration of approval to deed the following properties to Central Oklahoma Community Action Agency (COCAA):
 - a. 322 North Park Avenue, Shawnee, Oklahoma
 - b. 500 South Park Avenue, Shawnee, Oklahoma
 - c. 312 South Market Avenue, Shawnee, Oklahoma
 - d. 217 South Oklahoma Avenue, Shawnee, Oklahoma
 - e. 221 South Oklahoma Avenue, Shawnee, Oklahoma
 - f. 223 South Pennsylvania Avenue, Shawnee, Oklahoma
 - g. 235 South Pennsylvania Avenue, Shawnee, Oklahoma
 - h. 225 South Minnesota Avenue, Shawnee, Oklahoma
 - i. 227 South Minnesota Avenue, Shawnee, Oklahoma
 - j. 236 South Minnesota Avenue, Shawnee, Oklahoma
 - k. 242 South Minnesota Avenue, Shawnee, Oklahoma
 - l. 328 South Minnesota Avenue, Shawnee, Oklahoma
11. Consider a resolution to declare real property located at 518 South Beard Street, known as Fire Station No. 4, AP Block 123 N50' Lots 14 thru 17, as surplus property, authorizing staff to solicit sealed bids to sell the property and set a minimum bid.
12. Acknowledge monthly Sales Tax and Budget Report.
13. Administrative Reports
 - a. Director of Tourism Stacy Cramer Moore – Tourism Update
14. Consider Bids:
 - a. Senior Citizens Center Roofing Project (Award)
15. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
16. Commissioners Comments
17. 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

2. a.

Meeting Date: 12/16/2019

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the December 2, 2019 regular meeting and December 4, 2019 Special Call meeting.

Attachments

CC Minutes

CC SC Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

DECEMBER 2, 2019 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 2, 2019 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 4:39 p.m. on November 26, 2019. 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

The Lord's Prayer

FLAG SALUTE

AGENDA ITEM NO. 1:

Citizens Participation

(A three-minute limit per person)

(A twelve-minute limit per topic)

Ms. Holly Gordon thanked the Commission for offering the Broadway Project Listening Session on Wednesday, December 6, 2019 at 6:00 p.m. for everyone to participate.

Mr. Glen Keegan spoke in opposition of the proposed bike lanes on Broadway Avenue.

Mr. Randy James thanks the Commissioners who attended the meeting regarding the proposed bike lanes this past Saturday.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the November 18, 2019 regular meeting.
- b. Acknowledge the following minutes:
 - Shawnee Urban Renewal Authority Minutes from the August 6, 2019 regular meeting
- c. Authorize staff to sign an amended City Hall Tower Site Lease Agreement with T-Mobile.
- d. Authorize renewal of an agreement with the Housing Authority of the City of Shawnee for supplemental police services.
- e. Mayor's Appointments:

Zoning Board of Adjustments

Mark Cannon 2nd Full Term Expires: June 1, 2022
Reappointment

Shawnee Civic and Cultural Development Authority

Mindy Palmer 1st Full Term Expires: December 31, 2023
Reappointment

A motion was made by Commissioner Bolt, seconded by Commissioner Gillham, to approve Consent Agenda Item Nos. 2 (a-e). Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 3:

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

Animal Control Officer Leathers presented Anna, a terrier mix puppy. Officer Leathers said Anna is just a few months old and is eligible for adoption.

AGENDA ITEM NO. 4:

Discussion and consideration of an ordinance amending the employee retirement system, defined benefit plan for the City of Shawnee, Oklahoma by adopting a revised and restated retirement plan; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for non-alienation of benefits; providing for employer and employee contributions; providing for accounting, allocation, and valuation; providing benefits; providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a retirement committee and providing for powers, duties, and rights of retirement committee; providing for payment of certain obligations; providing for duration and payment of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns and their agencies and instrumentalities for purposes of administration, management, and investment as part of the Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for repealer and severability; adopting those amendments mandated by the Internal Revenue Code; and declaring an emergency.

Personnel Director Jennifer Greenland provided a staff report.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to approve an ordinance amending the employee retirement system, defined benefit plan for the City of Shawnee, Oklahoma by adopting a revised and restated retirement plan; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for non-alienation of benefits; providing for employer and employee contributions; providing for accounting, allocation, and valuation; providing benefits; providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a retirement committee and providing for powers, duties, and rights of retirement committee; providing for payment of certain obligations; providing for duration and payment of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns and their agencies and instrumentalities for purposes of administration, management, and investment as part of the Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for repealer and severability; adopting those amendments mandated by the Internal Revenue Code. Motion carried 7-0.

Ordinance No. 2680NS was introduced.

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR THE CITY OF SHAWNEE, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; AND DECLARING AN EMERGENCY.

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

Ordinance No. 2680NS was adopted by the City Commission.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to approve emergency clause relating to Ordinance No. 2680NS. Motion carried 7-0.

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

AGENDA ITEM NO. 5: Consider Bids:

- a. Purchase and Installation of Vinyl Tile, Carpet, and Ceramic Tile for the Shawnee Library (Award)

Director of Operations James Bryce announced that two (2) bids were received. After review and consideration, it was Staff's recommendation to award the bid to Bryan's Flooring of Oklahoma City, Oklahoma with the base bid amount of \$92,600.00 with possible additional cost depending on moisture content. If moisture was found, the additional cost could be one of the following:

- Up to 93% moisture - \$0.25 per square foot more;
- 94% to 95% moisture - \$2.50 per square foot more; or
- Over 95% moisture - \$4.50 per square foot more.

A motion was made by Commissioner Bolt, seconded by Commissioner Sehorn, to accept staff's recommendation and award to Bryan's Flooring with the base bid amount of \$92,600.00 plus additional moisture costs, if any. Motion carried 7-0.

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

- b. Senior Citizens Center Roofing Project (Award)

Director of Operations James Bryce announced four (4) bids were received. After discussions with contractors, Mr. Bryce feels there was a misunderstanding with the bid. He recommends deferral of the bid award to a future City Commission meeting in order to further review the bids.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to defer the bid award to a future City Commission meeting. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 6:

Administrative Reports:

a. Emergency Management Director Don Lynch – Mass Alerting System

Emergency Management Director Don Lynch provided an update on the Mass Alerting System. Staff is currently updating data that includes street and address locations and land line phone numbers in order that the vendor can provide accurate information to citizens. If individuals would like their mobile phones or email addresses added to the system for alerts, they may update their own information once the system is live.

b. Director of Operations James Bryce – Shawnee Community Beautification Committee

Director of Operations James Bryce announced the Shawnee Community Beautification Committee was awarded the Keep Oklahoma Beautiful award for communities with a population of 15,000 to 40,000.

AGENDA ITEM NO. 7:

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

There was no New Business.

AGENDA ITEM NO. 8:

Commissioners Comments

Commissioner Bolt announced that the Christmas Parade would be held this Thursday, December 5, 2019.

Vice Mayor Harrod thanked Daniel Shaughnessy for hosting a Community Member Discussion regarding the Broadway Street Beautification Project and Rachael Melot for attending and answering questions. He also thanked Reverend Ray Belford for allowing the discussion to be held at First Christian Church. He stated that the Commission is hosting a Broadway Project Listening Session on Wednesday, December 6, 2019 at 6:00 p.m.

Commissioner Rutherford said he is looking forward to the annual Christmas Parade and thanked Safe Events for Families for hosting the event.

Commissioner Salter announced the Senior Citizens of Shawnee Board (SCSB) is hosting a year-end gathering event to allow citizens to suggest senior programming, visit the updated facility, and talk to board members.

Mayor Finley expressed his appreciation to everyone who came to the meeting on Saturday regarding the Broadway project. He stated citizen input is always welcome.

AGENDA ITEM NO. 9:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:33 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

BOARD OF CITY COMMISSIONERS PROCEEDINGS

DECEMBER 4, 2019 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Special Call Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Wednesday, December 4, 2019 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 9:25 a.m. on November 26, 2019. 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

Prayer by Father Tom Dahlman

FLAG SALUTE

AGENDA ITEM NO. 1:

Mayor and City Commissioners to attend the Broadway Project Listening Session.

Mayor Finley stated ground rules for the meeting. He explained anyone who wishes to speak must sign up and names will be called in order of sign up. Per City Ordinance, there is a three-minute per person time limit; however, the twelve-minute per topic portion is being waived for tonight's meeting.

The following citizens spoke regarding the Broadway Project and proposed bike lanes: Father Tom Dahlman, Mr. Glenn Peck, Ms. Holly Gordon, Mr. Daniel Shaughnessy, Mr. John King, Miss Bella Dahlman, Mr. Gene Greenfield, Ms. Kimberlye Finch, Ms. Cheryl Eichling, Ms. LaDonna Bryce, Ms. Kay Wheeler, Mr. Troy Cook, Mr. John King, Mrs. Nelda Ward, Ms. Carmen Wolf, Mrs. Cami Engles, and Mr. Larry Smith.

Mayor Finley called on Mrs. Rachael Melot, Director of Blue Zones Project, to further explain the Broadway Project and the process that has taken place to date. Mrs. Melot explained that the Broadway Project is a Complete Street project that will propose several aspects of Broadway Avenue, including but not limited to street lighting, speed limits, sidewalks and bike lanes.

Commissioner Bolt thanked everyone for attending the meeting tonight. He stated his concerns for additional street lighting and speeding. He stated it is important to get opinions and the engagement of citizens during community discussions. He advised that the project still has not been designed.

Commissioner Gillham said that improvements to Broadway Avenue will put a positive impact on the area. He said that Broadway is a natural gateway to downtown.

Vice Mayor Harrod stated he would like to see the project completed but does not want residents to lose parking. He said he would like to see other projects already committed to completed before Broadway Avenue improvements.

Commissioner Rutherford stated that this is still a proposal and no plans have been finalized yet. He does not want residents to lose their parking, but believes there can be a compromise.

Commissioner Sehorn stated that he would like to see Broadway revitalized. He does not want anyone to lose their parking.

Commissioner Salter said we will all have to work together to get the Broadway Project worked out.

Mayor Finley noted a lot of good points were made on both sides of the proposed project.

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

RICHARD FINLEY, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners**2. b.**

Meeting Date: 12/16/2019

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 November 2019
- Project Payment Report for November 2019
- Zoning Board of Adjustment Minutes from December 21, 2017
- Traffic Commission Minutes from May 28, 2019 and August 24, 2019
- Wes Watkins Reservoir Oversight Committee Minutes from September 5, 2019
- Planning Commission Minutes from the November 6, 2019 regular meeting

Attachments

License Payment Report

Project Payment Report

ZBOA Minutes

Traffic Minutes 05-28-2019

Traffic Minutes 08-24-2019

Wes Watkins Minutes

Planning Minutes

===== PAYMENT DISTRIBUTION =====								
LICENSE	PERIOD	CODE	ISSUED TO	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
020640	6/14/19- 6/13/20	ALARM	LECOMPT, OREN	15.00CR	.00	.00	.00	15.00CR
020651	6/15/19- 6/14/20	ALARM	HODGES, NATHAN R	15.00CR	.00	.00	.00	15.00CR
020674	6/17/19- 6/16/20	ALARM	HECK, HAROLD	15.00CR	.00	.00	.00	15.00CR
020694	6/20/19- 6/19/20	ALARM	DENNIS, DWYANE	15.00CR	.00	.00	.00	15.00CR
021031	8/19/19- 8/18/20	ALARM	KOHL'S DEPARTMENT STORE IN	15.00CR	.00	.00	.00	15.00CR
022993	9/24/19- 9/23/20	ALARM	HAMM, KELLY R	15.00CR	.00	.00	.00	15.00CR
024106	7/10/19- 7/09/20	ALARM	LOMAN, JAMES	15.00CR	.00	.00	.00	15.00CR
024788	10/24/19-10/23/20	ALARM	BENTON TAX SERVICE	15.00CR	.00	.00	.00	15.00CR
024789	10/24/19-10/23/20	ALARM	BENTON, JR., ELBERT J	15.00CR	.00	.00	.00	15.00CR
024898	11/20/19-11/19/20	ALARM	MASSEY, DAWNDA G	15.00CR	.00	.00	.00	15.00CR
026181	8/25/19- 8/24/20	ALARM	MOSMAN, BRAD	15.00CR	.00	.00	.00	15.00CR
026424	10/03/19-10/02/20	ALARM	FLEMING, MICHAEL	15.00CR	.00	.00	.00	15.00CR
027286	6/08/19- 6/07/20	ALARM	ULTA SALON	15.00CR	.00	.00	.00	15.00CR
028024	9/21/19- 9/20/20	ALARM	WOTHERSPOON, JAQUELYN B	15.00CR	.00	.00	.00	15.00CR
028269	10/23/19-10/22/20	ALARM	WHITED, DAVID	15.00CR	.00	.00	.00	15.00CR
029439	6/27/19- 6/26/20	ALARM	TJ MAXX #1433	15.00CR	.00	.00	.00	15.00CR
029467	6/30/19- 6/29/20	ALARM	GARAGE-SHAWNEE, LLC	15.00CR	.00	.00	.00	15.00CR
029563	7/11/19- 7/10/20	ALARM	HOPKINS, TERRY	15.00CR	.00	.00	.00	15.00CR
029778	8/09/19- 8/08/20	ALARM	SEBZDA, MARIE	15.00CR	.00	.00	.00	15.00CR
030107	10/10/19-10/09/20	ALARM	MASSEY, DAWNDA G	15.00CR	.00	.00	.00	15.00CR
030342	11/14/19-11/13/20	ALARM	JOBSON, JASON D	15.00CR	.00	.00	.00	15.00CR
030348	11/15/19-11/14/20	ALARM	HENDRICKSON, DAVID G	15.00CR	.00	.00	.00	15.00CR
031547	7/28/19- 7/27/20	ALARM	MEEUWSEN, TRACY L	15.00CR	.00	.00	.00	15.00CR
031937	10/19/19-10/18/20	ALARM	GUGLER, WOLF	15.00CR	.00	.00	.00	15.00CR
031972	10/27/19-10/26/20	ALARM	NUGENT, TRESSIA	15.00CR	.00	.00	.00	15.00CR
031990	11/01/19-10/31/20	ALARM	HINESLEY, DICKIE L	15.00CR	.00	.00	.00	15.00CR
032002	11/02/19-11/01/20	ALARM	BIBLE BAPTIST CHURCH	15.00CR	.00	.00	.00	15.00CR
032053	11/16/19-11/15/20	ALARM	PEYKETEWA, PAULA A	15.00CR	.00	.00	.00	15.00CR
032131	1/08/19- 1/07/21	ALARM	FRONTLINE FELLOWSHIP INC.	15.00CR	.00	.00	.00	15.00CR
032154	1/25/19- 1/24/21	ALARM	WALLER, PATSY A	25.00CR	.00	.00	.00	25.00CR
032639	6/06/19- 6/05/20	ALARM	FULLBRIGHT, LOISE A	15.00CR	.00	.00	.00	15.00CR
032768	7/02/19- 7/01/20	ALARM	MCCREE, REANNA A	15.00CR	.00	.00	.00	15.00CR
033010	8/28/19- 8/27/20	ALARM	LANE, JACK R	15.00CR	.00	.00	.00	15.00CR
033032	8/31/19- 8/30/20	ALARM	GOULDY, W	15.00CR	.00	.00	.00	15.00CR
033044	9/10/19- 9/09/20	ALARM	WHISTLER, MICHAEL K	15.00CR	.00	.00	.00	15.00CR
033135	10/05/19-10/04/20	ALARM	BRADY, RONDA G	15.00CR	.00	.00	.00	15.00CR
033805	11/06/19-11/05/20	ALARM	DARROW, JOAN E	25.00CR	.00	.00	.00	25.00CR
033818	11/18/19-11/17/20	ALARM	CARLILE, AMY M	25.00CR	.00	.00	.00	25.00CR
033819	11/19/19-11/18/20	ALARM	ONE MAIN FINANCIAL #4028	25.00CR	.00	.00	.00	25.00CR
033820	11/20/19-11/19/20	ALARM	BARTON, TYLER C	25.00CR	.00	.00	.00	25.00CR
033823	11/27/19-11/26/20	ALARM	ROSSON, ROBERT D	25.00CR	.00	.00	.00	25.00CR
027376	11/08/19-12/31/20	DEMOL	TNK ENTERPRISES, LLC	75.00CR	25.00CR	.00	.00	100.00CR
012591	1/01/20-12/31/20	ELECC	DICKINSON, MILES	75.00CR	.00	.00	.00	75.00CR
027040	9/01/19- 8/31/20	ELECC	REID, ABAYOMI M	75.00CR	.00	.00	.00	75.00CR
030818	6/01/19- 5/31/20	ELECC	VAUGHT, JONATHAN M	75.00CR	.00	.00	.00	75.00CR
031357	3/01/19- 2/28/20	ELECC	COUSER, JAY T	75.00CR	25.00CR	.00	.00	100.00CR

===== PAYMENT DISTRIBUTION =====								
LICENSE	PERIOD	CODE	ISSUED TO	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
032071	9/01/19- 8/31/20	ELECC	FAVATA, DANIEL R	75.00CR	.00	.00	.00	75.00CR
033821	11/21/19-11/20/20	ELECC	LADLEE, RONNIE	100.00CR	.00	.00	.00	100.00CR
53197	11/01/19-10/31/20	ELECC	HARROD, JAMES L	75.00CR	.00	.00	.00	75.00CR
033811	11/15/19-11/15/19	IMERC	TNK BBQ LLC	3.00CR	.00	.00	.00	3.00CR
033814	11/16/19-11/15/20	IMERC	HANNA, TINA	50.00CR	.00	.00	.00	50.00CR
010325	9/24/19- 9/23/20	LAKELEASE	BENTON, BETTE	717.00CR	.00	.00	.00	717.00CR
010348	9/08/19- 9/07/20	LAKELEASE	PATNAUDE, ROBERT	717.00CR	.00	.00	.00	717.00CR
010696	11/04/19-11/03/20	LAKELEASE	MANKIN, JERRY	717.00CR	.00	.00	.00	717.00CR
010702	11/03/19-11/02/20	LAKELEASE	FREEMAN, RICHARD	717.00CR	.00	.00	.00	717.00CR
010763	11/22/19-11/21/20	LAKELEASE	PRUETT, GEOFFREY	717.00CR	.00	.00	.00	717.00CR
022707	8/21/19- 8/20/20	LAKELEASE	LOVELACE, DONALD	717.00CR	.00	.00	.00	717.00CR
027834	9/08/19- 9/07/20	LAKELEASE	BODKIN, DUSTIN C	717.00CR	.00	.00	.00	717.00CR
031773	10/03/19-10/02/20	LAKELEASE	SHULER, ELLIOT R	717.00CR	.00	.00	.00	717.00CR
033162	11/06/19-11/05/20	LAKELEASE	HOPKINS, CAROL K	717.00CR	.00	.00	.00	717.00CR
009667	5/01/19- 4/30/20	MEHC	CARROLL, CRAIG A	75.00CR	.00	.00	.00	75.00CR
011937	6/01/19- 5/31/20	MEHC	DUNCAN, SAM	75.00CR	.00	.00	.00	75.00CR
025886	11/01/19-10/31/20	MEHC	SANDERS, ALAN C	100.00CR	.00	.00	.00	100.00CR
026978	8/01/19- 7/31/20	MEHC	CRENSHAW, COREY	75.00CR	.00	.00	.00	75.00CR
027776	11/01/19-10/31/20	MEHC	MCFARLAND, CURTIS B	75.00CR	.00	.00	.00	75.00CR
030691	4/01/19- 3/31/20	MEHC	JACKSON, MICHAEL R	75.00CR	25.00CR	.00	.00	100.00CR
032293	4/03/19- 4/02/20	MEHC	CARTER, RICHARD K	75.00CR	25.00CR	.00	.00	100.00CR
033333	6/07/19- 6/06/20	MEHC	LONG, TIMOTHY J	75.00CR	.00	.00	.00	75.00CR
033804	11/05/19-12/30/19	MEHC	CULP, MICHAEL A	100.00CR	.00	.00	.00	100.00CR
033807	11/07/19- 5/30/20	MEHC	SPOHN, MARSHALL	100.00CR	.00	.00	.00	100.00CR
033808	11/08/19- 7/30/20	MEHC	DEAL, JIMMIE H	100.00CR	.00	.00	.00	100.00CR
033813	11/14/19-11/13/20	MEHC	STOVER, LONNIE	100.00CR	.00	.00	.00	100.00CR
532367	8/01/19- 7/31/20	MEHC	LOVE, TYRE J	75.00CR	.00	.00	.00	75.00CR
53239	5/31/19- 5/30/20	MEHC	CLYMER, T J	75.00CR	25.00CR	.00	.00	100.00CR
5482	10/07/19-10/06/20	MIXEDVET	VFW POST 1317	500.00CR	.00	.00	.00	500.00CR
007757	1/01/20-12/31/20	PLUMC	JOHNSON, JOHN K	75.00CR	.00	.00	.00	75.00CR
016538	9/01/19- 8/31/20	PLUMC	FAVATA, DANIEL R	75.00CR	.00	.00	.00	75.00CR
016595	11/01/19-10/31/20	PLUMC	HOLLOWELL, JON M	75.00CR	.00	.00	.00	75.00CR
031247	5/01/19- 4/30/20	PLUMC	CARROLL, CRAIG A	75.00CR	.00	.00	.00	75.00CR
031935	6/01/19- 5/31/20	PLUMC	DAVIS, DONALD M	75.00CR	.00	.00	.00	75.00CR
032282	9/01/19- 8/31/20	PLUMC	KIRBY, DEAN L	75.00CR	.00	.00	.00	75.00CR
033799	11/01/19-10/31/20	PLUMC	KIDD, TIMOTHY D	100.00CR	.00	.00	.00	100.00CR
033800	11/04/19- 3/31/20	PLUMC	HARPOLE, BRENT M	100.00CR	.00	.00	.00	100.00CR
033801	11/04/19-11/03/20	PLUMC	CASTILLO, MARTIN	100.00CR	.00	.00	.00	100.00CR
532322	11/01/19-10/31/20	PLUMC	CHILDERS, JIMMY J	75.00CR	.00	.00	.00	75.00CR
033822	11/22/19-11/21/20	SOLIC	RUSSELL, BILLY D	50.00CR	.00	.00	.00	50.00CR
RECORD TOTAL		INPUT TOTAL	FEE TOTAL	PENALTY TOTAL	TAX TOTAL	INTEREST TOTAL	GRAND TOTAL__	
86			10,356.00CR	125.00CR			10,481.00CR	

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: CODE

PAYMENT DATES: 11/01/2019 TO 11/30/2019

** LICENSE CODE TOTALS **

		===== PAYMENT DISTRIBUTION =====				
LICENSE CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
ALARM	BURGLAR/FIRE ALARM LICENSE	41	675.00CR			675.00CR
DEMOL	DEMOLITION ANNUAL LICENSE	1	75.00CR	25.00CR		100.00CR
ELECC	ELECTRICAL CONTRACTOR	7	550.00CR	25.00CR		575.00CR
IMERC	ITINERANT MERCHANT	2	53.00CR			53.00CR
LAKELEASE	LAKE LEASE	9	6,453.00CR			6,453.00CR
MECHC	MECHANICAL CONTRACTOR	14	1,175.00CR	75.00CR		1,250.00CR
MIXEDVET	MIXED BEV VETERAN OCC TAX	1	500.00CR			500.00CR
PLUMC	PLUMBING CONTRACTOR	10	825.00CR			825.00CR
SOLIC	SOLICITOR ANNUAL LICENSE	1	50.00CR			50.00CR
TOTAL			10,356.00CR	125.00CR		10,481.00CR

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: CODE

PAYMENT DATES: 11/01/2019 TO 11/30/2019

** REPORT CODE TOTALS **

===== PAYMENT DISTRIBUTION =====						
REPORT CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
238210	Electrical Contractors	6	475.00CR	25.00CR		500.00CR
238220	Plumbing, Heating, and Air-Con	23	1,925.00CR	75.00CR		2,000.00CR
238910	Site Preparation Contractors	1	75.00CR	25.00CR		100.00CR
445310	Beer, Wine, and Liquor Stores	1	500.00CR			500.00CR
454390	Other Direct Selling Establish	3	103.00CR			103.00CR
522298	All Other Nondepository Credit	41	675.00CR			675.00CR
531190	Lessors of Other Real Estate P	9	6,453.00CR			6,453.00CR
999999	Migrated License	2	150.00CR			150.00CR
TOTAL			10,356.00CR	125.00CR		10,481.00CR

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: CODE

PAYMENT DATES: 11/01/2019 TO 11/30/2019

** FEE CODE TOTALS **

		===== PAYMENT DISTRIBUTION =====				
FEE CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
ALARM	BURGLAR/FIRE ALARM LICENSE	5	125.00CR			125.00CR
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	36	550.00CR			550.00CR
DEMOL	DEMOLITION LICENSE FEE	1	75.00CR	25.00CR		100.00CR
ELEC1	ELECTRICAL CONTRACTOR INITIAL	1	100.00CR			100.00CR
ELEC2	ELECTRICAL CONTRACTOR RENEW	6	450.00CR	25.00CR		475.00CR
IMERC	ITINERANT MERCHANT FEE	2	53.00CR			53.00CR
LAKELEASE	LAKE LEASE	9	6,453.00CR			6,453.00CR
MECH1	MECHANICAL CONTRACTOR INTIAL	4	400.00CR			400.00CR
MECH2	MECHANICAL CONTRACTOR RENEW	10	775.00CR	75.00CR		850.00CR
MIXVET	MIXED BEVERAGE VETERAN	1	500.00CR			500.00CR
PLUM1	PLUMBING CONTRACTOR INITIAL	3	300.00CR			300.00CR
PLUM2	PLUMBING CONTRACTOR RENEW	7	525.00CR			525.00CR
SOLIC	SOLICITOR ANNUAL LICENSE	1	50.00CR			50.00CR
TOTAL		10,356.00CR	125.00CR			10,481.00CR

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: CODE

PAYMENT DATES: 11/01/2019 TO 11/30/2019

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-4017	OCCUPATIONAL TAX	500.00CR
001-4201	LICENSES	978.00CR
001-4210	REGISTRATIONS	2,550.00CR
001-4601	LAKESITE LEASES RENTAL REV	6,453.00CR
799-1023	BANCFIRST GENERAL ACCT	10,481.00

REPORT SELECTION CRITERIA

REPORT SELECTION

LICENSES: THRU ZZZZZZZZZZ
EFFECTIVE DATES: 0/00/0000 TO 99/99/9999
EXPIRATION DATES: 0/00/0000 TO 99/99/9999
PAYMENT DATES: 11/01/2019 TO 11/30/2019
LICENSE CODES: All
REPORT CODES: All
FEE CODES: All

PRINT OPTIONS

SEQUENCE: CODE
REPORT TYPE: SUMMARY
REVERSE PAYMENTS: YES

END OF REPORT

STATUS: ALL

PROJECTS: THRU ZZZZZZZZZZ

SEGMENT CODES: All

PAYMENT DATES: 11/01/2019 TO 11/30/2019

FEE CODES: All

SORTED BY: PROJECT

PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
190692	11/21/2019	ACOCK PROPERTIES LLC	1121 ADELINE DR	1,252.50CR	
190891	11/22/2019	BRYCE HOLLAND CONSTRUCTION LLC	411 E MAIN ST	304.50CR	
190931	11/20/2019	MARC JONES CONSTRUCTION LLC	3520 N BRYAN AVE	24.50CR	
190933	11/26/2019	DP GAMBLE HOMES INC	1924 TIMBER DALE DR	1,172.57CR	
190940	11/18/2019	BRAUNING, NELMON	NONE	280.00CR	
190941	11/18/2019	BRAUNING, NELMON	NONE	280.00CR	
190942	11/18/2019	BRAUNING, NELMON	NONE	280.00CR	
190948	11/05/2019	MALLARD CONSTRUCTION, LLC	41 MOJAVE DR	59.50CR	
190953	11/19/2019	THE ARTIST ROOM SALON & SPA	20 W MAIN ST 107	50.00CR	
190954	11/08/2019	NOWLIN, LINDA L	NONE	280.00CR	
190957	11/25/2019	SADLER, DAVID L	1631 N PARK AVE	59.50CR	
190964	11/01/2019	GREG BROWN HOMES	2728 LEGACY PLACE	1,339.80CR	
190981	11/08/2019	HINRICH, KAREN	39182 CLEARPOND RD	280.00CR	
190990	11/15/2019	LESTER, WALTER JR	1602 HAPPY VALLEY	50.00CR	
190993	11/01/2019	PHOENIX RESTORATION SERVICES	509 E ANNA ST	106.75CR	
191001	11/13/2019	KELLI JAMES FARMERS INSURANCE	444 W FEDERAL ST	50.00CR	
191003	11/04/2019	SCHOENHALS, MICHAEL	11 E FRANKLIN ST	54.50CR	
191005	11/14/2019	LUCKY DAY	1926 E WALNUT ST	54.50CR	
191007	11/05/2019	GAWF, JAMES A	1528 N HARRISON AVE	54.50CR	
191008	11/05/2019	GAWF, JAMES A	1804 N PARK AVE	54.50CR	
191014	11/01/2019	KIDD, TIMOTHY D	321 S POTTENGER AVE	54.50CR	
191015	11/01/2019	MORGAN, MARK W	1309 E PARKER ST	54.50CR	
191016	11/04/2019	HARPOLE, BRENT M	902 W DUNBAR ST	54.50CR	
191017	11/04/2019	MARSH, PATRICK J	1505 AIRPORT DR	54.50CR	
191018	11/04/2019	LIEBER MECHANICAL LLC	1001 N KENNEDY AVE 600	60.00CR	
191019	11/07/2019	TNK ENTERPRISES, LLC	1508 N LOUISA AVE	50.00CR	
191025	11/07/2019	WATKINS, MONTE J	4310 BISON RD	79.50CR	
191027	11/05/2019	WILLIAMS, TROY	1310 N KICKAPOO AVE	90.00CR	
191029	11/06/2019	CULP, MICHAEL A	315 W CHICAGO ST	129.50CR	
191032	11/06/2019	CHILDERS, JIMMY J	1114 N PENNSYLVANIA AVE	54.50CR	
191033	11/06/2019	COLE, THOMAS W	2105 N AYDELOTTE AVE	54.50CR	
191035	11/06/2019	CHILDERS, JIMMY J	509 E ANNA ST	54.50CR	
191039	11/07/2019	SYLSBERRY, LARRY M	13 MOJAVE DR	54.50CR	
191040	11/07/2019	SPOHN, MARSHALL	928 N DRAPER AVE	54.50CR	
191041	11/07/2019	SPARKS, ARTHUR	4012 PINE RIDGE RD	79.50CR	
191042	11/07/2019	COLLIER, BILLY	124 N SHAWNEE AVE	54.50CR	
191044	11/07/2019	ISAACS, TERRY W JR	922 N PATCHIN AVE	104.50CR	
191045	11/08/2019	BOYCE, JOHN C	8000 N HARRISON AVE	504.50CR	
191047	11/08/2019	BARNETT, THOMAS J	922 N PATCHIN AVE	129.50CR	
191049	11/12/2019	MORTON, EARNEST D	2524 N HARRISON AVE 29	54.50CR	
191051	11/12/2019	MCFARLAND, CURTIS B	2105 N TUCKER AVE	79.50CR	
191053	11/18/2019	WATKINS, MONTE J	499 HARDESTY DR	54.50CR	
191054	11/18/2019	WATKINS, MONTE J	1505 AIRPORT DR	79.50CR	
191055	11/12/2019	MORTON, EARNEST D	1809 N MARKET AVE	54.50CR	

STATUS: ALL

SEGMENT CODES: All

FEE CODES: All

PROJECTS: THRU ZZZZZZZZZZ

PAYMENT DATES: 11/01/2019 TO 11/30/2019

SORTED BY: PROJECT

PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
191056	11/12/2019	COLE, THOMAS W	1409 THOMPSON DR	54.50CR	
191066	11/14/2019	NICOLETTO, THERESA	315 W CHICAGO ST	224.05CR	
191070	11/13/2019	MORTON, DALE	7 E CHICAGO ST	54.50CR	
191077	11/14/2019	CRENSHAW, COREY	4000 N KICKAPOO AVE	129.50CR	
191081	11/14/2019	BRAUNING, NELMON	NONE	75.00CR	
191085	11/14/2019	STOVER, LONNIE	1313 N HARRISON AVE	254.50CR	
191088	11/15/2019	LOVE, TYRE J	1619 N HARRISON AVE	67.00CR	
191089	11/15/2019	SANDERS, ALAN C	23 CROWN POINT	54.50CR	
191091	11/25/2019	MAKI, ROBERT W	908 N PARK AVE	29.50CR	
191095	11/18/2019	CHLOUBER, STEVEN A	2101 N TUCKER AVE	54.50CR	
191096	11/18/2019	CRENSHAW, COREY	309 S LINDALE AVE	79.50CR	
191097	11/18/2019	CRENSHAW, COREY	1223 N MARKET AVE	79.50CR	
191098	11/18/2019	HAMMONS, JAMES A	541 N BEARD AVE	54.50CR	
191101	11/19/2019	MORTON, DALE	3900 N HARRISON AVE	54.50CR	
191102	11/19/2019	SPARKS, ARTHUR	1401 E HIGHLAND ST	54.50CR	
191105	11/19/2019	KIRBY, DEAN L	1801 N KICKAPOO AVE	54.50CR	
191106	11/20/2019	SCHOENHALS, MICHAEL	11 E FRANKLIN ST	54.50CR	
191107	11/21/2019	JONES, RANDY	34677 INDEPENDENCE RD	25.00CR	
191108	11/22/2019	SCHWARTZ, MASON	NONE	90.00CR	
191114	11/20/2019	REYNOLDS, CLEYDON H	721 W FORD ST	104.50CR	
191119	11/21/2019	LONG, TIMOTHY J	1625 N BEARD AVE	54.50CR	
191121	11/27/2019	FREED, JOSHUA	1939 N HARRISON AVE	29.50CR	
191134	11/25/2019	PELTIER, REUBEN	1427 N MARKET AVE	88.71CR	
191135	11/25/2019	MANKIN, JERRY	1111 KICKAPOO SPUR ST	54.50CR	
191138	11/25/2019	SEIDL, GLENN A	2620 N HARRISON AVE	54.50CR	
191139	11/26/2019	POWELL, JOSHUA H	611 W HIGHLAND ST	54.50CR	
191141	11/27/2019	CHLOUBER, STEVEN A	1301 N UNION AVE	54.50CR	
191142	11/27/2019	CHLOUBER, STEVEN A	1518 N BEARD AVE	54.50CR	

TOTAL ALL PROJECTS: 72 10,275.88CR

STATUS: ALL

SEGMENT CODES: All

FEE CODES: All

PROJECTS: THRU ZZZZZZZZZZ

PAYMENT DATES: 11/01/2019 TO 11/30/2019

SORTED BY: PROJECT

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	3,764.87CR
B3-REMODEL	BUILDING CONSTRUCTION REM	833.01CR
B4-CARPORT	BUILDING CARPORT	29.50CR
B4-STORAGE	BUILDING STORAGE SHED	59.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	318.00CR
M2-ADD	MECHANICAL ADDITION	288.50CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,784.50CR
P3-REMODEL	PLUMBING REMODEL	1,258.00CR
P5-SEPTIC	SEPTIC PERMIT	25.00CR
UNAPPLIED	UNAPPLIED CREDITS	840.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	60.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	50.00CR
X-DEMO	DEMOLITION PERMIT	50.00CR
X-PLATREV	PLAT REVIEW PRELIM	75.00CR
X-SIGN	SIGN PERMIT	50.00CR
Z-BOAAPP	BOA APPLICATION	180.00CR
Z-CONDUSE	CONDITIONAL USE PERMIT	280.00CR
Z-OCCUP	OCCUPANCY PERMIT	50.00CR
Z-REZONING	REZONING REQUEST	280.00CR
TOTAL		10,275.88CR

STATUS: ALL

PROJECTS: THRU ZZZZZZZZZZ

SEGMENT CODES: All

PAYMENT DATES: 11/01/2019 TO 11/30/2019

FEE CODES: All

SORTED BY: PROJECT

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION	TOTAL PAYMENTS	TOTAL PAID
B-BPLANCK	CONSTRUCTION FEE SQ FT	9	436.95CR
B-OTHER	BUILDING CONSTRUCTION OTHER CH	1	20.00CR
B-PLANCK2	BUILDING OTHER PLAN CHECK	2	10.00CR
B-SQFOOT1	CONSTRUCTION FEE SQ FT	11	1,900.93CR
BUILDERREG	BUILDER REGISTRATION FEE	3	90.00CR
EMISC	ELECTRICAL MISC	3	150.00CR
EREMODEL	RES ELECTRICAL ADD/REMODEL	3	150.00CR
MAIRCOM	AIR CONDITIONING COMMERCIAL	1	250.00CR
MAIRRES	AIR CONDITIONING RESIDENTIAL	2	125.00CR
MMISC	MISCELLANEOUS FEES	19	1,687.50CR
PMISC	PLUMBING MISC	22	1,100.00CR
PNSWR	SEWER TAP FEE	3	1,125.00CR
PNWTR	WATER TAP/MTR FEE	3	1,050.00CR
SEPTICFEE	SEPTIC PERMIT FEE	1	25.00CR
SIGN	SIGN PERMIT FEE	1	50.00CR
UBCCFEE	UBCC STATE FEE	59	265.50CR
X-BORE	BORE PERMIT FEE	1	60.00CR
X-CURBCUT	CURB CUT / DRIVEWAY/SIDEWALK	1	50.00CR
X-DEMO	DEMOLITION PERMIT FEE	1	50.00CR
X-OCCUP	OCCUPANCY PERMIT	1	50.00CR
XUNAPPLIED	UNAPPLIED CREDITS	3	840.00CR
Z-ZBOAFEE	ZONING BOARD OF ADJUSTMENT FEE	2	180.00CR
Z-ZONING	REZONING FEE	2	560.00CR
ZPISSUANCE	ISSUANCE OF EACH PERMIT	1	50.00CR
		TOTAL	10,275.88CR

STATUS: ALL

PROJECTS: THRU ZZZZZZZZZZ

SEGMENT CODES: All

PAYMENT DATES: 11/01/2019 TO 11/30/2019

FEE CODES: All

SORTED BY: PROJECT

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	236.00CR
001-4202	BUILDING PERMITS	3,297.88CR
001-4203	PLUMBING PERMITS	2,300.00CR
001-4204	ELECTRICAL PERMITS	300.00CR
001-4205	ZONING PERMITS & APPLICATIONS	740.00CR
001-4206	HEATING & A/C PERMITS	2,062.50CR
001-4249	OTHER PERMITS	150.00CR
001-4822	OTHER MISC. REVENUE	29.50CR
101-4249	OTHER PERMITS	110.00CR
501-4510	WATER TAPS	1,050.00CR
799-1023	BANCFIRST GENERAL ACCT	10,275.88

SELECTION CRITERIA

REPORT SELECTION

PROJECT RANGE FROM: THROUGH ZZZZZZZZZZ
PROJECT STATUS: All
SEGMENT CODE: All
FEE CODE: All

PAYMENT SELECTION: DATE RANGE FROM: 11/01/2019 THROUGH 11/30/2019

PRINT OPTIONS

SECURITIES ONLY: NO
INCLUDE SECURITIES: NO
SEGMENT DETAIL: NO
INCLUDE REVERSE PAYMENTS: NO
REPORT SEQUENCE: PROJECT
COMMENT CODE:

END OF REPORT

ZONING BOARD OF ADJUSTMENTS

DATE: December 21st, 2017

The Zoning Board of Adjustment met at a scheduled meeting on Thursday, December 21st, 2017 at 2:30 p.m. in the Commission Chambers at City Hall, Shawnee, Oklahoma, Pottawatomie County, pursuant to notice duly posted as prescribed by law. Justin Debruin, Planning Director for the City of Shawnee, presented the staff reports. Staff reports are available upon request.

AGENDA ITEM NO. 1: Roll Call

Upon roll call the following members were present: Mark Cannon, Jim Cooper and William Kirkland.

A quorum was declared present.

NOTE: Mat Thomas was absent.

AGENDA ITEM NO. 2: Approval of the November 16th, 2017 Zoning Board of Adjustment meeting minutes

Commissioner Cooper asked for a motion. Commissioner Kirkland made a motion to approve the minutes, seconded by Commissioner Cannon.

Motion carried:

AYE: Cannon, Cooper, Kirkland

NAY: None

ABSTAIN: None

AGENDA ITEM NO. 3: Swearing in of Ed Bolt to the Zoning Board of Adjustment

Ed Bolt was sworn in.

AGENDA ITEM NO. 4: Appointment of Zoning Board of Adjustment Chairperson and Vice-Chairperson

Commissioner Cooper asked who appoints the chairperson and vice-chairperson. Justin Debruin explained the board members are open to discussion amongst themselves, following with a motion if ready. Mr. Debruin informed the board they could wait for all members to be

present before deciding. Commissioner Kirkland made a motion to defer, seconded by Commissioner Bolt.

Motion deferred:

AYE: Bolt, Cannon, Cooper, Kirkland

NAY: None

ABSTAIN: None

AGENDA ITEM NO. 5:

Case #Z04-17: 4830 N. Harrison Avenue, Shawnee, OK

Applicant: Steve Murrah (White Sign Company)

A public hearing for consideration of the following requested variances:

- 1. The allowance of a 120' signs(s) on the subject property.**

Commissioner Cooper asked for staff report. Justin Debruin presented staff report and summarized project leading up to present day. Property is twenty one acres in size, split into two lots. Southern most lot is intended to be a travel center with two points of access and a third outlot meets in middle of other lots with the intent to contain the storm water detention. Mr. Debruin explained the request is for two 120' signs on subject property. Code allows 40' within a ¼ mile of the highway. Justin Debruin informed commissioners of previous cases with similar requests for comparison. Mr. Debruin discussed elevations staff came up with and mentioned the Planned Unit Development was approved in October; however Planning Commission agreed with staff's recommendation that the 120' sign did not conform with the comprehensive plan or any other codes within the city. Justin Debruin spoke of keeping consistency along I-40 and informed the board of the letter that was submitted from Domino Plaza, along with the phone calls from surrounding businesses, showing concern regarding the applicant's request. Mr. Debruin explained to board that these businesses may be submitting applications to the zoning board for similar sign height variances. Justin Debruin went on to explain there is not a hardship proven to this particular site; there are two other locations presented on their PUD and Preliminary Plat for signs. Mr. Debruin mentioned the major fear for applicant is trees on the western side of property but the hardship does not exist, it is merely a preference. Justin Debruin described the pertaining ordinances from the zoning code for the city. Staff does not find the intent meets a variance. If approved, the sign height should be addressed with the Planning Commission and if sign code needs to be changed, it should be done so at the Planning and City Commission level. Staff's recommendation is for staff to explore re-writing the portion of the sign code that language may be difficult to read or conflicting and includes revisions for I-40 area if needed. Mr. Debruin also informed board of an additional issue regarding on premise signage. If sign shows to be listed for lot two, but it would be advertising for lot one, it would need to go through Planning Commission for a PUD amendment. Staff finds request comes back to conformance with code and precedence, with the Planning Commission determining staff's recommendation to be appropriate. Commissioner Cooper asked if design showed the separate

lots. Justin Debruin showed him the pertaining exhibit and explained the out lot in middle was unable to be developed due to existing in floodplain until channel is created. Commissioner Cooper asked if all twenty one acres were being developed for travel center. Mr. Debruin disagreed and described lot plans. Commissioner Cooper asked where the additional signs went. Justin Debruin discussed the sign locations. Commissioner Cooper asked if the applicant was looking for sign height approval for the additional signs. Mr. Debruin stated that if nothing has changed since last meeting, the applicant requested the two most northern signs at 120' while the third sign sits further from Interstate and would abide by city code. Commissioner Cooper asked if applicant can be approved for 70' height and Justin Debruin confirmed; stating they are already approved for that height, which is the highest allowed by Interstate. Planning Commission approved 70' but denied the 120' request. Commissioner Cooper asked where the board goes from here. Mr. Debruin informed the board they can approve the variance for 120' sign height or deny and they will still be allowed to construct 70' signage. Justin Debruin offered to prepare a proposal for Planning Commission to evaluate Interstate signage. Mr. Debruin also informed board that the northern side of interstate has been allowed 40' and some southern properties off interstate have been allowed 70'. Commissioner Cannon mentioned applicant discussing 110' feet and Justin Debruin stated the applicant would still be over the height and request today is for 120'. Commissioner Kirkland mentioned the 80' sign for Domino Plaza. Mr. Debruin explained the allowance was a give and take between applicant and Planning Commission as applicant gave up numerous monument signs in exchange for one taller sign. Commissioner Kirkland asked that sign needs to be on particular property to represent business that is there. Justin Debruin agreed, stating freestanding signage has to be on site. Commissioner Kirkland asked if the sign close to Harrison and by railroad tracks was on same property and Mr. Debruin agreed. Commissioner Kirkland also discussed Planning Commission allowing items not by code and asked why. Justin Debruin explained it was through Planning Commission and a negotiation to sacrifice having numerous signs off Harrison Street for one nice sign with a façade placed upon it. Commissioner Cooper asked Justin Debruin to explain item on exhibit. Commissioner Kirkland had Mr. Debruin explain the sign locations and discussed height for Domino Plaza signage. Justin Debruin stated sign height could have been talked to during Planned Unit Development stage. Commissioner Cannon asked about the 90' and 110' requests and Mr. Debruin stated it was his recommendation that it would be done through a Planned Unit Development amendment. Commissioner Cooper opened the public portion of the meeting. Todd White with White Sign Company came forward to speak in favor and passed out survey results to commissioners. Applicant explained they were unable to get a crane to property to get specific measurements. Mr. White stated they were only requesting one 120' sign and discussed visibility concerns. Commissioner Kirkland discussed getting crane to property. Justin Debruin asked if applicant was able to get in touch with the railroad company. Mr. White stated they did not and explained that the trees were not the issue; they still needed the height and visibility within ten seconds of the exits off the Interstate or the sign is useless. Mr. White also mentioned there is no visibility from eastbound traffic if they went with a 70' sign. Mr. Debruin indicated that without necessary proof, the claim could not be substantiated. Mr. White stated he can drive out and look. Justin Debruin discussed there was no burden of proof. Commissioner Kirkland discussed utility pole heights in comparison. Mr. White mentioned they could make 100' or 110' height work. Taylor Workman came forward to speak in favor and stated they needed someone to approve the 120' sign height so they can build and he doesn't know who he needs to talk to. Mr. Debruin explained this was originally negotiated at the Planned Unit Development level. Mr. Workman asked if the board approves it, can he build his 120' sign. Justin Debruin agreed. Mr.

Workman told the board he needed a 120' sign in the location provided so he can move forward with purchasing property. Mr. Workman asked if there were any questions. There were none. Richard Finley came forward to speak regarding excessive traffic being funneled onto Harrison Avenue due to the Bryan Street exit being denied and approving any variance that encourages the project to be completed will exacerbate traffic issue already on hand. Mr. Finley discussed facilitating any variance to project is not in the city's best interest. Mr. Finley expressed appreciation for the applicants and asked if there were any questions. There were none and the public portion of the meeting was closed. Commissioner Cooper asked Justin Debruin to summarize for the board. Mr. Debruin summarized. Commissioner Bolt asked if applicant still had option to go before Planning Commission again to discuss sign height. Justin Debruin agreed. Commissioner Bolt asked if applicant asked the Planning Commission for the same height and Mr. Debruin agreed. Commissioner Cooper asked if this needed to go before the Planning Commission. Justin Debruin stated they had the right to vote, but it was the recommendation of staff. Commissioner Cooper asked for a motion. Commissioner Cannon asked if it made any difference if they came up with a hard number and it was 90'. Mr. Debruin informed him it did not make a difference, it was presented at the Planning Commission even with hypotheticals thrown out and it was denied. Commissioner Kirkland stated if he figured correctly, the sign would be 10' higher than the utility poles and they can be seen more than ten seconds from exit and had a problem with that. Commissioner Kirkland also mentioned the Planning Commission should base signs off the elevation of the road as well as the Domino Plaza elevation since an exception was made. Justin Debruin explained that it was not an I-40 adjacent property. Mr. White discussed comparisons to the Domino Plaza sign height. Commissioner Kirkland made a motion to deny, seconded by Commissioner Bolt.

Motion denied:

AYE: Bolt, Cannon, Cooper, Kirkland

NAY: None

ABSTAIN: None

AGENDA ITEM NO. 6:

New Business/Planning Director's Report

No new business or report.

AGENDA ITEM NO. 7:

Adjournment

Meeting was adjourned.


Chairman/Vice-Chairman

Cheyenne Pettigrew
Zoning Board of Adjustment Secretary

**MINUTES
TRAFFIC COMMISSION
MAY 28, 2019 MEETING
COMMISSION CHAMBERS ROOM AT CITY HALL**

- I. CALL TO ORDER**
II. ROLL CALL

MEMBERS PRESENT

Jack Barrett- Chairman
Reuben Peltier- Vice Chairman
Travis Flood
Rex Hennen

MEMBERS ABSENT

Rebecca Dolin
Peggy Rider

EX-OFFICIO MEMBERS

Michael Ludi, Director of Engineering
Shalah Black, Traffic Commission Secretary

CITIZENS PRESENT

None

- III. APPROVAL OF APRIL 23, 2019 MINUTES**

Motion was made by Hennen, seconded by Peltier to approve the April 23, 2019 minutes

Roll Call: Aye: Barrett, Peltier, Flood, Hennen
 Nay: None

- IV. Discussion, consideration and possible acceptance of Proposed Comp Plan**

A. Discussion, consideration and possible acceptance of Proposed Comp Plan

Discussion:

Rex Hennen had some concerns about the city map not accurately representing the current construction, or that the map does not address what they are serving. Reuben Peltier agreed with Rex's concerns. Michael Ludi stated that this was just a generalized road and trail map and that it was not a governing document. Rex stated that there was little mention about transportation or accessibility for the disabled were going to benefit from the Comp Plan. Rebecca Blaine stated that the Comp Plan would meet all ADA requirements. Jack Barrett asked about the on going process to bring the cross walks up to code. Michael said that we were trying to bring the ramps up to ADA standards. Rebecca gave a brief summary over what a Comp Plan is and is not. Rex requested that all of the should become could or may in the Comp Plan.

V. ADMINISTRATIVE REPORTS

None

VI. CITIZEN PARTICIPATION

None

VII. BOARD MEMBERS COMMENTS

Rueben Peltier asked if the sidewalks on Broadway or going to be extended to the other side of Broadway. Michael Ludi responded by saying it is depending on if we have the budget. Michael also stated that the intent was to put sidewalks in on both sides of Broadway.

VIII. ADJOURNMENT

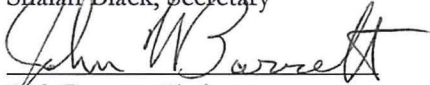
There being no further business to come before the Transportation Commission, a motion was made by Flood, seconded by Peltier recommending the meeting be adjourned. Motion **carried**

Roll Call: Aye: Barrett, Peltier, Flood, Hennen
Nay: none

Respectfully submitted,



Shalah Black, Secretary



Jack Barrett, Chairman

**MINUTES
TRAFFIC COMMISSION
AUGUST 24, 2019 MEETING
COMMISSION CHAMBERS ROOM AT CITY HALL**

- I. CALL TO ORDER**
II. ROLL CALL

MEMBERS PRESENT

Jack Barrett- Chairman
Reuben Peltier- Vice Chairman
Travis Flood
Rex Hennen
Rebecca Dolin

MEMBERS ABSENT

Peggy Rider

EX-OFFICIO MEMBERS

Michael Ludi, Director of Engineering
Shalah Black, Traffic Commission Secretary

CITIZENS PRESENT

None

- III. APPROVAL OF May 28, 2019 MINUTES**

Motion was made by Peltier, seconded by Hennen to approve the May 28, 2019 minutes

Roll Call: Aye: Barrett, Peltier, Flood, Hennen, Dolin
 Nay: None

- IV. Discussion, consideration and possible acceptance of Proposed Comp Plan**

Motion was made by Peltier, seconded by Flood to approve the Proposed Comp Plan

Roll Call: Aye: Barrett, Peltier, Flood, Hennen Dolin
 Nay: None

- V. ADMINISTRATIVE REPORTS**

Michael Ludi had two items to discuss the first was a request for updating the signage and striping on the traffic circle at Augusta, Wingfoot, and Muirfield. The plan is to remove the stop signs and put in three yield signs and put the circulation signs up and put up arrows to help direct the flow of traffic. This will be happening shortly do to ordering the signs. The second item is that Michael and Ron Stacy the Traffic Supervisor have been working on the timing on the traffic signal on Kickapoo St. from 45th to Mall Dr to allow better traffic flow.

VI. CITIZEN PARTICIPATION

None

VII. BOARD MEMBERS COMMENTS

VIII. ADJOURNMENT

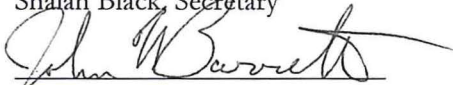
There being no further business to come before the Transportation Commission, a motion was made by **Hennen**, seconded by **Dolin** recommending the meeting be adjourned. Motion **carried**

Roll Call: Aye: Barrett, Peltier, Flood, Hennen, Dolin
Nay: none

Respectfully submitted,



Shalah Black, Secretary



Jack Barrett, Chairman



Office of the Director of Operations

Minutes
WES WATKINS RESERVOIR OVERSIGHT COMMITTEE
September 5, 2019
The Committee met at the McLoud City Hall
The meeting was called to order at 9:02 am

Roll Call was taken showing the following members present:

		Present	Absent
Member	Jimmy Stokes (Tecumseh)	<u>X</u>	<u> </u>
Member	Buck Day (McLoud)	<u>X</u>	<u> </u>
Member	Steve Schultz (PCDA)	<u>X</u>	<u> </u>
Member	James Bryce (Shawnee)	<u>X</u>	<u> </u>
City Staff	Whisper Peace(Shawnee)	<u>X</u>	<u> </u>
City Staff	Cody Rowe(McLoud)	<u>X</u>	<u> </u>
City Staff	Brad Schmidt (Shawnee)	<u>X</u>	<u> </u>
City Staff	Daniel (Shawnee)	<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 June 06, 2019.** The minutes for June 06, 2019 were approved with a motion made by Steve Schultz and 2nd by Cody Rowe. The motion carried unanimously.

AGENDA NO 4

REPORTS AND DISCUSSION:

a. Lake Budget

- Cody reported that the income from the daily use fee had generated about \$4400 in the last 2 months.
- James made mention of the \$50,000 that still needs to be removed from the budget because it's a potential reimbursement not an income.

b. Lake Activities and Repairs

- Lake has been full daily and campgrounds have been almost full to capacity.
- NRCS dam repair is projected for February or March of 2020.
- Several park repairs are needed in the near future that include grills, bouys, painting roofing, chip and seal etc. Cody and Steve will put a list of things that need to be repaired with the cost and bring it to the next meeting to be looked at further.
- Buck suggested the southside restrooms be closed down and replaced with a seasonal porta potty.
- Buck discussed increasing the R.V. amenities by adding water and electric to make more R.V. sites and increase revenue. There are 29 currently that would increase it to 33 sites and the R.V. fees could increase from \$20 to \$25. Steve suggested adding this to the PCDA agenda.

c. Update on Changes Within City of Shawnee. James introduced Brad Schmidt and Daniel Fullbright and explained how the Parks Department is now under public works Department with Brad being the new Director.

d. Update on Mowing of the Dam. Brad is going to contact the county to see if they can help with this.

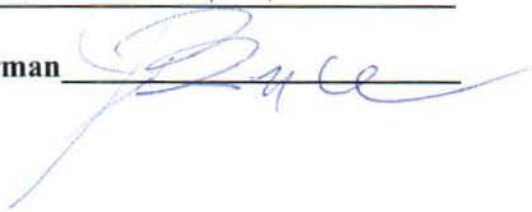
AGENDA NO 5

QUESTIONS OR COMMENTS

AGENDA NO 6

Adjournment. Meeting was adjourned at 9:36 a.m.

Date 12-5-19

Chairman 

PLANNING COMMISSION MINUTES

DATE: NOVEMBER 6TH, 2019

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, November 6th, 2019, 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, Rowell, Kienzle, Melot

Absent: Matthews

Meeting was called to Order.

AGENDA ITEM NO.2:

Consideration of approval of the minutes from the regular meeting of the Planning Commission on October 2nd, 2019

Chairman Bergsten asked Commissioners for any comments, questions, or a vote. Commissioner Walker made a motion to approve the minutes; seconded by Commissioner Deem.

Motion passed:

AYE: Deem, Walker, Bergsten, Rowell, Melot

NAY:

ABSTAIN: Kienzle

AGENDA ITEM NO.3:

Citizens' Participation

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

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

AGENDA ITEM NO.4:

Consideration of approval of the election of a Vice-Chair of the Planning Commission

Chairman Bergsten asked for a nomination. Commissioner Walker made a motion to nominate Commission Kienzle as Vice-Chair; seconded by Commissioner Melot

Motion passed:

AYE: Deem, Walker, Bergsten, Rowell, Melot

NAY:

ABSTAIN: Kienzle

AGENDA ITEM NO.5:

Consideration of approval of the 2020 Schedule of Regular Meetings for the Planning Commission

Chairman Bergsten asked if there were any comments or questions. There were no comments or questions and Chairman Bergsten asked for a motion. Commissioner Melot made a motion to approve the 2020 schedule; seconded by Commissioner Walker.

Motion passed:

AYE: Deem, Walker, Bergsten, Rowell, Kienzle, Melot

NAY:

ABSTAIN:

AGENDA ITEM NO.9:

Planning Director's Report

Planning Director Rebecca Blaine stated Item P14-19 has been deferred until next month on his request. Director Blaine stated that at the Quad-State Conference in Tulsa, Oklahoma, the state has a medical marijuana dispensary for every twelve license holders. She stated the current fee schedule for commercial medical marijuana licenses does not cover the cost of staff time, and the City will be looking into increasing those fees soon.

Director Blaine described her experience with the Rose District tour in downtown Broken Arrow, Oklahoma. She stated they created a TIF district, which has resulted in impressive results for them.

Director Blaine stated her and City Commissioner Ed Bold went on the Bus Rapid Transit Tour in Tulsa, Oklahoma. She stated that has started a public dialogue in Shawnee on public transit.

AGENDA ITEM NO. 10:

Commissioners Comments and/or New Business

Commissioner Deem asked Director Blaine if she learned anything from the Quad-State conference that she would like to bring to Shawnee. She stated bikability and quality of life were major themes in the conference. Chairman Bergsten stated that he was amazed when we went to Bentonville and saw all the new construction. Commissioner Melot noted the economic value of bikability. Commissioner Walker stated there would be up to three hundred bikers in downtown Shawnee.

Commissioner Deem asked what the timeline is on the bikelanes on Broadway. Director Blaine stated that project would be going up for RFQ soon. Commissioner Melot stated that something to remember about this project is that it is a beautification project to calm traffic and create a beautify connector freeway to downtown. She summarized the process of public engagement Blue Zones conducted. She stated on-street parking and bike lanes can co-exist. She stated there will also be lighting added to the area. Chairman Bergsten stated the only concern he has heard is regarding parking. Commissioner Melot stated she hears a wide range of comments.

Chairman Bergsten asked Director Blaine if she has noticed a slowdown of dispensary startups. She stated the Planning Department still receives a lot of application. She asked Assistant City Planner Joseph Barker to confirm if there are seventeen dispensaries. Mr. Barker stated it is around that number. Director Blaine stated they have received nuisance complaints regarding odor control.

Director Blaine stated Shawnee has an unusual number of dispensaries. She stated the City requires nothing more than what the State does. Chairman Bergsten expressed concern about what the number of dispensaries says about Shawnee. Director Blaine stated she believes the number of dispensaries will eventually go down. Commissioner Melot stated the entire state of Arkansas only has thirty-three dispensaries. She stated they limit the number of licenses granted. Commissioner Walker stated the market will self-regulate. Commissioner Kienzle expressed concern at the amount of demand for marijuana. Commissioner Rowell asked Director Blaine to clarify that there is one dispensary for every twelve patient licenses. Director Blaine stated there are e-doctors that approve patients for medical marijuana licenses. Commissioner Melot stated the review time for patient licenses is very short. Commissioner Rowell asked if the City has any responsibility for monitoring growing establishments. Director Blaine stated the City as the building code and fire code. She stated the new state regulations clarified what counts as a school.

Commissioner Deem asked Director Blaine for an update with Shawnee Saw Mill. Director Blaine stated progress has stopped on bringing the business up to conformity, and that she will consult leadership on how to move forward.

Commissioner Deem asked what the best way to address tree preservation. She noted that OG&E leaves trees in poor shape. Commissioner Kienzle stated she has complained about this before. Director Blaine stated the City does not have an ordinance that address that to her knowledge. She stated that could be a conversation to start with OG&E. Commissioner Deem asked who could have that conversation. Director Blaine stated it could be the Planning Commission or the City Manager. Commissioner Kienzle stated the trees that look the worst look that because they are planted in the wrong place. Commissioner Walker stated a light pole has been down on Broadway for six months.

Commissioner Deem asked Director Blaine what is happening with Phase II of the Market Place. Director Blaine stated nothing has happened.

Commissioner Melot stated the City Manager is hosting a complete streets training session on November 18th, 2019. She stated the Oklahoma Department of Transportation is pursuing a complete streets policy as a state. She stated that on November 19th, 2019, a form-based code training session will be hosted as well.

AGENDA ITEM NO.11:

Adjournment

Meeting was adjourned.



Chairman/Vice-Chairman

Joseph Barker
Planning Commission Secretary

Regular Board of Commissioners

2. c.

Meeting Date: 12/16/2019

Maintenance Bond

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of Shawnee Townhomes public improvements and place maintenance bonds into effect.

Attachments

Memo

Bond



Office of Engineering

MEMORANDUM

TO: Chance Allison, City Manager

FROM: Michael Ludi, Director of Engineering

AGENDA: December 16, 2019

RE: Acceptance of Shawnee Townhouses Public Improvements

The Shawnee Townhouse development is now complete and ready for the public water line and the public sewer line improvements to be accepted by the City. The development is located on the west side of Philadelphia Ave between Main St and 9th St. The developer paid 100% of the construction costs. The water line and sewer line were installed satisfactorily and to the City of Shawnee specifications. The lines passed all required testing, and are now ready for acceptance, and placement of the maintenance bonds into effect by the City.

Staff recommends the acceptance of the public improvements and placing the maintenance bonds into effect at the December 16th, 2019 City Commission meeting.

MAINTENANCE BOND

#GR45715

KNOW ALL MEN BY THESE PRESENTS:

That M & J Constructors, LLC, 16759 County Road 3520, Ada OK 74820,

as Principal, and Granite Re, Inc., 14001 Quailbrook Dr., Oklahoma City, OK 73134,

a corporation organized under the laws of the State of Illinois and authorized to transact

business in the State of Oklahoma, as Surety, are held and firmly bound unto the Shawnee Municipal Authority/City of Shawnee, Beneficiary in penal sum of ***Ninety Seven Thousand Four Hundred & 00/100*** Dollars (\$ 97,400.00) lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent (10%) for one (1) year after completion and final acceptance (total of 2 years maintenance), for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Shawnee Municipal Authority/City Of Shawnee Beneficiary all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two (2) years ({one hundred (100%) percent for first year, ten (10%) for one year thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the Shawnee Municipal Authority/City of Shawnee Beneficiary; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold Shawnee Municipal Authority/City of Shawnee Beneficiary harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

DATED this 14th day of November, 2019

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Shawnee Affordable Housing Partners, LP, dated October 10, 2018, for
(State or Other Entity)

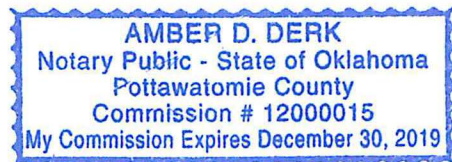
Sanitary Sewer & Water Line for Shawnee Townhouses, all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **two (2) years** (**{one hundred (100%) percent for first year, ten (10%) for one year** thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this BOND.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in his name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

(SEAL)



ATTEST:

Amber D. Derk

(SEAL)

ATTEST:

Jamie Ritz

PRINCIPAL:

M & J Constructors, LLC

BY

[Signature]

TITLE

Member

SURETY:

Granite Re, Inc.

BY

[Signature]
Attorney-in-Fact

NAME

Wendy Hollen

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.



My Commission Expires:
August 8, 2021
Commission #: 01013257

Notary Public

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

14th day of November, 2019



Kyle P. McDonald, Secretary/Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189		CONTACT NAME: Myranda Denny PHONE (A/C, No, Ext): (405) 691-0016 E-MAIL ADDRESS: mdenny@midamericainc.com FAX (A/C, No): (405) 691-0415															
INSURED M & J Contractors, LLC 16759 County Rd. 3520 Ada OK 74820		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Ohio Security Ins Co</td><td>24082</td></tr><tr><td>INSURER B: Ohio Casualty Ins Co</td><td>24074</td></tr><tr><td>INSURER C: Great Midwest Ins Co</td><td>18694</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Ins Co	24082	INSURER B: Ohio Casualty Ins Co	24074	INSURER C: Great Midwest Ins Co	18694	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:** 2019-20**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X		BKS57960440	4/21/2019	4/21/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BAS57960440	4/21/2019	4/21/2020	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	\$																				
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ DED ☒ RETENTION \$ 10,000			USO57960440	4/21/2019	4/21/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$								
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	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC0014417903	4/21/2019	4/21/2020	<table border="1"><tr><td>☒ PER STATUTE</td><td>☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 500,000</td></tr></table>	☒ PER STATUTE	☐ OTH-ER		E.L. EACH ACCIDENT		\$ 500,000	E.L. DISEASE - EA EMPLOYEE		\$ 500,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000		
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E.L. DISEASE - EA EMPLOYEE		\$ 500,000																			
E.L. DISEASE - POLICY LIMIT		\$ 500,000																			
A	Rented/Leased Equipment			BKS57960440	4/21/2019	4/21/2020	<table border="1"><tr><td>Limit</td><td>\$100,000</td></tr><tr><td>Deductible</td><td>\$1,000</td></tr></table>	Limit	\$100,000	Deductible	\$1,000										
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Deductible	\$1,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Sanitary Sewer & Water Line for Shawnee Townhouses

As required by written contract, City of Shawnee, One Red Oak LLC, Shawnee Affordable Housing Partners LP and Mike Little Construction Inc. are included as additional insureds as respects General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Shawnee PO Box 1448 Shawnee, OK 74802-1448	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Rogers/MD 

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Regular Board of Commissioners

2. d.

Meeting Date: 12/16/2019

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Shawnee Community Beautification Committee

LaDonna Bryce 1st Partial Term Expires: January 1, 2022

Replaces Holly Gordon – Resigned

Shawnee Housing Authority

Marion McMillan 2nd Full Term Expires: February 1, 2023

Reappointment

Paul Pounds 2nd Full Term Expires: February 1, 2023

Reappointment

Tamera Hale 2nd Full Term Expires: February 1, 2023

Reappointment

Parks and Recreation Committee

Lynn Dale Gray 1st Partial Term Expires: January 1, 2024

Replaces Miriam Bell – Resigned

Attachments

L. Bryce Application

M. McMillan Application

P. Pounds Application

T. Hale Application

L. Gray Application



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>LaDonna Bryce</u>	Application Date: <u>12/5/19</u>
Address: <u>1302 E. Edwards</u>	Date of Birth: <u>8/19/61</u>
Mailing Address: <u>1302 E. Edwards</u>	
Daytime Phone: <u>580-320-2557</u> Fax: _____	Email: <u>ladonnabrycess@gmail.com</u>
Profession: <u>Real Estate Broker</u>	
Business Name: <u>Bryce Realty Group</u>	
Business Address: <u>1302 E. Edwards</u>	
Business Phone: <u>405 432-5277</u> Fax: _____	Email: _____

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: _____

How many years have you lived in Shawnee? last 9 years

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 Contract Review Committee ☐ Housing Authority ☐ Library Board	☐ Oklahoma Baptist University Trust Authority ☐ Parks and Recreation Committee ☒ Planning Commission ☐ Senior Citizens of Shawnee Board ☐ Shawnee Hospital Authority ☒ Shawnee Urban Renewal Authority ☐ Traffic Commission ☐ Other
---	--

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

I want to be involved in the town I call home.

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?

Shawnee is the place I choose to live, I want to see it grow as well as its residents.
I'm a Real Estate Broker I can think outside the box.

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

I'm a member of the Salvation Army Ladies Auxiliary

List education, including degree(s) earned:

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

I have served as City Council for the City of Konawa, OK

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? YES

If so, please explain:

In the early 80's

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Audra Smith	Friend/Business	580-928-8854
Brenda E. Person	Friend/Business	405-213-5992
Carla Huff	Friend	405-837-9440

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

Ladonna Brych

Date

12/5/19

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

December 5, 2019

Commissioners for the City of Shawnee

Allow me to introduce myself. I'm LaDonna Bryce I'm the Owner/ Broker of Bryce Realty Group here in Shawnee. I have been a resident Of Shawnee for the past 9 years, the prior 12 years I was in Konawa taking care of my Parents. Prior to that 12 years I was a resident of Shawnee. I have been in love with this town from the first time I lived here.

I have to be honest for the past several years I had a lot on my plate, the loss of my Husband and Dad in the same year, life was just hard and I haven't been as active in the community as I should have. Life is very much different now and I want to get involved to be informed, to be a part of making our town as attractive to others as it is to me.

Being in the Real Estate business we have to think outside the box frequently and I think that makes me a good candidate, that with the desire to see Shawnee a hub that others see and want to also be a part of.

I know it will take everyone working together to see our town grow, we may not always agree but if we can agree to keep the betterment of Shawnee first, we can achieve the goal of making Shawnee the best town it can be.

Gentleman thank you for your time and consideration.

Sincerely,

LaDonna Bryce



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: Marion S. McMillan Application Date: 11/25/2019
 Address: 101405 S 3420 Road Date of Birth: 09/13/1952
 Mailing Address: Meeker, OK 74855
 Daytime Phone: 405-875-7235 Fax: 405- Email: marion.mcmillan@bancfirst.bank
 Profession: Banking Executive - Regional Executive & EVP
 Business Name: BancFirst
 Business Address: 3443 North Kickapoo St, Shawnee, OK
 Business Phone: 405-875-7235 Fax: Email: Same

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: Shawnee Housing Authority

How many years have you lived in Shawnee? Resided in Shawnee 1998-2012
Moved to Meeker, OK & now commute to Shawnee to work

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

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

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

I have enjoyed serving my 1st term on the Shawnee Housing Authority. IF continued I will be happy to continuing serving as a member of the SHA Board.

Revised July 12, 2019

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?

- 45 year carrier in banking & Finance
- Have made a number of loans for housing that utilize HUD Tax Credits & New Market Tax Credits

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

Member of Shawnee Forward - Economic Development Committee
Past Chairman of Shawnee Forward For Shawnee Chamber of Commerce
Shawnee Economic Development Foundation

List education, including degree(s) earned:

Kansas State University - B.S. Ag Economics
University of Wisconsin - Graduate School of Banking

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

yes - S.H.A. 7/2017

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
Richard Finley	Business Associate	405-820-3869
Marty Lewis	" "	405-623-9444
Chuck Skillings	" "	405-245-8838

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 Maion S. McMillan

Date 11/25/2019

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



APPLICATION TO SERVE

Boards, Committees and Commissions

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

Name: <u>Paul Pounds</u>	Application Date: <u>11-26-19</u>
Address: <u>7 Lanet Circle</u>	Date of Birth: <u>4-4-42</u>
Mailing Address: <u>7 Lanet Circle</u>	<u>74804</u>
Daytime Phone: <u>273-4757</u>	Fax: <u>NA</u> Email: <u>ssapp3@gmail.com</u>
Profession: <u>Retired</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____ Fax: _____ Email: _____	

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: _____

How many years have you lived in Shawnee? 59

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

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

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

Be a part of the continuing growth
of our community

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?

Previous years dealing with the public
as a school administrator

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

Diamond R. Kivaniis

List education, including degree(s) earned:

BM E from OBU
ME from Central State - additional hours from OU + OSU

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

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
<u>Donna Houston</u>	<u>friend</u>	<u>275-6385</u>
<u>Phil Thompson</u>	<u>factor</u>	<u>273-3022</u>
<u>Marilyn Bradford</u>	<u>supervisor</u>	<u>275-3668</u>

PLEASE READ CAREFULLY:

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

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

Signature Paul Pounds

Date 11-26-19



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: Tamara Hale Application Date: 12/3/14
Address: 209 N Eastern Date of Birth: 3/27/1979
Mailing Address: _____
Daytime Phone: 405-274-4976 Fax: _____ Email: cl0cl0-5050@yahoo.com
Profession: manager
Business Name: House of Health
Business Address: 314 W McArthur
Business Phone: 405-273-8910 Fax: _____ Email: _____

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: Shawnee Housing

How many years have you lived in Shawnee? 20 +

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

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

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

I love the fact that some one that lives in one of their units can give the on-hand experience.

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?

Being honest and realistic is key.
I live in the housing system, so I think I can give a good insight

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

List education, including degree(s) earned:

High school Diploma
Associates

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

City of Shawnee Housing

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
Howie Blocker	mother	405-481-0405
Brandy Stanton	Best friend	405-788-6511
Patrick Ortega	Boss	405-323-9812

PLEASE READ CAREFULLY:

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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 Tamara Davis

Date 12/3/19

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



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Lynn Dale Gray</u>	Application Date: <u>11-27-2019</u>
Address: <u>4010 Blaine Road</u>	Date of Birth: <u>4-9-1970</u>
Mailing Address: <u>4010 Blaine Road Shawnee, OK 74804</u>	
Daytime Phone: <u>405.816.7239</u>	Fax: <u>405.525.0139</u> Email: <u>lgray091@students.sb</u>
Profession: <u>Economist (Director of Economic Research & Analysis at OESC)</u>	
Business Name: <u>Oklahoma Employment Security Commission</u>	
Business Address: <u>2401 N Lincoln Blvd OKC, OK 52003</u>	
Business Phone: <u>405.816.7239</u>	Fax: <u>405.525.0139</u> Email: <u>lynn.gray@oesc.state.</u>

Do you live within the City Limits of the City of Shawnee? Yes ☒ No ☐

Do you currently serve on a City board, committee or commission? Yes ☐ No ☐

If so, please list the board/committee: None

How many years have you lived in Shawnee? 20

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

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

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

My selections above seem to be the best fits for my skill set. I utilize the library and parks often so these hold interest for me. My wife is a PT in town, our daughter is a new RN at the hospital, and our oldest son is in PA school - thus my concern for our local hospital. I am an OBU grad so have an interest with that trust.

Revised July 12, 2019

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?

20+ years state govt service where I oversee a budget of \$1.2 million and help with agency strategic planning.

Extensive experience with economic (esp labor market) statistics.

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

Adult Sunday school teacher at Immanuel Baptist Church

List education, including degree(s) earned:

MA (Theology) - The Southern Baptist Theological Seminary 2018; MA (Economics) - University of Oklahoma 2000

BBA (Finance) - Oklahoma Baptist University 1992

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

No

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
Chris Jones, PhD (OBU Dean)	Friend from church	405.765.4757
Steve Bowlan	Friend from church	405.915.4011
Nathan Hodges	Friend from church	405.570.7634

PLEASE READ CAREFULLY:

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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 Lynn D Gray

Date 11-27-2019

Revised July 12, 2019

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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**2. e.**

Meeting Date: 12/16/2019

Deeds to City from County

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of the following properties donated to the City of Shawnee by Pottawatomie County:

1. 322 North Park Avenue, Shawnee, Oklahoma
2. 500 South Park Avenue, Shawnee, Oklahoma
3. 312 South Market Avenue, Shawnee, Oklahoma
4. 217 South Oklahoma Avenue, Shawnee, Oklahoma
5. 221 South Oklahoma Avenue, Shawnee, Oklahoma
6. 223 South Pennsylvania Avenue, Shawnee, Oklahoma
7. 235 South Pennsylvania Avenue, Shawnee, Oklahoma
8. 225 South Minnesota Avenue, Shawnee, Oklahoma
9. 227 South Minnesota Avenue, Shawnee, Oklahoma
10. 236 South Minnesota Avenue, Shawnee, Oklahoma
11. 242 South Minnesota Avenue, Shawnee, Oklahoma
12. 328 South Minnesota Avenue, Shawnee, Oklahoma

AttachmentsDeeds to City from County

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That Randy Thomas and Eddie Stackhouse, of Pottawatomie Board of County Commissioners, party of the first part, in consideration of the sum of ten Dollars And No Cents (\$10.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, does hereby quit-claim, grant, bargain, sell, and convey to THE CITY OF SHAWNEE, OK party of the second part, the following described real property and premises situated in Pottawatomie County, Oklahoma:

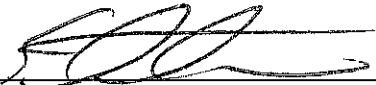
Blk 7, Lots 5 & 6, in the City of Shawnee, Oklahoma; 0015-00-007-005-0-000-00.

Property Address: 322 N Park, Shawnee, OK 74801;

together with all the improvements thereon and the appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, his heirs and assigns, forever.

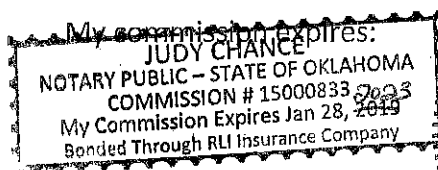
Signed and delivered this 9th day of December, 2019.

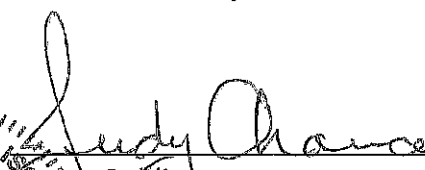

Eddie Stackhouse, Chairman


Randy Thomas, member

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE)

This instrument was acknowledged before me on the 9th day of December 2019, by
EDDIE STACKHOUSE AND RANDY THOMAS.




Debra Allison, Notary Public

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Blk 125, Lot 12, in the City of Shawnee, Oklahoma; 0015-00-125-012-0-000-00.

Property Address: 500 S Park, Shawnee, OK 74801;

together with all the improvements thereon and the appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, his heirs and assigns, forever.

Signed and delivered this 9th day of December, 2019.



Eddie Stackhouse, Chairman

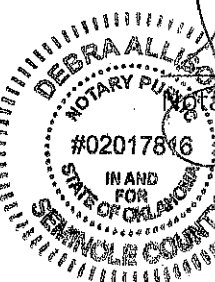
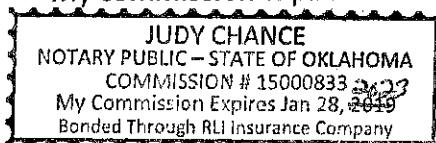


Randy Thomas, member

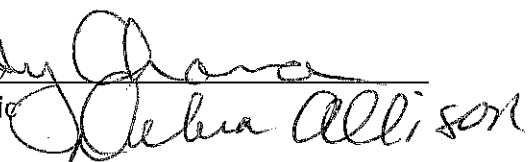
STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE)

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EDDIE STACKHOUSE AND RANDY THOMAS.

My commission expires:



Notary Public



QUIT CLAIM DEED

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Blk 96, Lots 8 & 9, in the City of Shawnee, Oklahoma; 0015-00-096-008-0-000-00.

Property Address: 312 S Market, Shawnee, OK 74801;

together with all the improvements thereon and the appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the said party of the second part; his heirs and assigns, forever.

Signed and delivered this 9th day of December, 2019.



Eddie Stackhouse, Chairman

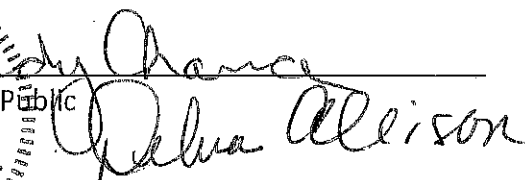
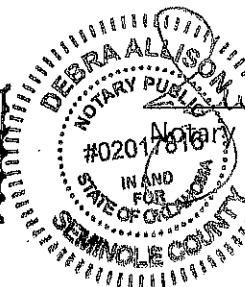


Randy Thomas, member

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE)

This instrument was acknowledged before me on the 9th day of December 2019, by EDDIE STACKHOUSE AND RANDY THOMAS.

My commission expires:
NOTARY PUBLIC - STATE OF OKLAHOMA
COMMISSION # 15000833 2023
My Commission Expires Jan 28, 2019
Bonded Through RLI Insurance Company



QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

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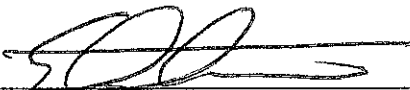
Seminole Blk 3, Lots 32 thru 34, in the City of Shawnee, Oklahoma; 2430-00-003-032-0-000-00.

Property Address: 217 S Oklahoma, Shawnee, OK 74801;

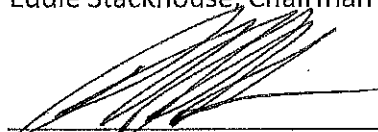
together with all the improvements thereon and the appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, his heirs and assigns, forever.

Signed and delivered this 9th day of December, 2019.



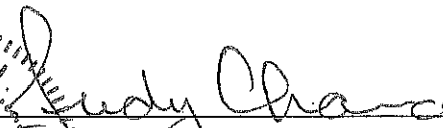
Eddie Stackhouse, Chairman

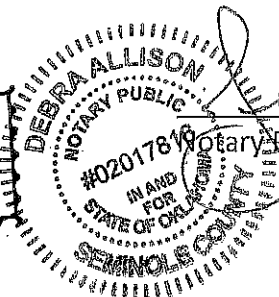
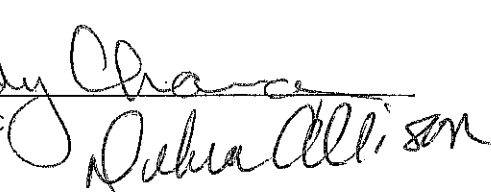


Randy Thomas, member

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE)

This instrument was acknowledged before me on the 9th day of December 2019, by
EDDIE STACKHOUSE AND RANDY THOMAS.

My commission expires. 
JUDY CHANCE
NOTARY PUBLIC - STATE OF OKLAHOMA
COMMISSION # 15000833
My Commission Expires Jan 28, 2019
Bonded Through RLI Insurance Company

 
DEBRA ALLISON
NOTARY PUBLIC
#02017818
IN AND FOR
STATE OF OKLAHOMA
SEMINOLE COUNTY

QUIT CLAIM DEED

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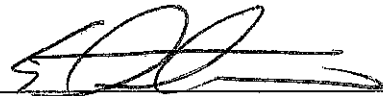
Seminole Blk 3, Lots 30 & 31, in the City of Shawnee, Oklahoma; 2430-00-003-030-0-000-00.

Property Address: 221 S Oklahoma, Shawnee, OK 74801;

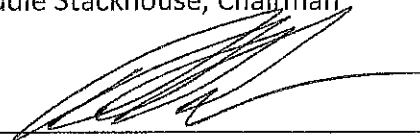
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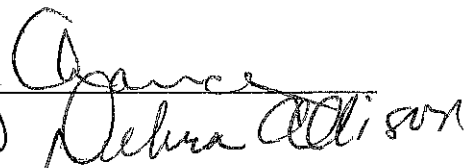
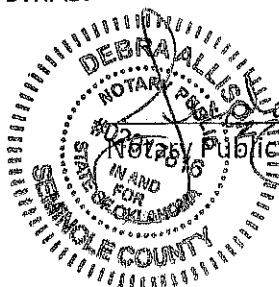
Eddie Stackhouse, Chairman



Randy Thomas, member

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE)

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Seminole Blk 1, S20' Lot 6 and N15' Lot 7, 1.25 Lots, in the City of Shawnee, Oklahoma; 2430-00-001-006-0-000-00.

Property Address: 223 S Pennsylvania, Shawnee, OK 74801;

together with all the improvements thereon and the appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, his heirs and assigns, forever.

Signed and delivered this 9th day of December, 2019.



Eddie Stackhouse, Chairman



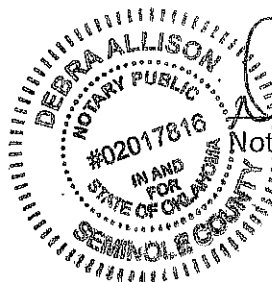
Randy Thomas, member

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE)

This instrument was acknowledged before me on the 9th day of December 2019, by
EDDIE STACKHOUSE AND RANDY THOMAS.

My commission expires:

11-13-22


Notary Public

QUIT CLAIM DEED

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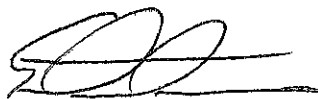
Seminole Blk 1, Lots 12 & 13, in the City of Shawnee, Oklahoma; 2430-00-001-012-0-000-00.

Property Address: 235 S Pennsylvania, Shawnee, OK 74801;

together with all the improvements thereon and the appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, his heirs and assigns, forever.

Signed and delivered this 9th day of December, 2019.



Eddie Stackhouse, Chairman

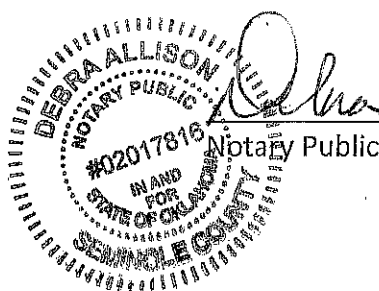


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STATE OF OKLAHOMA)
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Debra Allison
Notary Public

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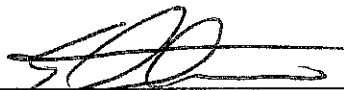
Seminole Blk 2, Lots 29 and 30, in the City of Shawnee, Oklahoma; 2430-00-002-029-0-000-00.

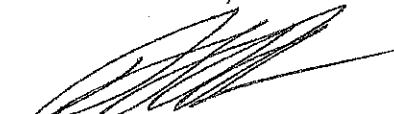
Property Address: 225 S Minnesota, Shawnee, OK 74801;

together with all the improvements thereon and the appurtenances thereunto belonging.

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Eddie Stackhouse, Chairman

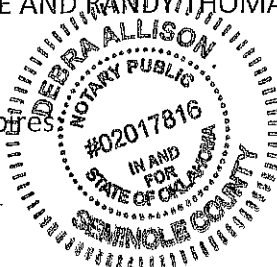

Randy Thomas, member

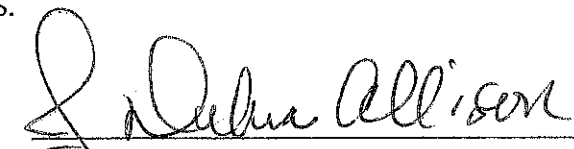
STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE)

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11-13-22




Notary Public

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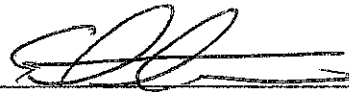
Seminole Blk 2, Lots 27 and 28, in the City of Shawnee, Oklahoma; 2430-00-002-027-0-000-00.

Property Address: 227 S Minnesota, Shawnee, OK 74801;

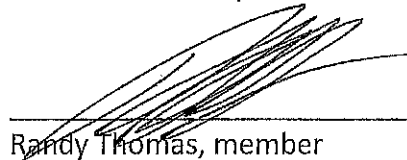
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Eddie Stackhouse, Chairman



Randy Thomas, member

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE)

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My commission expires

11-13-20


Notary Public

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Seminole Blk 3, Lots 12 and 13, in the City of Shawnee, Oklahoma; 2430-00-003-012-0-000-00.

Property Address: 236 S Minnesota, Shawnee, OK 74801;

together with all the improvements thereon and the appurtenances thereunto belonging.

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Signed and delivered this 9th day of December, 2019.


Eddie Stackhouse, Chairman

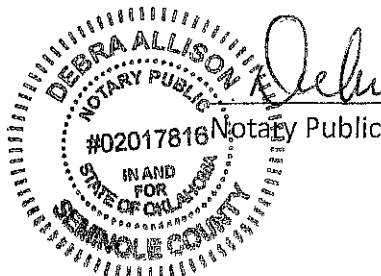

Randy Thomas, member

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE)

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My commission expires:

11-13-22



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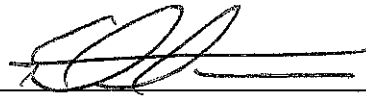
Seminole Blk 3, Lots 14 and 15, in the City of Shawnee, Oklahoma; 2430-00-003-014-0-000-00.

Property Address: 242 S Minnesota, Shawnee, OK 74801;

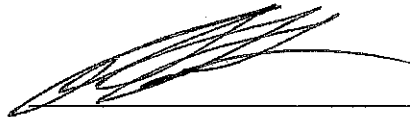
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Eddie Stackhouse, Chairman



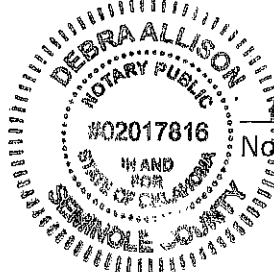
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COUNTY OF POTTAWATOMIE)

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My commission expires:

11-13-20




Notary Public

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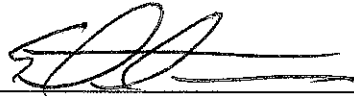
Seminole Blk 7, Lots 14 and 15, in the City of Shawnee, Oklahoma; 2430-00-007-014-0-000-00.

Property Address: 328 S Minnesota, Shawnee, OK 74801;

together with all the improvements thereon and the appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, his heirs and assigns, forever.

Signed and delivered this 9th day of December, 2019.



Eddie Stackhouse, Chairman



Randy Thomas, member

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE)

This instrument was acknowledged before me on the 5th day of December 2019, by EDDIE STACKHOUSE AND RANDY THOMAS.

My commission expires

11-13-22



Notary Public

Regular Board of Commissioners**5.**

Meeting Date: 12/16/2019

P21-19 Highway 102 & Lake Road

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information**Title of Item for Agenda**

Public hearing and consideration of an ordinance to rezone property located 250 feet south of the southwest corner of Highway 102 and Lake Road, containing 4.68 acres, from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District). Case No. P21-19, Applicant: Linda Nowlin.

Attachments

Staff Report

Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Linda Nowlin
FOR: Rezone
LOCATION: 250 feet south of SW corner of Highway 102 &
Lake Road, Shawnee, OK
PROJECT#: 190954 Case# P21-19

LEGAL DESCRIPTION:

A tract of land lying in a part of the East 30.00 acres of the Northeast Quarter (NE4) of Section Twenty-three (23), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma and further described by Charles Reed PLS No. 1660 on July 01, 2019 as COMMENCING at the Northeast Corner (NE/c) of the NE4 of said Section 23; THENCE S00°27'56" E along the East line of said NE/4 a distance of 250.00 feet; THENCE S89°27'23" W a distance of 106.25 feet to a POINT ON THE PRESENT, West Right-of-way line of Highway 102, ALSO being the POINT OF BEGINNING; THENCE S89°27'23" W a distance of 193.75 feet; THENCE S00°27'56" E a distance of 1067.06 feet to a point on the South line of said NE4 NE4; THENCE N89°30'21" along said South line a distance of 208.70 feet, to a point on the present West Right-of-way Line of Highway 102; THENCE N00°36'17" W along said West Right-of-way line a distance of 225.78 feet (Recorded) – (Measured 225.80 feet); THENCE N04°19'26" W continuing along said West Right-of-way line a distance of 200.42 feet; THENCE N00°36'17" W continuing along said West Right-of-way line a distance of 625.00 feet; THENCE N01°36'11" E continuing along said West Right-of-way line a distance of 16.47 feet to the POINT OF BEGINNING. Containing 4.86 acres MORE OR LESS & Subject to all Recorded Easements and Rights of Way therefore. Having a basis of bearing of S00°27'56" E from LESS & EXCEPT deed to the State, baseline being the East line of said NE/4 (AKA Tract A).

CURRENT CLASSIFICATION: A-1 (Rural Agricultural)
REQUESTED CLASSIFICATION: C-3 (Highway Commercial)
PROPOSED PROPERTY USE: Commercial Development

PLANNING COMMISSION MEETING DATE: December 4th, 2019

PLANNING COMMISSION RECOMMENDATION: Motion to approve:

VOTE OF THE PLANNING COMMISSION: **MEMBERS PRESENT:** 5

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

RESPECTFULLY SUBMITTED,

Joseph Barker

SECRETARY, PLANNING COMMISSION

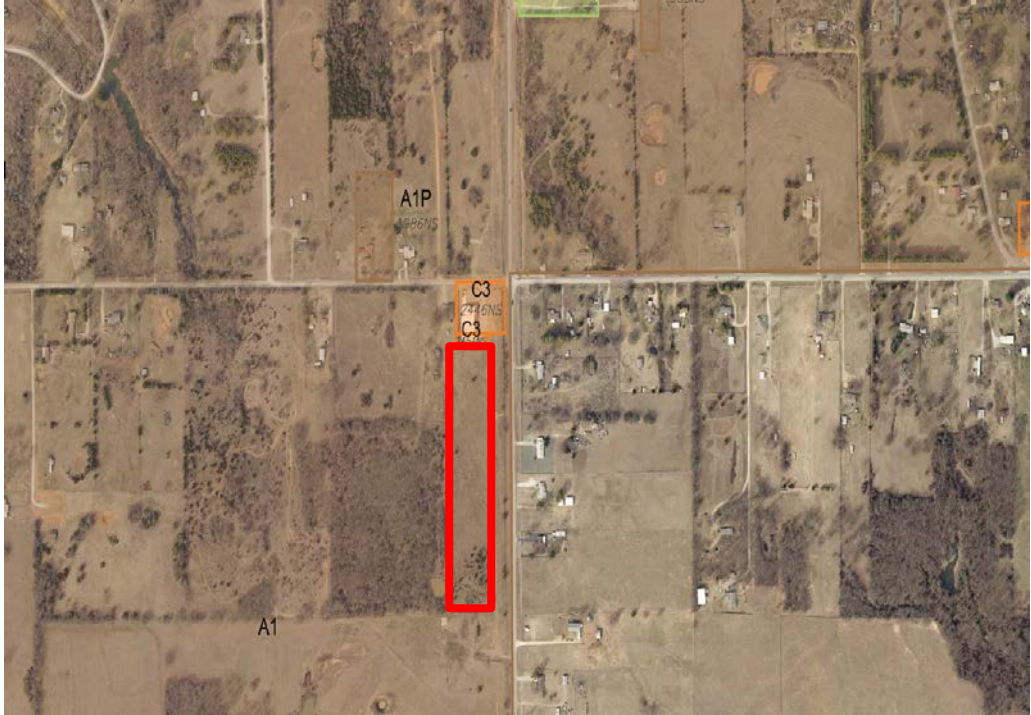
ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org			CASE # P21-19 PUBLIC HEARING DATE: December 4th, 2019 CITY COMMISSION DATE: December 16th, 2019	
APPLICANT: Linda Nowlin		28 Janice Lane Shawnee, Oklahoma, 74801		
PROPERTY ADDRESS/LOCATION: 250 feet south of southwest corner of Highway 102 and Lake Road				
The applicant, Linda Nowlin, is requesting a rezone from A-1 to C-3 on a strip of land 250 feet south of the southwest corner of Highway 102 and Lake Road. The stated proposed use is for a commercial development.				
EXISTING ZONING: A-1	EXISTING LAND USE: Vacant	SURROUNDING ZONING & LAND USE: A-1 (Rural Agricultural) C-3 (Highway Commercial)	SUBDIVISION: N/A	PROPERTY SIZE: 4.68 acres

STAFF RECOMMENDATION

The applicant has stated they intend to sell the lot. The subject site is 4.68 acres in size. Adjacent properties are zoned A-1 (Rural Agricultural), and C-3 (Highway Commercial). There is one commercially zoned property adjacent to the north of this strip of land. The 2019 Comprehensive Plan has parts of this property designated as intended for lake oriented commercial, and part of it for agriculture/open space. C-3 fits the intent of lake oriented commercial areas.

The rezone is required to conform to Section 22-165.2 of the Zoning Code, "Uses [in commercial districts]," which assures that the C-3 zoning district is used to provide for establishments offering accommodations, supplies or services to motorists, and for certain specialized uses such as retail outlets, extensive commercial amusement and service establishments. There is no specific proposed use. The rezone is also required to conform to Section 22-165.4 of the Zoning Code, "Dimensional Standards [in commercial districts]." If rezoned to C-3, it would conform to these standards.

The subject request is in conformance with City Zoning Code and the 2019 Comprehensive Plan. Therefore, Staff hereby recommends approval of the requested rezone from A-1 (Rural Agricultural) to C-3 (Highway Commercial).

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



PLANNING COMMISSION 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:	<u>P21-19</u>
Project Number:	<u>190954</u>
Date Filed:	<u>10-2-19 10/9/2019</u>
_____ Planning Commission Secretary	

REQUEST:

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

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

PROPERTY LOCATION (STREET ADDRESS):

LEGAL DESCRIPTION: See attachment

PROPERTY OWNER (S): Gerald & Linda Nowlin Trust Trustees

PROPERTY AGENT (APPLICANT): _____

APPLICANT'S ADDRESS: 28 Janice Ln

CITY: Shawnee STATE: OK ZIP: 74801

EMAIL ADDRESS: _____

TELEPHONE NUMBER: (405) 275-1799 CONTACT NUMBER: (405) 570-3957

DIMENSIONS OF PROPERTY: AREA: 4.68 A WIDTH: 208.7'
LENGTH: 1067.32' FRONTAGE: 1067.32'

CURRENT ZONING: A-1 CURRENT USE: VACANT

PROPOSED ZONING: C-3 PROPOSED USE: Commercial

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

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

Gerald & Linda Nowlin (Trust)
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

PLANNED UNIT DEVELOPMENT FEE \$ 550.00
SIGN DEPOSIT \$ 50.00

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

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

City of Shawnee OK
405-878-1666

REC#: 02356214 11/08/2019 2:51 PM
OPER: SB TERM: 021
REF#: 7102
PAID BY:

TRAN: 401.0000 BUILDING PERMIT
190954 280.00CR
NOWLIN, LINDA
NONE
Z-REZONING 280.00CR

TENDERED: 280.00 CHECK
APPLIED: 280.00-

CHANGE: 0.00

Visit www.ShawneeOK.org
For More Information

TRUSTEE'S DEED

KNOW ALL MEN BY THESE PRESENTS:

That Gerald W. Nowlin and Linda L. Nowlin, Trustees of the Gerald W. Nowlin and Linda L. Nowlin 2000 Revocable Trust, under Agreement dated August 16, 2000, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto Gerald W. Nowlin and Linda L. Nowlin, Trustees of the Gerald W. Nowlin and Linda L. Nowlin 2000 Revocable Trust, under Agreement dated August 16, 2000, at 28 Janice Lane, Shawnee, Oklahoma 74801, the real property and premises in Pottawatomie County, Oklahoma, fully described as follows:

A tract of land lying in a part of the East 30.00 acres of the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section Twenty-three (23), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma, and further described by Charles Reed PLS No. 1660 on July 1, 2019 as commencing at the Northeast Corner (NE/C) of the NE/4 of said Section 23; thence S00°27'56"E along the East line of said NE/4 a distance of 250.00 feet; thence S89°27'23"W a distance of 106.25 feet to a point on the present West right of way line of Highway 102 also being the point of beginning; thence S89°27'23"W a distance of 193.75 feet; thence S00°27'56"E a distance of 1067.06 feet to a point on the South line of said NE/4 NE/4; thence N89°30'21"E along said South line a distance of 208.70 feet, to a point on the present West right of way line of Highway 102; thence N00°36'17"W along said West right of way line a distance of 225.78 feet (Record) – (Measured 225.80 feet); thence N04°19'26"W continuing along said West right of way line a distance of 200.42 feet; thence N00°36'17"W continuing along said West right of way line a distance of 625.00 feet; thence N01°36'11"E continuing along said West right of way line a distance of 16.47 feet to the point of beginning, containing 4.86 acres, more or less & subject to all recorded easements and rights of way thereof; having a basis of bearing of S00°27'56"E from Less and Except Deed to the State, baseline being the East line of said NE/4;

together with the buildings, structures and improvements thereon.

To have and to hold the above described property with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said grantee herein and its successors and assigns forever.

Witness my hand this 20th day of September, 2019.

GERALD W. NOWLIN AND LINDA L. NOWLIN
2000 REVOCABLE TRUST, UNDER AGREEMENT
DATED AUGUST 16, 2000

BY: [Signature]
GERALD W. NOWLIN, TRUSTEE

BY: [Signature] Trustee
LINDA L. NOWLIN, TRUSTEE



MEMORANDUM OF TRUST ATTACHED HERETO - 60 O.S. §175(6) (a).

EXEMPT FROM DOCUMENTARY STAMP TAX - 68 O.S. §3202(4).

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 20th day of September, 2019, personally appeared Gerald W. Nowlin and Linda L. Nowlin 2000 Revocable Trust, under Agreement dated August 16, 2000, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

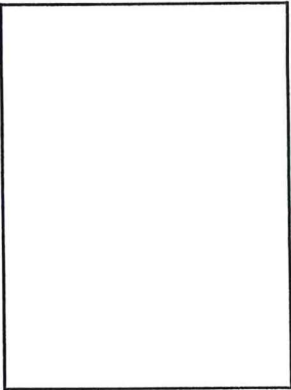
[S E A L]



Dana R. Shelburne
NOTARY PUBLIC

Return to:
James T. Stuart
Stuart & Clover
PO Box 1925
Shawnee, OK 74802-1925

JOINT TENANCY
WARRANTY DEED
(Individual Form)



That **HAROLD A. HENFLING and THERESA P. HENFLING, Husband and Wife** Parties of the first part, in consideration of the sum of TEN & NO/100----- and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **GERALD W. NOWLIN and LINDA NOWLIN, Husband and Wife** as joint tenants and not as tenants in common, with right of survivorship, the whole estate to vest in the survivor, parties of the second part, the following described real property and premises situate in POTTAWATOMIE County, State of Oklahoma, to-wit:.

The East 30 acres of the North Half of the Northeast Quarter (N/2 NE/4) of Seciton Twenty-three (23), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma.

PROPERTY ADDRESS: RT. 6 BOX 228, SHAWNEE, OK 74801

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as such joint tenants, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

EXCEPT covenants, conditions, easements, restrictions and mineral conveyances of record.

Signed and delivered this 28th day of February, 1996.


HAROLD A. HENFLING


THERESA P. HENFLING

INDIVIDUAL ACKNOWLEDGMENT-OKLAHOMA FORM

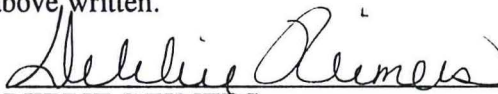
STATE OF OKLAHOMA, County of POTTAWATOMIE, SS.

This instrument was acknowledged before me on **FEBRUARY 28, 1996**, by **HAROLD A. HENFLING and THERESA P. HENFLING, Husband and Wife.**

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

My commission expires **04-04-98**




DEBBIE REIMERS Notary Public



First American Title Insurance Company

123 West Highland

Shawnee, OK 74801

Phone: (405)275-0266 / Fax: (866)721-6216

PR: SOCENT

Ofc: 2199 (542)

Final Invoice

To: Linda Nowlin
28 Janice Lane
Shawnee, OK 74801

Invoice No.: 542 - 219953570

Date: 10/08/2019

Our File No.: 2446162-SH99

Title Officer:

Escrow Officer:

Customer ID: 5033794

Liability Amounts

Attention:

Your Ref.:

RE: Property:
33909 Lake Road , Shawnee, OK 74801

Buyers: Gerald W. & Linda Nowlin Trust

Sellers:

Description of Charge	Invoice Amount
Ownership Report	\$300.00

INVOICE TOTAL \$300.00

Comments: OWNERSHIP REPORT

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:

Attention: Accounts Receivable Department

PO Box 776119

Chicago, IL 60677-6119

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

A tract of land lying in a part of the East 30.00 acres of the Northeast Quarter (NE4) of Section Twenty-three (23), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma and further described by Charles Reed PLS No. 1660 on July 01, 2019 as COMMENCING at the Northeast Corner (NE/c) of the NE4 of said Section 23; THENCE S00°27'56" E along the East line of said NE/4 a distance of 250.00 feet; THENCE S89°27'23W a distance of 106.25 feet to a POINT ON THE PRESENT, West Right-of-way line of Highway 102, ALSO being the POINT OF BEGINNING; THENCE S89°27'23" W a distance of 193.75 feet; THENCE S00°27'56" E a distance of 1067.06 feet to a point on the South line of said NE4 NE4; THENCE N89°30'21" along said South line a distance of 208.70 feet, to a point on the present West Right-of-way Line of Highway 102; THENCE N00°36'17" W along said West Right-of-way line a distance of 225.78 feet (Recorded) - (Measured 225.80 feet); THENCE N04°19'26" W continuing along said West Right-of-way line a distance of 200.42 feet; THENCE N00°36'17" W continuing along said West Right-of-way line a distance of 625.00 feet; THENCE N01°36'11" E continuing along said West Right-of-way line a distance of 16.47 feet to the POINT OF BEGINNING. Containing 4.86 acres MORE OR LESS & Subject to all Recorded Easements and Rights of Way therefore. Having a basis of bearing of S00°27'56" E from LESS & EXCEPT deed to the State, baseline being the East line of said NE/4 (AKA Tract A)

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

First American Title Insurance Company

9

Michelle Cook
Abstractor License No. 3286
OAB Certificate of Authority # 017
File No. 2446162-SH99

OWNERSHIP LIST

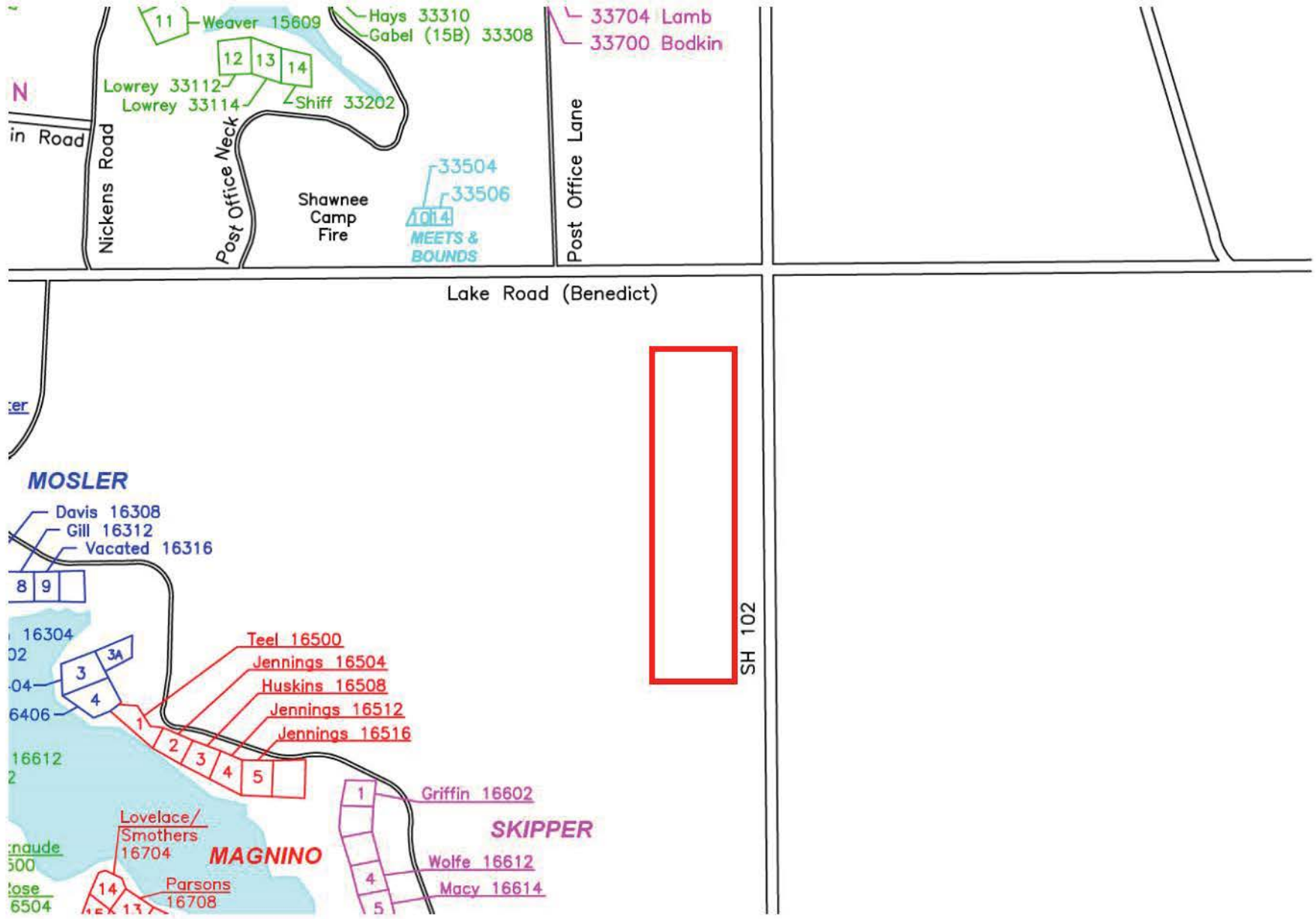
ORDER NO. 2446162

DATE PREPARED: October 8, 2019

EFFECTIVE DATE: September 26, 2019 at 7:30 am

OWNER	LOT	BLK	ADDITION
NOWLIN GERALD W & LINDA TRUST 28 JANICE LN SHAWNEE, OK 74801			E 30A OF N1/2 NE LESS TR 2011-6036 DES AS BEG NE/C NE TH S250' TH W300' TH N250' TH E300' POB & LESS 1.68 AC TO STATE 2012-14033 (N2 NE4 23-10N-2E)
REALTY INCOME PROPERTIES 22LLC ATTN : PM DEPT #3300 SAN DIEGO, CA 92130			BEGINNING NE/C NE/4 S250' W300' N250' E300' POB LESS A TRACT DESCRIBED AS BEGINNING NE/C NE/4 NE/4 S0*27"56'E250' S89*27"23'W106.25' N01*36"11'E250.18' N89*27"23'E97.22' POB (NE4 23-10N-2E)
TICER GARY VAN & MARILYN A TICER & MICHAEL K SEARS 33701 LAKE RD SHAWNEE, OK 74801			E1/2 W 50A N1/2 NE 23-10N-2E
CHATHAM GARY W & BARBARA S 16500 HWY 102 SHAWNEE, OK 74801			BEG 660'W SE/C NE W660' N330' E660' S330' POB & BEG 1320'W SE/C NE W1319. 91' N1314.7' E1976.36' S330' E660' S657.36' W1320' S330' POB (NE4 23-10N-2E)
STATE (ODOT) 200 N E 21 ST OKC, OK 73105			N2 NE4 SE4 SE4 23-10N-2E
SECK HARRY F & MARGOJ 5206 S HARVARD UNIT# 210 TULSA, OK 74135			BEG 33'W SE/C W325'7.5" N2640' E325'7.5" S2640' POB. LESS 5A TO LAKE LESS 1.79 TO DEPT OF TRANS 2012-945 & 946 (SE4 14-10N-2E)

SPANGLER DAINA M & JOHN R 33904 LAKE RD SHAWNEE, OK 74801			BEG 358'7.5"W SE/C W84'1/2" N417'4" W208'7" N2212'6" E292' S2630'POB L&E W/2 NE NE SE CONVEYED TO LAKE BK 2331 PG 276 & TR BEG 651.3'W 623.3'N SE/C N1003.5' W325.625' S1003.5' E325.625' POB BK 2608 PG 134 (SE4 14-10N-2E)
MAY TOMMY O'NEAL & BETTY JUNE MAY REVOCABLE TRUST 33812 LAKE RD SHAWNEE, OK 74801			BEG 650.15'W SE/C SE N417.04' E208.07' S417.04' W208.07' POB (SE4 14-10N-2E)
WALKER ELMER LEE JR 14601 DRUMMOND RD SHAWNEE, OK 74804			BEG 651.3'W SE/C SE W325.75' N623.3' E325.75' S623.3' POB (SE4 14-10N-2E)
WUSHUR HAZARETALI 16109 HWY 102 SHAWNEE, OK 74801			BEG 27.42'N SW/C NW/4 NW/4 N321' N88*39'E284.73' E705.31' S321' W990' POB (NW4 24-10N-2E)
CARLILE GARY & RHONDA 16105 HWY 102 SHAWNEE, OK 74801			BEG 348.42'N SW/C NW/4 NW/4 N223' E990' S223' W705.31' S88*39'W284.73' TO POB (NW4 24-10N-2E)
POUND EVERETT L P O BOX 222 SHAWNEE, OK 74802			BEG 523'S NW/C S223' E990' N310.4' W400' S87.4' W590' TO POB. (NW4 24-10N-2E)
GIRTY PEGGY SUE 16005 HWY 102 SHAWNEE, OK 74801			BEG 300'S NW/C E590' S223' W590' N223' TO POB. (NW4 24-10N-2E)
RANDOLPH BOBBY G & KEITH A RANDOLPH 4 HARDESTY DRIVE SHAWNEE, OK 74801			BEG NW/C NW NW E392' S300' W392' N300' TO POB. (NW4 24-10N-2E)



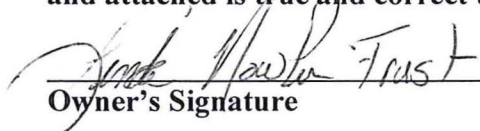
Application for Lot Split (short form subdivision)

The Short Form Subdivision process is used to create up to three lots within a tract or previously subdivided parcel under single ownership. No more than three tracts, parcels or lots can be created or approved based on the original legal description submitted at the time of original application for land subdivision. Short Form Subdivision applications are reviewed in accordance with Article III, Section 30 of the Shawnee Subdivision Ordinance. Review may be administrative (10 days) or may require Planning Commission and City Commission approval, if dedications are required or as otherwise determined by the Director.

	Applicant (Property 1)
Name	Gerald + Linda Nowlin
Mailing Address	28 JANICE LN SHAWNEE, OK 74801 City State Zip
Contact Information	Phone/Cell: 405-275-1799 Fax: Ph. 405 570-3957 Email: _____
Site Address	102 + 6K Rd Next to the Dollar General South
Contact/Agent	Name: _____
Address	Gerald or Linda Nowlin SHAWNEE, OK 74801 City State Zip
Contact Number	Phone/Cell: 405-275-1799 405 570-3957 Fax: _____ Email: _____
Zoning	A-1

Affidavit and Certification:

The undersigned person(s), having an interest in the above-described property, hereby submit this Application in accordance with the provision of the Shawnee Subdivision Regulations and Shawnee Zoning Code; do hereby certify that the information given herein and attached is true and correct to the best of my/our knowledge and belief.

 10.2.2019
Owner's Signature Date

CITY OF SHAWNEE

222 N. BROADWAY
SHAWNEE, OK 74801

PLANNING DEPARTMENT

PHONE: (405) 878-1616

FAX: (405) 878-1587

Please provide dimensions of each proposed tract:

	Tract A	Tract B	Tract C
Area	4.86 A		
Width	208.70'		
Length	1067.32'		
Frontage	1067.32'		

Note: If the above dimensions do not meet applicable minimum zoning standards, the short form subdivision application will be denied.

Application for Short Form Subdivision shall be filed with the Director. Deed approval application submittal requirements shall consist of the following (pursuant to Section 30.2.2 of the Shawnee Subdivision Code):

Applicant Checklist	Required Submittal Information	Staff/Office Checklist
	A deed on each tract with legal description to be approved.	
	Copy of original deeds and legal descriptions.	
	A certified survey, prepared by a land surveyor, registered in the State of Oklahoma showing the following: a. Each new tract being formed shall be labeled "Tract A, Tract B and/or Tract C"; b. The legal description of the original tract and each new tract being created by the subdivision; c. Scale, north arrow and date; d. Name and address of owner of record; e. Key map showing the location of the subject tract, parcel or lot referenced to existing and proposed major streets and government section lines; f. Location of existing structures, dedicated and/or private streets where they adjoin; g. Easements and location of public utilities to serve the tract, parcel or lot showing widths where applicable; and h. Original signatures and seal of the registered land surveyor preparing the plat of survey properly notarized.	For staff and office use only at time of submittal
	Deed of tracts or lots bordering the proposed deed approval if deemed necessary by the Director.	

CITY OF SHAWNEE

222 N. BROADWAY
SHAWNEE, OK 74801

PLANNING DEPARTMENT

PHONE: (405) 878-1616

FAX: (405) 878-1587

	All instruments for dedication of required public easements and rights-of-way. This shall mean, in cases where private easements are required, that the applicant must submit certified copies of the instrument(s) filed of record with the County Clerk.	
	Percolation test results approved by the Health Department, if applicable.	
	Application fee of \$75.00	

(OFFICE USE ONLY)

Permit Number: _____

Amount Pd: _____ **Date:** _____

Assigned to: _____

Form Last Updated: 1/23/09

P.O.C.
FOUND
1" ROD 1.4' DEEP
NE/c N/2 NE/4
SEC. 23
T10N-R2E



LEGEND

- EXISTING CORNER
 ○ SET 3/8" REBAR
 AND CAP #1660
 ≈ BROKEN SCALE
 —*—*— FENCE
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 ROW RIGHT OF WAY
 U/E UTILITY EASEMENT

FOUND
1" ROD 1.4' DEEP
SW/c N/2 NE/4
SEC. 23
T10N-R2E

1624.93'
589°30'21"W

I, CHARLES REED, LICENSED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY AS OF THE DATE SET FORTH ABOVE THAT I HAVE MADE A CAREFUL SURVEY OF A TRACT OF LAND DESCRIBED AS FOLLOWS:

THE EAST 30.00 ACRES OF THE NORTH HALF OF THE NORTHEAST QUARTER (N/2 NE/4) OF SECTION TWENTY-THREE (23), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA. (REC. # 2000 11401)
LESS & EXCEPT

A TRACT OF LAND DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/c NE/4) OF SECTION TWENTY-THREE (23), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF: THENCE S 00°28'07" E A DISTANCE OF 250 FEET; THENCE S 89°27'16" W A DISTANCE OF 300 FEET; THENCE N 00°28'07" W A DISTANCE OF 250 FEET TO THE NORTH LINE OF SAID NE/4; THENCE N 89°27'16" E A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING. (REC. # 2011 6035)

AND LESS & EXCEPT THAT PART DEEDED TO THE STATE FOR HIGHWAY PURPOSE
A STRIP, PIECE OR PARCEL OF LAND LYING IN PART OF THE N/2 NE/4 OF SECTION 23, T 10N, R 2E, IN POTTAWATOMIE COUNTY, OKLAHOMA. SAID PARCEL OF LAND DESCRIBED BY MEETS & BOUNDS AS FOLLOWS:
BEGINNING AT THE SE CORNER OF SAID N/2 NE/4, THENCE S89°31'08"W ALONG THE SOUTH LINE OF SAID N/2 NE/4 A DISTANCE OF 91.30 FEET, THENCE N00°36'17"W A DISTANCE OF 225.78 FEET, THENCE N04°19'26"W A DISTANCE OF 200.42 FEET, THENCE N00°36'17"W A DISTANCE OF 625.00 FEET, THENCE N01°36'11"E A DISTANCE OF 16.47 FEET, THENCE N89°27'23"E A DISTANCE OF 106.25 FEET TO A POINT ON THE EAST LINE OF SAID N/2 NE/4, THENCE S00°27'56"E ALONG SAID EAST LINE A DISTANCE OF 1067.32 FEET TO THE POINT OF BEGINNING. CONTAINING 1.68 ACRES, MORE OR LESS OF NEW RIGHT-OF-WAY, THE REMAINING AREA INCLUDED IN THE ABOVE DESCRIPTION BEING RIGHT-OF-WAY OCCUPIED BY THE PRESENT HIGHWAY. ALL BEARINGS CONTAINED IN THIS DESCRIPTION ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM AND ARE NOT ASTRONOMICAL BEARINGS. (REC. # 2012 14033)

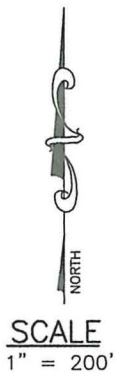
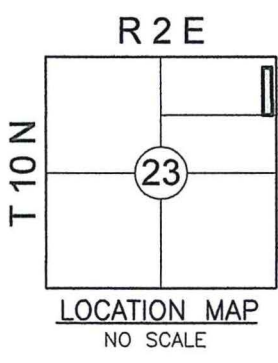
1. A TITLE COMMITMENT, INDICATING APPLICABLE EASEMENTS, HAS NOT BEEN PROVIDED, THEREFORE ALL EASEMENTS MAY NOT BE SHOWN HEREON.
2. THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
3. THE LAST DAY VISITING SAID SITE 07/01/2019.

PREPARED BY:
Reed's Surveying PLLC
207 South Broadway
Tecumseh, OK 74873
405-996-8910

Lic. # 1660 EXP. Nov. 30, 2020	10-27
CA # 5262 EXP. June 30, 2019	19-155
Page 1 of 2	GERALD & LINDA NOWLIN



BOUNDARY SURVEY



CERTIFICATE OF SURVEY
DATE OF SURVEY JULY 1, 2019
I, CHARLES REED, LICENSED PROFESSIONAL LAND SURVEYOR DO HEREBY
CERTIFY AS OF THE DATE SET FORTH ABOVE THAT I HAVE MADE A CAREFUL
SURVEY OF A TRACT OF LAND DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION OF TRACT TO BE SPLIT OUT OF PARENT TRACT (AKA AS TRACT "A")
A TRACT OF LAND LYING IN A PART OF THE EAST 30.00 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) OF SECTION TWENTY-THREE (23), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA AND FURTHER DESCRIBED BY CHARLES REED PLS No. 1660 ON JULY 01, 2019 AS COMMENCING AT THE NORTHEAST CORNER (NE/c) OF THE NE/4 OF SAID SECTION 23; THENCE S00°27'56"E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 250.00 FEET; THENCE S89°27'23"W A DISTANCE OF 106.25 FEET TO A POINT ON THE PRESENT, WEST RIGHT OF WAY LINE OF HIGHWAY 102 ALSO BEING THE POINT OF BEGINNING; THENCE S89°27'23"W A DISTANCE OF 193.75 FEET; THENCE S00°27'56"E A DISTANCE OF 1067.06 FEET TO A POINT ON THE SOUTH LINE OF SAID NE/4 NE/4; THENCE N89°30'21"E ALONG SAID SOUTH LINE A DISTANCE OF 208.70 FEET, TO A POINT ON THE PRESENT WEST RIGHT OF WAY LINE OF HIGHWAY 102; THENCE N00°36'17"W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 225.78 FEET (RECORD)-(MEASURED 225.80 FEET); THENCE N04°19'26"W CONTINUING ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 200.42 FEET; THENCE N00°36'17"W CONTINUING ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 625.00 FEET; THENCE N01°36'11"E CONTINUING ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 16.47 FEET TO THE POINT OF BEGINNING. CONTAINING 4.86 ACRES, MORE OR LESS & SUBJECT TO ALL RECORDED EASEMENTS AND RIGHTS OF WAY THEREOF. HAVING A BASIS OF BEARING OF S00°27'56"E FROM LESS & EXCEPT DEED TO THE STATE, BASELINE BEING THE EAST LINE OF SAID NE/4.

- ① FENCE CORNER
IS 1.7' S. & 14' W.
OF CORNER SET

② FENCE CORNER
IS 0.3' S. & 0.3' W.
OF CORNER FOUND

③ FENCE CORNER
IS 9.6' S. & 0.5' W.
OF CORNER FOUND

④ FENCE LINE
IS 35' N.
OF CORNER SET

⑤ FENCE CORNER
IS 38.2' N. & 10' W.
OF CORNER SET
- Ⓐ FOUND 60d NAIL

Ⓑ FOUND RE-BAR & CAP
CORNERSTONE SURVEYING

GENERAL NOTES:

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

2. THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

3. THE LAST DAY VISITING SAID SITE 07/01/2019.

PREPARED BY: Reed's Surveying PLLC 207 South Broadway Tecumseh, OK 74873 405-996-8910	Lic. # 1660 EXP. Nov. 30, 2020	
	CA # 5262 EXP. June 30, 2019	
	Page 2 of 2	GERALD & LINDA NOWLIN
	10-27	19-155



ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND LYING IN A PART OF THE EAST 30.00 ACRES OF THE NORTHEAST QUARTER (NE4) OF SECTION TWENTY-THREE (23), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA AND FURTHER DESCRIBED BY CHARLES REED PLS NO. 1660 ON JULY 01, 2019 AS COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE NE4 OF SAID SECTION 23; THENCE S00°27'56'' E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 250.00 FEET; THENCE S89°27'23'' W A DISTANCE OF 106.25 FEET TO A POINT ON THE PRESENT, WEST RIGHT-OF-WAY LINE OF HIGHWAY 102, ALSO BEING THE POINT OF BEGINNING; THENCE S89°27'23'' W A DISTANCE OF 193.75 FEET; THENCE S00°27'56'' E A DISTANCE OF 1067.06 FEET TO A POINT ON THE SOUTH LINE OF SAID NE4 NE4; THENCE N89°30'21'' ALONG SAID SOUTH LINE A DISTANCE OF 208.70 FEET, TO A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF HIGHWAY 102; THENCE N00°36'17'' W ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 225.78 FEET (RECORDED) – (MEASURED 225.80 FEET); THENCE N04°19'26'' W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 200.42 FEET; THENCE N00°36'17'' W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 625.00 FEET; THENCE N01°36'11'' E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 16.47 FEET TO THE POINT OF BEGINNING. CONTAINING 4.86 ACRES MORE OR LESS & SUBJECT TO ALL RECORDED EASEMENTS AND RIGHTS OF WAY THEREFORE. HAVING A BASIS OF BEARING OF S00°27'56'' E FROM LESS & EXCEPT DEED TO THE STATE, BASELINE BEING THE EAST LINE OF SAID NE/4 (AKA TRACT A), FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 16th day of December, 2019, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification A-1 (Rural Agricultural District) to C-3 (Highway Commercial District).

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

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

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND LYING IN A PART OF THE EAST 30.00 ACRES OF THE NORTHEAST QUARTER (NE4) OF SECTION TWENTY-THREE (23), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA AND FURTHER DESCRIBED BY CHARLES REED PLS NO. 1660 ON JULY 01, 2019 AS COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE NE4 OF SAID SECTION 23; THENCE S00°27'56'' E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 250.00 FEET; THENCE S89°27'23'' W A DISTANCE OF 106.25 FEET TO A POINT ON THE PRESENT, WEST RIGHT-OF-WAY LINE OF HIGHWAY 102, ALSO BEING THE POINT OF BEGINNING; THENCE S89°27'23'' W A DISTANCE OF 193.75 FEET; THENCE S00°27'56'' E A DISTANCE OF 1067.06 FEET TO A POINT ON THE SOUTH LINE OF SAID NE4 NE4; THENCE N89°30'21'' ALONG SAID SOUTH LINE A DISTANCE OF 208.70 FEET, TO A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF HIGHWAY 102; THENCE N00°36'17'' W ALONG SAID WEST

RIGHT-OF-WAY LINE A DISTANCE OF 225.78 FEET (RECORDED) – (MEASURED 225.80 FEET); THENCE N04°19'26'' W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 200.42 FEET; THENCE N00°36'17'' W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 625.00 FEET; THENCE N01°36'11'' E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 16.47 FEET TO THE POINT OF BEGINNING. CONTAINING 4.86 ACRES MORE OR LESS & SUBJECT TO ALL RECORDED EASEMENTS AND RIGHTS OF WAY THEREFORE. HAVING A BASIS OF BEARING OF S00°27'56'' E FROM LESS & EXCEPT DEED TO THE STATE, BASELINE BEING THE EAST LINE OF SAID NE/4 (AKA TRACT A), FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 16th day of December, 2019.

RICHARD FINLEY, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 16th day of December, 2019.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

6.

Meeting Date: 12/16/2019

P22-19 39182 Clearpond Road

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 39182 Clearpond Road, containing 6.4 acres, from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a Conditional Use Permit to allow a manufactured home. Case No. P22-19, Applicant: Karen Hinrichs.

Attachments

Staff Report

Ordinance

Additional Letter

RECOMMENDATION TO:

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

RECOMMENDATION FROM:

SUBJECT:

APPLICANT: Karen Hinrichs
FOR: Conditional Use Permit
LOCATION: 39182 Clear Pond Road, Shawnee, OK
PROJECT#: 190981 Case# P22-19

LEGAL DESCRIPTION:

The East 655.8 feet of Lot 4 Right Bank in the Southwest Quarter LESS beginning at the NE/C SW/4 being Lot 4 Right Bank; thence South 300 feet; thence North 23°2 to the Center Line of the Old Slough Northeasternly to the Point of Beginning.

CURRENT CLASSIFICATION: A-1 (Rural Agricultural)
REQUESTED CLASSIFICATION: A-1 (Rural Agricultural w/ CUP)
PROPOSED PROPERTY USE: Manufactured Home

PLANNING COMMISSION MEETING DATE: December 4th, 2019

PLANNING COMMISSION RECOMMENDATION: Motion to approve:

VOTE OF THE PLANNING COMMISSION: *MEMBERS PRESENT:* 5

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

RESPECTFULLY SUBMITTED,

Joseph Barker

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org			CASE # P22-19 PUBLIC HEARING DATE: December 4th, 2019 CITY COMMISSION DATE: December 16th, 2019	
APPLICANT: Karen Hinrichs				
14001 Debra Ann Drive Newalla, Oklahoma, 74857				
PROPERTY ADDRESS/LOCATION: 39182 Clearpond Road				
The applicant, Karen Hinrichs, is requesting a conditional use permit for a manufactured home at 39182 Clearpond Road. There are currently no structures on the property.				
EXISTING ZONING: A-1	EXISTING LAND USE: Vacant	SURROUNDING ZONING & LAND USE: A-1 (Rural Agricultural)	SUBDIVISION: N/A	PROPERTY SIZE: 6.4 acres

STAFF RECOMMENDATION

The applicant has stated they intend to place a manufactured home on the property. Manufactured homes are allowed only by conditional use permit in the Rural Agricultural District. The subject site is roughly 6.4 acres in size. Adjacent properties are zoned A-1 (Rural Agricultural). The 2019 Comprehensive Plan intends for this area to be agriculture/open space. A conditional use permit for a manufactured home does not violate the intent of the Comprehensive Plan.

The subject request is in conformance with City Zoning Code and the 2019 Comprehensive Plan. Therefore, Staff hereby recommends approval of the requested conditional use permit for a manufactured home.

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



PLANNING COMMISSION 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: P22-19

Project Number: 190981

Date Filed: 10/23/2019

Planning Commission Secretary

REQUEST:

____ Rezoning

☒ Conditional Use Permit

____ Rezoning w/Conditional Use Permit

____ Planned Unit Development

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

PROPERTY LOCATION (STREET ADDRESS): 39182 ClearPound Rd Shawnee Ok

LEGAL DESCRIPTION: _____

PROPERTY OWNER (S): Karen Hinrichs

PROPERTY AGENT (APPLICANT): Karen Hinrichs

APPLICANT'S ADDRESS: 14001 Debra Ann Dr

CITY: Newalla **STATE:** OK **ZIP:** 74857

EMAIL ADDRESS: _____

TELEPHONE NUMBER: (405) 426-9922 **CONTACT NUMBER:** (____)

DIMENSIONS OF PROPERTY: AREA: _____ WIDTH: _____

LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: _____ **CURRENT USE:** _____

PROPOSED ZONING: _____ **PROPOSED USE:** _____

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

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

SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

RECEIPT NO. _____

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

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

PLANNING COMMISSION ACTION: _____ **DATE:** _____

CITY COMMISSION ACTION: _____ **DATE:** _____

PLACE ON ZONING MAP: _____ **ORDINANCE NO.:** _____

City of Shawnee OK
405-878-1666

REC#: 02356210 11/08/2019 2:50 PM
OPER: SB TERM: 021
REF#: 1005
PAID BY:

TRAN: 401.0000 BUILDING PERMIT
190981 280.00CR
HINRICH, KAREN
39182 CLEARPOND RD
Z-CONDUSE 280.00CR

TENDERED: 280.00 CHECK
APPLIED: 280.00-

CHANGE: 0.00

Visit www.ShawneeOK.org
For More Information

QUIT CLAIM DEED

INDIVIDUAL FORM

201900008216
Filed for Record in
POTTAWATOMIE OKLAHOMA
RAESHEL FLEWALLEN, COUNTY CLERK
08-02-2019 At 03:45 PM.
QCD 13.00

THIS INDENTURE, Made this 8-2 day of 2019, A. D.

between JACK W. HART

RETA HART of the first part,

and Karen Hinrichs

Divorced of the second part,

Witnesseth, that said part of the first part, in consideration of the sum of

ONE DOLLAR & 00/100 DOLLARS

Instrument PG 1 OF 1
201900008216

to in hand paid, the receipt of which is hereby acknowledged, do hereby quitclaim, grant, bargain, sell and convey unto the said part of the second part all right, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described property situate in

County, State of, to-wit:

1-354 E 655.8' LOT 4 RB IN SW LESS BEGINNING NE/4 SW/4 BEING LOT 4 RBS 300' N/23*2 TO THE CENTER LINE OF THE OLD SLOUGH NORTHEASTERN TO POB

SEC 23 T 010R-003



together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said

heirs and assigns forever, so that neither, the said

nor any person in name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred.

In Witness Whereof, the said part of the first part ha hereunto set hand S the day and year first above written.

JACK W. HART
4102 N. AYDELLOTTE AVE.
SHAWNEE, OK. 74804

Jack W. Hart
Reta M. Hart

FORM 280-AF (Order by Number)
Manly Legal Forms, Inc.-Printers-Okla.City

STATE OF OKLAHOMA }
COUNTY OF Pottawatomie } SS:

INDIVIDUAL ACKNOWLEDGMENT
Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on this 2 day of

August 2019, personally appeared Jack W. Hart and Reta Hart

to me known to be the identical person^s who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires



Raeshel Flewallen Notary Public.

INDIVIDUAL ACKNOWLEDGMENT

(Oklahoma Form)

STATE OF _____ County of _____, ss:

Before me the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19_____, personally appeared _____ to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires _____ Notary Public

INDIVIDUAL ACKNOWLEDGMENT

(Oklahoma Form)

STATE OF _____ County of _____, ss:

Before me the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19_____, personally appeared _____ to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires _____ Notary Public

CORPORATION ACKNOWLEDGMENT

(Oklahoma Form)

STATE OF _____ County of _____, ss:

On this _____ day of _____, A. D., 19_____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____ to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

My commission expires: _____ Notary Public

When instrument is executed by a corporation, the corporate name must be shown and instrument signed by its President or Vice-President and attested by its Secretary or Assistant Secretary and the Corporate Seal affixed.

QUIT CLAIM DEED	FROM	TO	STATE OF _____ } ss. County	This instrument was filed for record on the _____ day of _____, 19_____, at _____ o'clock _____ M., and recorded in Book _____ of _____ at page _____ Fee \$ _____		County Clerk.	By _____ Deputy.	RETURN TO

RECORD CHECK

LEGAL DESCRIPTION: SURFACE ONLY:

The East 655.8 feet of Lot 4 Right Bank in the Southwest Quarter LESS beginning at the NE/C SW/4 being Lot 4 Right Bank; thence South 300 feet; thence North 23°2' to the Center Line of the Old Slough Northeasternly to the Point of Beginning.

NAMES:

Karen Hinrichs

Choice Title & Abstracting has reviewed the records of the Office of the County Clerk of Pottawatomie County, and discloses that the following land owners are within 300 feet of the above referenced tract of land.

1. Clifford A. and Joleen Leach
39300 Clearpond Rd.
Shawnee, OK 74801

Lots 5, 6, 7 Right Bank Less the 10 acres in Deed 201600007389 described as beginning at the SW/C of Lot 5 Right Bank; thence North 590.29 feet to the Point of Beginning; thence North 438.51 feet to the centerline of Old River Channel; thence North 31°02'53"E a distance of 208.45 feet; thence North 40°45'02"E a distance of 148.93 feet to a point where the South Line of Lot 7 Right Bank intersects said Centerline; thence N40°45'02"E along said Centerline 151.43 feet; thence N52°09'15"E a distance of 259.73 feet; thence N44°29'26"E a distance of 292.76 feet; thence N29°16'49"E a distance of 45.27 feet; thence N75°31'19"E a distance of 100.99 feet; thence N54°39'27"E a distance of 85.97 feet; thence N64°04'12"E a distance of 91.83 feet; thence S25°55'48"E a distance of 112.25 feet; thence S37°20'24"W a distance of 1367.08 feet; thence S179.58 feet; thence West 206.32 feet to the Point of Beginning all in Section 23, Township 10 North, Range 3 East, Pottawatomie County, Oklahoma.

2. Phillip J. and Catrina A. Phillips
39286 Clearpond Rd.
Shawnee, OK 74801

Lot 5 Right Bank and part of Lot 7 described as beginning at the SW/C of Lot 5 thence North 590.29 feet to the point of beginning; thence North 438.51 feet to the Centerline of the Oil River Channel; thence N31°02'53"E a distance of 208.45 feet; thence North 40°45'02"E a distance of 148.93 feet; thence N40°45'02"E a distance of 151.43 feet; thence N52°09'15"E a distance of 259.73 feet; thence N44°29'26"E a distance of 292.76 feet; thence N29°16'49"E a distance of 45.27 feet; thence N75°31'19"E a distance of 100.99 feet; thence N54°39'27"E a distance of 85.97 feet; thence N64°04'12"E a distance of 91.83 feet; thence S25°55'48"E a distance of 112.25 feet; thence S37°20'24"W a distance of 1367.08 feet thence South 179.58 feet; thence West 206.32 feet to the point of beginning, all being in Section 23, Township 10 North, Range 3 East, Pottawatomie County, Oklahoma.

3. William Wayne Madole
16805 Acme Rd.
Shawnee, OK 74801

A tract of land being a part of Lot 4 on the Left Bank described as beginning 267 feet South of the NW/C thence East 885.51 feet; thence South 245.96 feet; thence West 885.51 feet; thence North 245.96 feet to the Point of beginning, all being in Section @#, Township 10 North, Range 3 East, Pottawatomie County, Oklahoma.

4. William W. Madole
16805 Acme Rd.
Shawnee, OK 74801

All of Lot 3 Left Bank & Lot 4 Left Bank Less 5 acres described as Beginning 267 feet South of the NW/C

thence East 885.51 feet; thence South 245.96 feet; thence West 885.51 feet; thence North 245.96 feet to the Point of Beginning and All of Lot 5 Left Bank and a tract described as beginning at the NE/C SW/4 SW/4 being Lot 4 Right Bank thence South 300 feet thence N23°2 to the Center line of the Old Slough Northeasterly to the Point of Beginning, in Section 23, Township 10 North, Range 3 East, Pottawatomie County, Oklahoma.

5. Jack W. & Reta Hart
4102 N. Aydelotte Ave.
Shawnee, OK 74804

The West 664.2 feet of Lot 4 Right Bank in the Southwest Quarter of Section 23 Township 10 North, Range 3 East, Pottawatomie County, Oklahoma.

6. Luanne Reding
38502 Clearpond Rd.
Shawnee, OK 74801

Lots 4 and 5 of the Southeast Quarter of Section 22, Township 10 North, Range 3 East, Pottawatomie County, Oklahoma.

7. Corey and Vandy Stone
16604 Acme Rd.
Shawnee, OK 74801

A part of Lot 2 Left Bank beginning 1489.92 feet North of the SE/C; thence West 504.97 to the center of the Old River Channel; thence N8°E a distance of 205.75 feet; thence N11°W a distance of 202.85 feet; thence N32°E a distance of 46.44 feet; thence East 492.42 feet; thence South 440.93 feet to the Point of Beginning and a tract being a part of Lot 2 on the Left Bank being at a point 444 feet North of the SE/C SE/4; thence North 1045.92 feet; thence West 504.97 feet to the center of Old River Channel; thence S8°W a distance of 61.74 feet; thence S2°E a distance of 185.84 feet; thence S15°E a distance of 216.19 feet; thence S16°E a distance of 211.71 feet; thence S39°E a distance of 143.85 feet; thence S46°E a distance of 403.56 feet to the Point of Beginning.

8. Brian L. Hawk
PO Box 3452
Shawnee, OK 74801

W/2 of the NW/4 and Lot 2 in the NW/4 described as beginning at the NE/C of Lot 2; thence West 1320 feet; thence South 1317.94 feet; thence East 1036.07 feet; thence North 25°E a distance of 484.39 feet; thence North 61°E a distance of 890 feet; thence North 839.89 feet to the point of beginning and Lot 3 in the NW/4 described as beginning at the NW/C of Lot 3 thence South 1317.94 feet; thence East 950.79 feet; thence N10°W a distance of 514.13 feet; thence North 534.97 feet; thence N22°E a distance of 304.32 feet; thence West 1036.07 feet to the point of beginning.

This interim check covers the period from to at and is continuation of our original order/file number.

We have prepared the above summary of our records with the same measure of care used in the preparation of abstracts, however this is the only summary of the instruments on file and of record and is not intended to express or imply an opinion as to the legal effect of those instruments or status of title. We assume no liability in connection with this written interim record check beyond that of due care. Any party using this report as the basis of a real estate transaction does so at their own risk.

COUNTERSIGNED BY:

CHOICE TITLE & ABSTRACTING



Pamela L Atyia

By: Pamela L. Atyia
Order No.: 9877



ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: THE EAST 655.8 FEET OF LOT 4 RIGHT BANK IN THE SOUTHWEST QUARTER LESS BEGINNING AT THE NE/C SW/4 BEING LOT 4 RIGHT BANK; THENCE SOUTH 300 FEET; THENCE NORTH 23°2 TO THE CENTER LINE OF THE OLD SLOUGH NORTHEASTERLY TO THE POINT OF BEGINNING, FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO A-1 (RURAL AGRICULTURAL DISTRICT) WITH A CONDITIONAL USE PERMIT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 16th day of December, 2019, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a Conditional Use Permit.

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to A-1 (Rural Agricultural District) with a Conditional Use Permit.

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: THE EAST 655.8 FEET OF LOT 4 RIGHT BANK IN THE SOUTHWEST QUARTER LESS BEGINNING AT THE NE/C SW/4 BEING LOT 4 RIGHT BANK; THENCE SOUTH 300 FEET; THENCE NORTH 23°2 TO THE CENTER LINE OF THE OLD SLOUGH NORTHEASTERLY TO THE POINT OF BEGINNING, FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO A-1 (RURAL AGRICULTURAL DISTRICT) WITH A CONDITIONAL USE PERMIT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 16th day of December, 2019.

RICHARD FINLEY, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 16th day of December, 2019.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

RECEIVED CITY CLERK'S OFFICE

Date 12-3-2019 Time 11:47 a.m.
C. M. [Signature]

Dear Planning Commission Members,

Pursuant to Applicant: Karen Hinrichs 39182 Clear Pond Rd Shawnee Oklahoma-Conditional Use Permit Application:

At the time of filing we were the owners of the property at the below address located adjacent to proposed property and were not notified of the hearing scheduled for 12/4/19. Therefore we were not prepared to address possible issues concerning land and boundary.

Kevin and Lydia Mitchell
39100 Clear Pond Rd
Shawnee Oklahoma, 74801

The West 664.2 feet of Lot 4 Right Bank in the Southwest Quarter of Section 23 Township 10N, Range 3 East Pottawatomie County, Oklahoma.

Instead the former property owners were listed to be notified (see # 5. Jack and Reta Hart)

According to Sec. 22-573, notice shall be given by mailing written notice to all owners of property adjacent within 300 feet to the subject property, shall be mailed at least ten days prior to the hearing and shall contain the facts listed in subsection (b) of this section.

We respectfully ask for a continuation for a proper notification.

Sincerely,

Kevin Mitchell

Regular Board of Commissioners

7.

Meeting Date: 12/16/2019

P14-19 39405 W. MacArthur Street

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 39405 West MacArthur Street, containing 2.58 acres, from RE (Residential Estate District) to C-3 (Highway Commercial District). Case No. P14-19, Applicant: Gregory Peck. *(Deferred from the August 19, 2019 City Commission meeting.)*

Attachments

Staff Report

Ordinance

RECOMMENDATION TO:

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

RECOMMENDATION FROM:

SUBJECT:

APPLICANT: Gregory Peck

FOR: Rezone

LOCATION: 39405 West MacArthur Street, Shawnee, OK

PROJECT#: 190598 Case# P14-19

LEGAL DESCRIPTION:

Beginning 190 feet West of the Northeast Corner (NE/c) of the East Half (E/2) of the Northwest Quarter (NW/4), of Section Eleven (11), Township Ten (10) North, Range Three (3), East of the Indian Meridian, Pottawatomie County, Oklahoma; THENCE South 700 feet; THENCE West 160 feet; THENCE North 700 feet; THENCE East 160 feet to the POINT OF BEGINNING.

CURRENT CLASSIFICATION: RE (Residential Estate)

REQUESTED CLASSIFICATION: C-3 (Highway Commercial)

PROPOSED PROPERTY USE: Medical Marijuana Dispensary

PLANNING COMMISSION MEETING DATE: December 4th, 2019

PLANNING COMMISSION RECOMMENDATION: Motion to deny:

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

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

RESPECTFULLY SUBMITTED,

Joseph Barker

SECRETARY, PLANNING COMMISSION

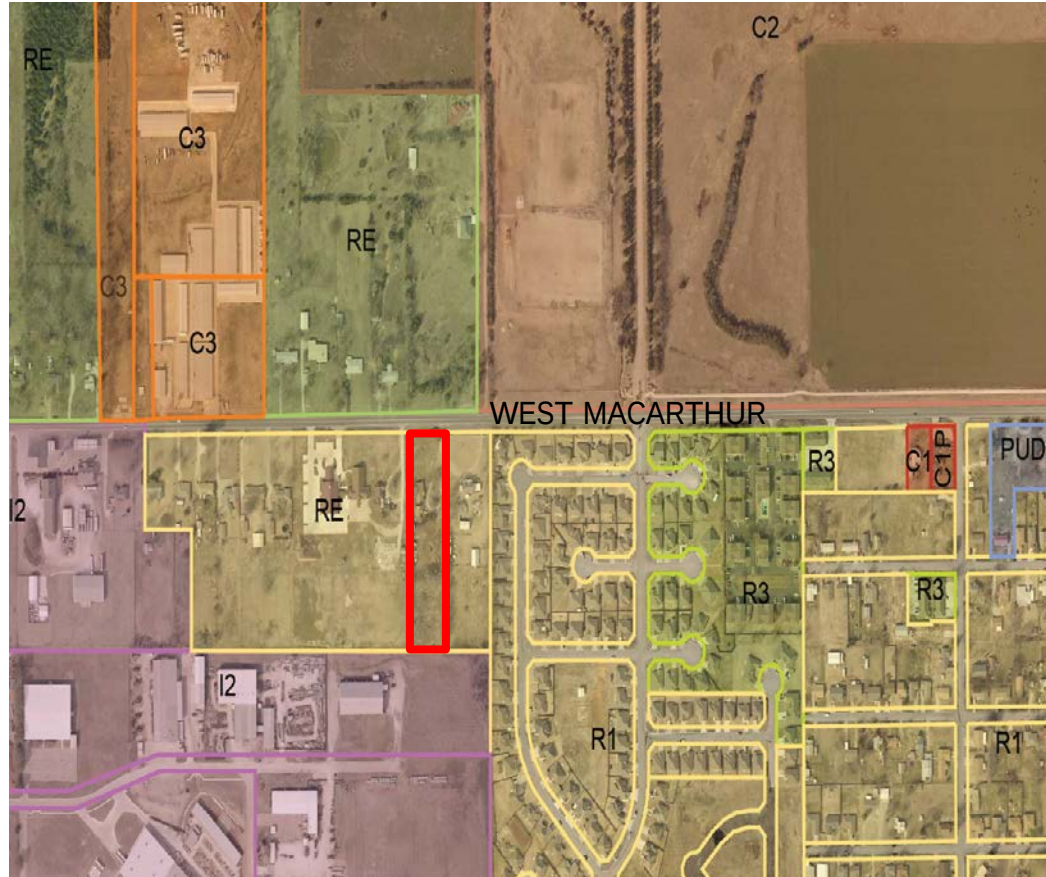
ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org			CASE # P14-19 PUBLIC HEARING DATE: December 4th, 2019 CITY COMMISSION DATE: December 16th, 2019	
APPLICANT: Gregory Peck	39405 West MacArthur Street Shawnee, Oklahoma, 74804		Mercurymedgrower@gmail.com	
PROPERTY ADDRESS/LOCATION: 39405 West MacArthur Street, Shawnee, Oklahoma, 74804				
The applicant, Gregory Peck, is requesting a rezone from RE to C-3 at 39405 West MacArthur Street. The stated proposed use is for a medical marijuana dispensary.				
EXISTING ZONING: RE	EXISTING LAND USE: Single-Family Residential	SURROUNDING ZONING & LAND USE: RE (Residential Estate) I-2 (Light Industrial)	SUBDIVISION: N/A	PROPERTY SIZE: 2.58 acres

STAFF RECOMMENDATION

The applicant has stated they intend to use the lot for a medical marijuana dispensary. The subject site is 2.58 acres in size. Adjacent properties are zoned RE (Residential Estate), and I-2 (Light Industrial). While there are no commercially zoned properties immediately abutting the property, roughly 570 feet away are three (3) properties zoned C-3, and there is one (1) on the northeast corner of West MacArthur Street and Acme Road. In addition, there is also a C-2 property roughly 270 feet away from the subject site. However, those properties were rezoned before the 2019 Comprehensive Plan was adopted. The 2019 Comprehensive Plan states this area's intended use should be low density residential.

The rezone is required to conform to Section 22-165.2 of the Zoning Code, "Uses [in commercial districts]," which assures that the C-3 zoning district is used to provide for establishments offering accommodations, supplies or services to motorists, and for certain specialized uses such as retail outlets, extensive commercial amusement and service establishments. The proposed use of a medical marijuana dispensary is permitted in this district. The rezone is also required to conform to Section 22-165.4 of the Zoning Code, "Dimensional Standards [in commercial districts]." If rezoned to C-3, it would conform to these standards.

The subject request is in conformance with City Zoning Code; however, the subject request does not meet the intentions of the 2019 Comprehensive Plan. Therefore, Staff hereby recommends denial of the requested rezone from RE (Residential Estate) to C-3 (Highway Commercial).

APPROVE

APPROVE WITH CONDITIONS

DENY

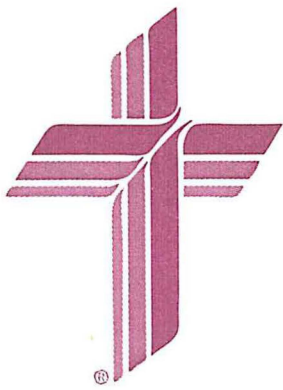
There have been five protest letters against the proposed rezone. They have been submitted by the following:

- Lesli Blazer;
- Charles Cox, Charla Ann Story, and Steve Story;
- Gary Dowdy;
- A second letter from Gary Dowdy; and
- Redeemer Lutheran Church (petition).

They oppose the rezone for the following reasons:

- They believe approving this request would set the precedent of rezoning the entire area to commercial;
- They believe it will decrease property values;
- They believe this area is meant to remain a residential area;
- They believe it will affect the peaceful setting of the former Bryant Milk Farm;
- They believe it is not within the best interest of their church or of the neighborhood located there;
- They are concerned about the safety and wellbeing of the children who are involved with the church;
- They believe it would not enhance the neighborhood;
- They believe it sends the wrong kind of message regarding the environment that parents who use the church's facilities want for their children, and that it would have a deleterious effect on the church's mission and ministries;
- They are concerned this proposal will lead to traffic issues, which they believe would therefore lead to an increase in the likelihood of accidents;
- They are concerned that the increase in the amount of traffic will also increase the likelihood of crime. In addition, they claim that medical marijuana dispensaries are prime targets for theft, citing local news reports; and
- They believe there is no need to rezone the property.

ATTACHMENTS: (CIRCLE)	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS	AGENCY COMMENTS	RESPONSE TO STANDARDS		



Redeemer Lutheran Church

Missouri Synod

39307 W. MacArthur St.

Shawnee, OK 74804

405-273-6286

July 31, 2019

City of Shawnee
222 N. Broadway
Shawnee, OK 74801

RE: Case #P14-19

Proposed rezone of 39405 W. MacArthur, Shawnee, from residential to commercial.

I am writing on behalf of Redeemer Lutheran Church, regarding the proposed zoning change to the property located at 39405 W. MacArthur. This property borders the east side of the church property. This letter is a formal appeal to the City Commission to deny the request for rezoning.

We have several reasons for this request. First of all, we would like to make it clear that we do not have anything against the people who are making this request, or those in need of their product. We just do not want the dispensary at this particular location. We understand that this is a legal business, but we do not feel that it is in the best interest of our church, or our neighborhood that it be located here.

One of our concerns is the safety and wellbeing of the children who not only attend church here on Sunday mornings, but are involved in activities throughout the week. Our grounds are open as a practice facility to local youth recreation teams such as flag football, soccer, and baseball. While we understand that medical marijuana is legal, we don't think the message it sends is the kind of message, or the kind of environment that parents using our facility want for their children. We believe this will have a deleterious effect on our mission and ministries.

We also believe that the approval of this proposal is going to lead to traffic issues, on an already busy street. With an increase in traffic, comes an increase in the likelihood of accidents. We have already had our mailbox wiped out, the house on the west side of the church has had their mailbox hit by a car, as well as their gas meter. The additional traffic will also pose a greater safety hazard for children in the area. The issue isn't simply that this is a Medical Marijuana Dispensary, we wouldn't want a CVS Pharmacy located here due to the increase in traffic.

RECEIVED CITY CLERK'S OFFICE
Date 8/1/19 Time 9:35 am

We also have security concerns. It isn't that we are questioning the integrity of the customers of the dispensary, but typically where there are more people, there is a greater likelihood for crime. We have already experienced some theft and feel that due to the increase in traffic, there will be more if this proposal is approved. Additionally, the local news has recently reported that medical marijuana dispensaries are prime targets for thieves. That too increases the potential for an increase in crime for our neighborhood, by attracting criminal activity, as well as the potential for a decline in property values.

Finally, we feel that there is no need to rezone this property. There are many Medical Marijuana Dispensaries all over town. It's not like there is a shortage of them. They are popping up everywhere. Why rezone a residential area when there is no real need? And why rezone for this business when in the recent past, a rezoning request was made for a Doggie Daycare in our neighborhood, and it was denied? There are plenty of commercial areas in Shawnee where this business could locate without rezoning a current residential area.

To each of you, thank you for your time and consideration.

Best regards,

Rev. Lewis Walters

Reverend Lewis Walters
Redeemer Lutheran Church
39307 W. MacArthur
Shawnee, OK 74804
405-273-6286

Cc: Joseph Barker, Assistant City Planner

From: Gary dowdy dpuzzler@yahoo.com
Subject: Redone
Date: Aug 2, 2019 at 9:51:00 PM
To: anndeee44 anndeee44@gmail.com

As a homeowner on MacArthur I adamantly oppose rezoning this residential property for commercial purposes.

This does not add any value to our property nor does it enhance the neighborhood. It is another back door method to begin rezoning this whole area. We have already seen an up tick in burglary and vandalism.

This business is a poster for recreational marijuana.
Please do not rezone this property.

Sent from my iPad

Gary & Ann Dowdy
39209 MacArthur
Shawnee, OK 74804
405-777-6344

RECEIVED
AUG 05 2019
CITY CLERK

Gary & Ann Dowdy

The signatures below are from the congregation of Redeemer Lutheran Church, 39307 W MacArthur opposing the rezoning of 39405 W MacArthur, Shawnee, OK 74804 from the current zoning classification of 'Residential Estate' to C-3 'Highway Commercial' for the proposed use of property as a 'Medical Marijuana Dispensary'

Name (Print)	Address	Phone #	Signature
Randy Schultz	45706 River Road	275-0241	Randy Schultz
Patrick Campbell	43504 Wolverine Rd.	785-817-3222	Patrick Campbell
Cheryl St	117 5th St. McCloud	405-923-9187	Cheryl St
Morgan Little	10400 S 3350 Rd, McCloud	405-714-2804	Morgan Little
Joe Harbeson	504 Pool Lane	405-496-8140	Joe Harbeson
Cheryl Little	104200 S 3350 Rd, McCloud		Cheryl Little
JoAnn Dull	121 Cuyler Dr Shawnee	702 408 4748	JoAnn Dull
Norman Dull	121 Cuyler Dr Shawnee	702 408 4748	Norman Dull
Don Riley	1213 Palmer Dr. Shawnee	520-249-5386	Don Riley
Mark Rhoads	4401 Cozelaun	405-380-7119	Mark Rhoads
Lesli Blazer	39301 MacArthur St	405-323-4486	Lesli Blazer
Melissa Saldana	31825 Redskin Rd.	405-481-1877	Melissa Saldana
Stephen Saldana	31825 Redskin Rd.	405 229-2313	Stephen Saldana
Fred H Treiber	1240 N-Broadway Ave	405-777-3331	Fred H Treiber
Robert Battigese	5 James Ray Dr Shawnee	405-214-2056	Robert Battigese
Sam Pratt	29310 Waco Rd. McCloud	(405) 585-3293	Sam Pratt
Doris Norton	4412 BRYANT VIA, SHAWNEE	(405) 275-2321	Doris Norton
Kyle Clement	5 James Ray Dr	(405) 432-7743	Kyle Clement
NEVA TREIBER	1240 N BROADWAY SHAWNEE	405-434-4045	Neva Treiber
Carthay Rosemund	610 Nichols Ave Tecumseh, OK 74873	405-695-8283	Carthay Rosemund
Melanie Martinez	17360 Michael A Chubb Rd	405 420-6638	Melanie Martinez
JASON MARTINEZ	17360 MICHAEL DR CHUBB	405-420-6637	JASON MARTINEZ

Petition Against Rezoning
Case #P14-19

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Name (Print)	Address	Phone #	Signature
Carol McGovern	824 N Union Shawnee	405-650-2347	Carol McGovern
Karen Shamrock	39018 Homer Ln. McCloud	386-6064	Karen Shamrock
Joy Harbeson	504 Pool Ln Shawnee	405-496-8141	Joy Harbeson
Sheila Hawkins	46907 Westech, Shawnee	405-596-9195	Sheila Hawkins
Rachel Lopez	4420 Sundance Ln. Newalla	432-599-9133	Rachel Lopez
Rebetah LaMonte	1810 W Franklin St ^{Shawnee} ^{OK}	405-481-5406	Rebetah LaMonte
James Yergan	413 N. LAYTON ^{EARLSBURG}	405-997-8137	JAMES YERGAN
Norinda Campbell	43504 Wolverine Rd, Shawnee OK	485-817-3223	Norinda Campbell
Arlene Yergan	413 N. Layton Ave ^{EARLSBURG} OK	405-997-8137	Arlene Yergan
Sally Stock	3903 N. LEO	405 2753020	Sally Stock
Susan McAllen	3901 N. LEO	405-326-9456	Susan McAllen
Mark Story	19703 Malone rd	623-694-3513	Mark Story
Jeanne Story	19703 Malone Rd.	602-318-4105	Jeanne C. Story
MARK GARCIA	16605 VALLEYVIEW RD	510-857-4424	Mark Garcia
Susan Garcia	16605 Valley View Rd	405 432-7066	Susan Garcia
Crystal Hamman	1207 E. Chandler	405 617-9112	Crystal Hamman
Merri Walter	10 Robinette Rd	405-878-0671	Merri Walter
LEWIS WALTERS	10 ROBINETTE RD	405-481-5730	Lewis Walter
Merilyn Khoads	4601 Grace Ln	405-323-4031	Merilyn Khoads
Kathleen Neiden	" "	" "	Kathleen Neiden
Donna L. Riley	1213 Palmer Dr, Shawnee	520-227-2215	Donna L. Riley
Don Douch	39309 MacArthur	405-777-6344	Don Douch

Petition Against Rezoning

Case #P14-19

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Name (Print)	Address	Phone #	Signature
ANN DOWDY	SHAWNEE, OK 74804 39209 W. MACARTHUR	405-613-1724	Ann Dowdy
Michael Sumata	374 Timber Ridge Road Harrah OK 73045	405-454-2192	Michael Sumata
Darlene Guinnett	117 Meadows Lane Shawnee OK 74804	405-275-1667	Darlene G. Guinnett
Rickey E. Henry	1130 E. Ind St Apt 116 Shawnee, OK 74804	405-881-2182	Ricky E. Henry
Lisa Schultz	45706 River Road Shawnee, OK 74801	405-275-0241	Lisa Schultz
JAMES HAROLD	47219 BRASSON PARK KANSAS CITY, MO 64114	405-265-6600	James Harold
Raynora Bohrer	Meeker OK 74855 45450 OCCASION TR R.	405-343-2219	Raynora Bohrer
Judy M. Henry	1130 E. Independence St. APT. 116 Shawnee, OK.	405-881-2182	Judy M. Henry
Kenneth Pfeil	1305 Troon North Shawnee, OK 74801	405-585-2300	Kenneth Pfeil
DONALD DREES	35724 Hwy 99A SEAROCK, OK	405-380-6627	Donald Drees
Betty Drees	35724 Hwy 99A Seminole, OK 74868	405-380-6627	Betty Drees
Gerry Pfeil	1305 Troon North Shawnee OK 74801	405-585-2300	Gerry Pfeil
Caryl Hennen	2102 N Minnesota Ave Shawnee, OK 74804	405-517-5864	Caryl Hennen
Jim Clure	12 Robinett St Shawnee OK 74801	405-273-6697	Jim Clure
BARBARA CLURE	12 ROBINETT ST SHAWNEE, OK 74801	405-273-6697	Barbara Clure
Barbara Battige	1958 Cedar St. Shawnee, OK 74804	405-275-8973	Barbara Battige
CINDY RUDICH	39301 MACARTHUR St Shawnee 74804	405-820-3738	Cindy Rudich
LaVerne Babichuk	336702 E 1000 RD Meeker OK 74855	405-	LaVerne Babichuk
Corey Kosmann	610 nicholas trinchok 74872	405-432-6282	Corey Kosmann
PLY 11:9 STRAK	41693 Hwy 59, Ashm 74872	405-333-2394	Ply 11:9 Strak
Lisa Battige	5 James Poy M. 74801	405-214-2056	Lisa Battige
Tamara Madden	29310 Waco Rd, McCloud 74851	405-618-0182	Tamara R Madden

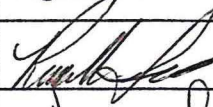
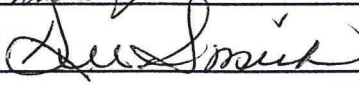
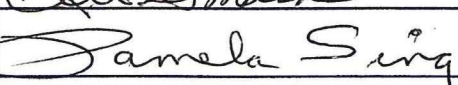
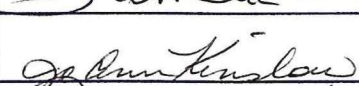
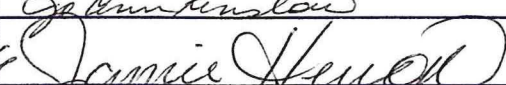
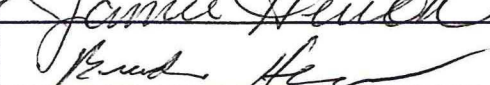
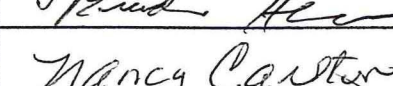
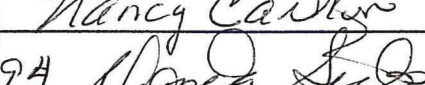
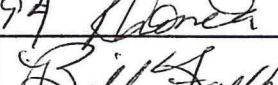
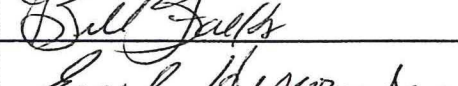
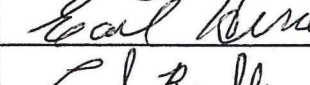
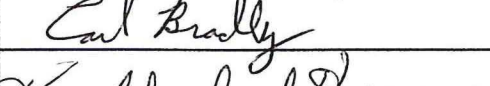
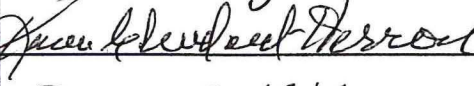
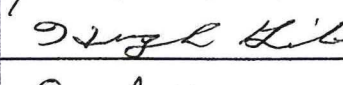
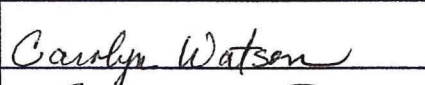
Petition Against Rezoning
Case #P14-19

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opposing the rezoning of 39405 W MacArthur, Shawnee, OK 74804 from
the current zoning classification of 'Residential Estate' to C-3 'Highway Commercial'
for the proposed use of property as a 'Medical Marijuana Dispensary'

Name (Print)	Address	Phone #	Signature
MARY Minion	27 Arapahoe Dr Shawnee, OK	405-213-5946	Mary Minion
Gwen Harlin	630 W Wallace Shawnee	405-273-4975	Gwen Harlin
Kim Faust	5 Donna Lane Shawnee	405 923-8022	Kim Faust
Terrie Cobb	32300 McKinzie Dr. Wanette, OK 74878	405-777-6865	Terrie Cobb
Harold Cobb	32300 McKinzie Dr. Wanette, OK 74878	405-777-6864	Harold D. Cobb
James McKinzie	32386 McKinzie Dr. Wanette, OK 74878	405-397-5664	James R. McKinzie
Glen BARNETT	2524 N. HARRISON ST SHAWNEE, OK 74804	405-788-6016	Glen A. Barnett
C. Charlotte Newell	5 Shawnee, OK 1 Emerald Ct 74804	405 214-9091	Charlotte Newell
DAVID J. LARSON	1925 N PHILADELPHIA 74804	405-308-7798	David J. Larson
James A. Larson	1925 N Philadelphia 74804	405 308 7795	James A. Larson
Shen Stafford	8 Oak Hill Shawnee	405 640 8794	Shen Stafford
Christina Garcia	2223 Whispering Pine Blvd Shawnee	405 274 5681	Christina Garcia
Courtney Elam	302 Walnut Garden OK	405 535 1761	Courtney Elam
ROBYN HEARN	28581 Red Handed MAW	405-220-2531	Robyn Hearn
Sylene Bickers	6010 Nichols Tecumseh	405 432 9143	Sylene Bickers
Wayne Copeland	2208 N Minnesota Shawnee	405-831-2261	Wayne Copeland
Wilma Hays	30 Limbuds	405-273-5365	Wilma J. Hays
CAROLYN HUGHES	825 E. 10TH ST.	405 375-5895	Carolyn Hughes
GEORGE FLEWELLEN	32707 45th	405 386 3453	George Flewellen
BILLIE SAWYER	1701 Airport Drive Shawnee	405-773-6331	Billie Sawyer
PHYLLIS CROSSWELL	1705 Valley View Rd	405-977-5626	Phyllis Crosswell
Joyce Geline	1323 E. Ada Shawnee	405-765-4091	Joyce Geline

Petition Against Rezoning
Case #P14-19

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Name (Print)	Address	Phone #	Signature
Russell Gelineo	1323 E. Adm Shawnee	405-915-2276	
LEE Smith	1520 N. Brady	623-8790	
Pamela Sing	940 N. Louisa Ave	273-6987	
JO ANN Kinslow	906 Overland Ct. St. Louis	918-284-5597	
Jamie Herron	P.O. Box 103	405-683-0976	
Brandon Herron	Box 103 Shawnee	405-683-1412	
NANCY CARTER	1923 River Birch	405-878-8081	
Rhonda Stiles	715 W Maple Trc	405-474-3294	
Bill Fulk	707 W Maple Trc	405-401-5763	
EARL HERRON, SR	38908 Waco Rd.	405-214-8051	
ICARL BRADLEY	38908 Waco Rd. Shawnee	405-395-7028	
Karen Cleveland Herron	38908 Waco Rd Shawnee	405-627-6420	
HUGH GIBSON	205 N. LEO AVE SHAWNEE	405-275-5084	
David Watson	2504 E. Highland Trc	405-488-8844	
Carolyn Watson	2504 E Highland Tecumseh	405-488-8844	
Sandra Reed	1901 W. MacArthur Shawnee, OK	405-273-5340	

Petition Against Rezoning

Case #P14-19

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for the proposed use of property as a 'Medical Marijuana Dispensary'

[illegible]

Petition Against Rezoning

Case #P14-19

The signatures below are from the congregation of Redeemer Lutheran Church, 39307 W MacArthur opposing the rezoning of 39405 W MacArthur, Shawnee, OK 74804 from the current zoning classification of 'Residential Estate' to C-3 'Highway Commercial' for the proposed use of property as a 'Medical Marijuana Dispensary'

[illegible]

Date 8-6-19 Time 1:58 p.m.

To: The City of Shawnee Planning Commission

From: Charles W. Cox, Charla Ann Story (Durable Power of Attorney and daughter of Charles W. Cox),
Steve L. Story (husband and resident).

Date: July 31, 2019

Re: Planning Commission Meeting – Proposed Rezoning and Medical Marijuana Dispensary within 300
feet of residence

Please accept this letter as communication that we are against the rezoning Case #P14-19. The
properties in this area are residential including a church on the other side of the property.

Reasons we are against the rezoning of the property for the purpose of the personal residence to be
used for a Medical Marijuana Dispensary:

- 1) This is a residential area with children and/or families on both sides of Mr. Gregory Peck's
residence.
- 2) The layout of the two residential properties (Mr. Cox and Mr. Peck's) are where Mr. Peck's
residence faces both the main white house and the cabin; therefore, effecting the peaceful
setting that has been there for years at the former Bryant Milk Farm. Though this home is not
on the historical registry, it is a residence and a well-known historic home in Shawnee built in
the 1920's and maintained as an asset to the community.
- 3) Adverse effect that this would have on the residential property values of the residents across
and around the proposed Medical Marijuana Dispensary.

Signed by Charla Ann Story, Co-Trustee and Durable Power of Attorney for Charles W. Cox (dob 11-13-
32).

Charla Ann Story + Steve Story

39409 W. MacArthur St. Apt A +

Shawnee, OK 74804

405.627.4919

817.944.1550

Charles W. Cox

39409 W. MacArthur St.

Shawnee, OK

405.831.4905

Charla Ann Story

Co-Trustee of the CWC + SAC Revocable Trust

Durable Power of Attorney for Charles W. Cox (11-13-32)

Sary Donly 405-772 6344

Our neighborhood is residential. From Leo to Southeast of Acme Rd, we are residential. We are single family and multiple family residents. A CBD Reader dispensary would not enhance our neighborhood. "We" listened to the lies about this business when it was presented as a bill but no more. CBD Reader is an attempt to soften the resistance to recreational marijuana. Every dispensary is an attempt to soften our resolve to not legalize recreational marijuana. Each one wants to be in place when it becomes acceptable. We do not want or need it in our residential neighborhood. You have the responsibility of looking at all sides but the residents are our priority.

Currently we are seeing an up tick in residential burglary and vandalism. For traffic is increasing because of the apartments and casino on MacArthur. This new business would not help that at all please do not rezone this area.

State laws have not caught up with this industry

Step one CBD oil

Step Two medical marijuana

Step Three Recreational marijuana

Step 4 marijuana - liquor laws combine

Step 5 no Dispensary next to a church or school

Rezoning is occurring nation wide as neighborhoods try to protect what we have.

Please do not make us less safe.

What are the risks and benefits of cannabis use? New report sheds light

With cannabis legalization on the rise across the United States, it is more important than ever to get a clear understanding of the drug's health benefits and risks. In a new report from the National Academies of Sciences, Engineering, and Medicine, researchers analyzed more than 10,000 scientific studies on cannabis and cannabis-derived products in order to help meet this need, and they came to some interesting conclusions.

The researchers conclude that cannabis could be beneficial for [chronic pain](#), but it may increase the risk of [mental health](#) problems.

[Cannabis](#) is a drug derived from the plant *Cannabis sativa*. It is most commonly used in the form of marijuana, which is produced from the dried leaves of the cannabis plant.

According to the National Institute on Drug Abuse, marijuana is the most commonly used illicit drug in the U.S. In 2014, approximately [22.2 million](#) people in the country reported using marijuana over the course of a month.

However, to date, 28 states and the District of Columbia have [legalized marijuana for medicinal purposes](#), with recreational use permitted in some of these states.

Marie McCormick, chair of the National Academies of Sciences, Engineering, and Medicine committee, says that the increased legalization of cannabis and its derivatives is making the drug more accepted and accessible. This has led to increased use, which has "raised important public health concerns."

"Moreover, the lack of any aggregated knowledge of cannabis-related health effects has led to uncertainty about what, if any, are the harms or benefits from its use," adds McCormick, who is also the Sumner and Esther Feldberg Professor of Maternal and Child Health at the [Department](#) of Social and Behavioral Sciences at Harvard T.H. Chan School of Public Health in Boston, MA, and a professor of pediatrics at Harvard Medical School in Cambridge, MA.

Cannabis use may harm mental health

A number of studies have suggested that cannabis use can have negative implications for [mental health](#), and from their scientific review, the National Academies of Sciences, Engineering, and Medicine conclude that this is the case.

The researchers uncovered "substantial evidence" that cannabis use is "likely to increase the risk of schizophrenia and other psychoses," and the more the drug is used, the higher the risk.

The team also found evidence that daily cannabis use may exacerbate symptoms of [bipolar disorder](#) for patients with the condition.

Additionally, "moderate evidence" suggests that frequent users of cannabis may be more likely to report [suicidal thoughts](#) and that regular use of the drug could increase the risk of [social anxiety disorder](#). Cannabis use may also pose a "small increased risk" for the development of depressive disorders.

However, the researchers conclude that there is "limited evidence" of a statistical link between cannabis use and the development of bipolar disorder, and there is "no evidence" to either support or refute a statistical link between cannabis use and the development of [post-traumatic stress disorder](#).

Cannabis and cancer risk

It is well established that smoking tobacco can increase the risk of lung, head, and neck [cancers](#), and some studies have suggested that smoking cannabis can do the same.

The new report, however, concludes that there is no evidence of a statistical link between cannabis use and the risk of [lung cancer](#) and head and neck cancers.

The researchers uncovered "moderate evidence" of a link between cannabis use and one subtype of [testicular cancer](#) - seminoma testicular cancer, a slow-growing form of the disease.

Furthermore, the team found no evidence of a link between marijuana use in pregnancy and cancer risk in offspring.

In relation to nausea and vomiting caused by [chemotherapy](#), the researchers found that the use of cannabinoids may help to treat or prevent these symptoms.

November 6, 2019

Rebecca Blaine
Planning Director, City of Shawnee
PO Box 1448
Shawnee, OK 74802

Dear Director Blaine, City Planning Chairman, and Commissioners,

I'm Lesli Blazer and I live at 39301 Macarthur St. which is the first house just west of the church next door to the property under consideration today. I am against rezoning the property from residential to commercial.

I want to make it clear that I am not against the type of business being proposed – only about the location. My concern is about rezoning the residential property for commercial use. Approving this request would set a precedent and open the door to this entire area becoming zoned commercial property.

I moved to Shawnee 10 years ago and chose this location specifically because it was a residential/non-commercial area. I lost my house last December to a fire and chose to build back in the same residential location and I'm concerned about the value of my home if it becomes surrounded by commercial property.

Over the last 10 years there has been a remarkable increase in traffic on Macarthur Street and a new commercial business would cause further increase.

I'm also concerned about increased crime if the property is rezoned. The church has had equipment stolen and my detached garage/shop was broken into a few months ago and all my hand tools were stolen. My son is a police officer here and I know that thieves in Shawnee have been targeting businesses. One dispensary in Shawnee has been broken into that made the State news.

Because the request for rezoning this property is specifically for a dispensary, I'll say it's my opinion there is no need for another dispensary in Shawnee. As of October 30th, there are 26 dispensaries in town - many within a few miles of this location. One is only a ½ mile away on Highway 177.

I recall from the first Commission meeting when this issue was deferred, you indicated that part of the (old) Comprehensive Plan for Shawnee in effect was to preserve the current residential areas in Shawnee. I hope this is still the case in the updated Plan. I urge you to deny this request for rezoning.

Respectfully,

Lesli Blazer
(405)323-4486

License ID #: DAAA-E14M-ZJJP SHAWNEE NATION USA LLC	SHAWNEE	74801	POTTAWATOMIE
License ID #: DAAA-E11D-XZVX THE GREEN DOOR DISPENSARY, LLC	SHAWNEE	74801	POTTAWATOMIE
License ID #: DAAA-EKZL-E1NN THE GREEN GRIS GRIS LLC	SHAWNEE	74801	POTTAWATOMIE
License ID #: DAAA-V1CS-LXVN THE LEAFY SOL DISPENSARY LLC	SHAWNEE	74801	POTTAWATOMIE
License ID #: DAAA-EKOD-GZUY THE WEED FACTORY, LLC	SHAWNEE	74801	POTTAWATOMIE
License ID #: DAAA-VKXK-DBMO WILLIAM LINKER	SHAWNEE	74801	POTTAWATOMIE
License ID #: DAAA-V1EN-8EBS WOLFE DISPENSARY LLC	SHAWNEE	74801	POTTAWATOMIE
License ID #: DAAA-E1AZ-ALMX CRIDER'S HEAT AND AIR LLC	SHAWNEE	74804	POTTAWATOMIE
License ID #: DAAA-E1QF-QXUX DELTA 9 DISPENSARY LLC	SHAWNEE	74804	POTTAWATOMIE
License ID #: DAAA-NJ3G-QDZR FS1113, LLC	SHAWNEE	74804	POTTAWATOMIE
License ID #: DAAA-4YOJ-DNBF HAPPY LIFE DISPENSARIES LLC	SHAWNEE	74804	POTTAWATOMIE
License ID #: DAAA-N1JH-K1KQ MEDICINE WHEEL DISPENSARY LLC	SHAWNEE	74804	POTTAWATOMIE
License ID #: DAAA-4KZB-OTAM MERCURY MEDICAL MARIJUANA LLC	SHAWNEE	74804	POTTAWATOMIE
License ID #: DAAA-NJGP-K4QV MJ INNOVATIONS MEDICAL LLC	SHAWNEE	74804	POTTAWATOMIE
License ID #: DAAA-EYIC-HKXU OKLAHOMA ROOTS, LLC	SHAWNEE	74804	POTTAWATOMIE
License ID #: DAAA-NY89-AQMI PHARM+HOUSE, INC.	SHAWNEE	74804	POTTAWATOMIE
License ID #: DAAA-41AS-5MEB RONNIE BURKETT	SHAWNEE	74804	OKLAHOMA

License ID #: DAAA-N1FE-IAUS ELEVATED SPIRITS DISPENSARY LLC	SHAWNEE	74801	POTTAWATOMIE
License ID #: DAAA-4JNA-SVGU FORWARD SOLUTIONS 420 DISPENSARY LLC	SHAWNEE	74801	POTTAWATOMIE
License ID #: DAAA-NJDN-J1JH GREENTECH DISPENSARY, LLC	SHAWNEE	74801	POTTAWATOMIE
License ID #: DAAA-VJEN-JSVC GROW PHARMACEUTICAL LLC	SHAWNEE	74801	POTTAWATOMIE
License ID #: DAAA-VYRJ-GCOI HAYNES CANNABIS BROKER LLC	SHAWNEE	74801	POTTAWATOMIE
License ID #: DAAA-E1RL-BB6D J&K DISPENSARY LLC	SHAWNEE	74801	POTTAWATOMIE
License ID #: DAAA-E1FO-YG0P M'S DISPENSARY	SHAWNEE	74801	POTTAWATOMIE
License ID #: DAAA-4YKI-BMBP OK ROOTS DISPENSARY LLC	SHAWNEE	74801	POTTAWATOMIE
License ID #: DAAA-4YND-KGEQ ORGANIC ROOTZ DISPENSARY	SHAWNEE	74801	POTTAWATOMIE



PLANNING COMMISSION 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:

Project Number:

Date Filed:

Planning Commission Secretary

REQUEST:

☒ Rezoning
☐ Conditional Use Permit

☐ Rezoning w/Conditional Use Permit
☐ Planned Unit Development

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

PROPERTY LOCATION (STREET ADDRESS): 39405 W. MacArthur

LEGAL DESCRIPTION: See Attached

PROPERTY OWNER (S): Gregory Beck

PROPERTY AGENT (APPLICANT): Gregory Beck

APPLICANT'S ADDRESS: 39405 W. MacArthur

CITY: Shawnee STATE: OK ZIP: 74804

EMAIL ADDRESS: Mervyn McGrower @ gmail.com

TELEPHONE NUMBER: (405) 777 8710 CONTACT NUMBER: (none)

DIMENSIONS OF PROPERTY: AREA: _____ WIDTH: _____
LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: RE CURRENT USE: Residential

PROPOSED ZONING: C-3 PROPOSED USE: Medium density

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

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

Gregory Beck
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

RECEIPT NO. 02312525

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

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

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

City of Shawnee OK

405-878-1616

***** R E P R I N T R E C E I P T *****

REC#: 02312525 7/08/2019 2:46 PM

OPER: KG TERM: 020

REF#:

PAID BY:

TRAN: 401.0000 BUILDING PERMIT

190598 280.00CR

PECK, GREGORY

39405 W MACARTHUR ST

Z-REZONING 280.00CR

TENDERED: 280.00 CASH

APPLIED: 280.00-

CHANGE: 0.00

Visit www.ShawneeOK.org

For More Information



FIRST UNITED BANK AND TRUST COMPANY
1400 West Main Street
Durant, OK 74702
580-924-2211

Money Order

Date: 7/08/19

3793468

Branch: 0015

PAY EXACTLY **50 AND 00/100 DOLLARS

**TO THE
ORDER OF**

City of Shawnee

\$50.00

NOT VALID OVER \$1,000.00

Gregory F. A.

SIGNATURE OF REMITTER

ADDRESS

39405 W. MacArthur

⑈0003793468⑈ ⑆103100881⑆ 2222223⑈

Security features included. Details on back.

201500009939
Filed for Record in
POTTAWATOMIE OKLAHOMA
RAESHEL FLEWALLEN, COUNTY CLERK
08-10-2015 At 12:37 PM.
JTQCD 15.00

**JOINT TENANCY
QUIT CLAIM DEED**

Instrument PG 1 OF 2
201500009939

KNOW ALL MEN BY THESE PRESENTS:

That Gregory Louis Peck and Karen Kay Peck a/k/a Karen Kay Giddens a/k/a Karen Kay Blackmon, husband and wife, parties of the first part in consideration of the sum of TEN DOLLARS and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, do hereby quit-claim, grant, bargain, sell and convey to **Gregory Louis Peck and Karen Kay Peck, of 39405 W. MacArthur, Shawnee, OK 74804**, as joint tenants and not as tenants in common with full rights of survivorship, the whole estate to vest in the survivor in the event of the death of either, parties of the second part, the following described real property and premises situated in Pottawatomie County, Oklahoma:

Beginning 190 feet West of the Northeast Corner of the East Half of the Northwest Quarter of Section Eleven (11), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, thence South 700 feet; thence West 160 feet; thence North 700 feet; thence East 160 feet to the Point of Beginning.



together with all the improvements thereon and the appurtenances thereunto belonging.

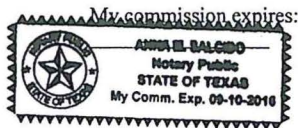
TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as joint tenants, and to the heirs and assigns of the survivor, their heirs and assigns, forever.

Signed and delivered this 6th day of August, 2015.

Karen Kay Peck
Karen Kay Peck a/k/a Karen Kay Giddens
a/k/a Karen Kay Blackmon

STATE OF TEXAS
COUNTY OF THURGOOD

This instrument was acknowledged before me on the 6th day of August, 2015, by
Karen Kay Peck a/k/a Karen Kay Giddens a/k/a Karen Kay Blackmon.

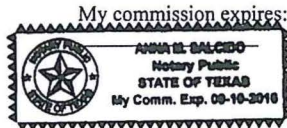


Anna M. Salcido
Notary Public

Gregory Louis Peck
Gregory Louis Peck

TEXAS
STATE OF ~~OKLAHOMA~~
COUNTY OF ~~POTTAWATOMIE~~ THURGOOD

This instrument was acknowledged before me on the 6th day of August, 2015, by
Gregory Louis Peck.



Anna M. Salcido
Notary Public

CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

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

Beginning 190 feet West of the Northeast Corner (NE/c) of the East Half (E/2) of the Northwest Quarter (NW/4), of Section Eleven (11), Township Ten (10) North, Range Three (3), East of the Indian Meridian, Pottawatomie County, Oklahoma; THENCE South 700 feet; THENCE West 160 feet; THENCE North 700 feet ; THENCE East 160 feet to the POINT OF BEGINNING

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

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

Dated: June 25, 2019 at 7:30 AM

First American Title Insurance Company

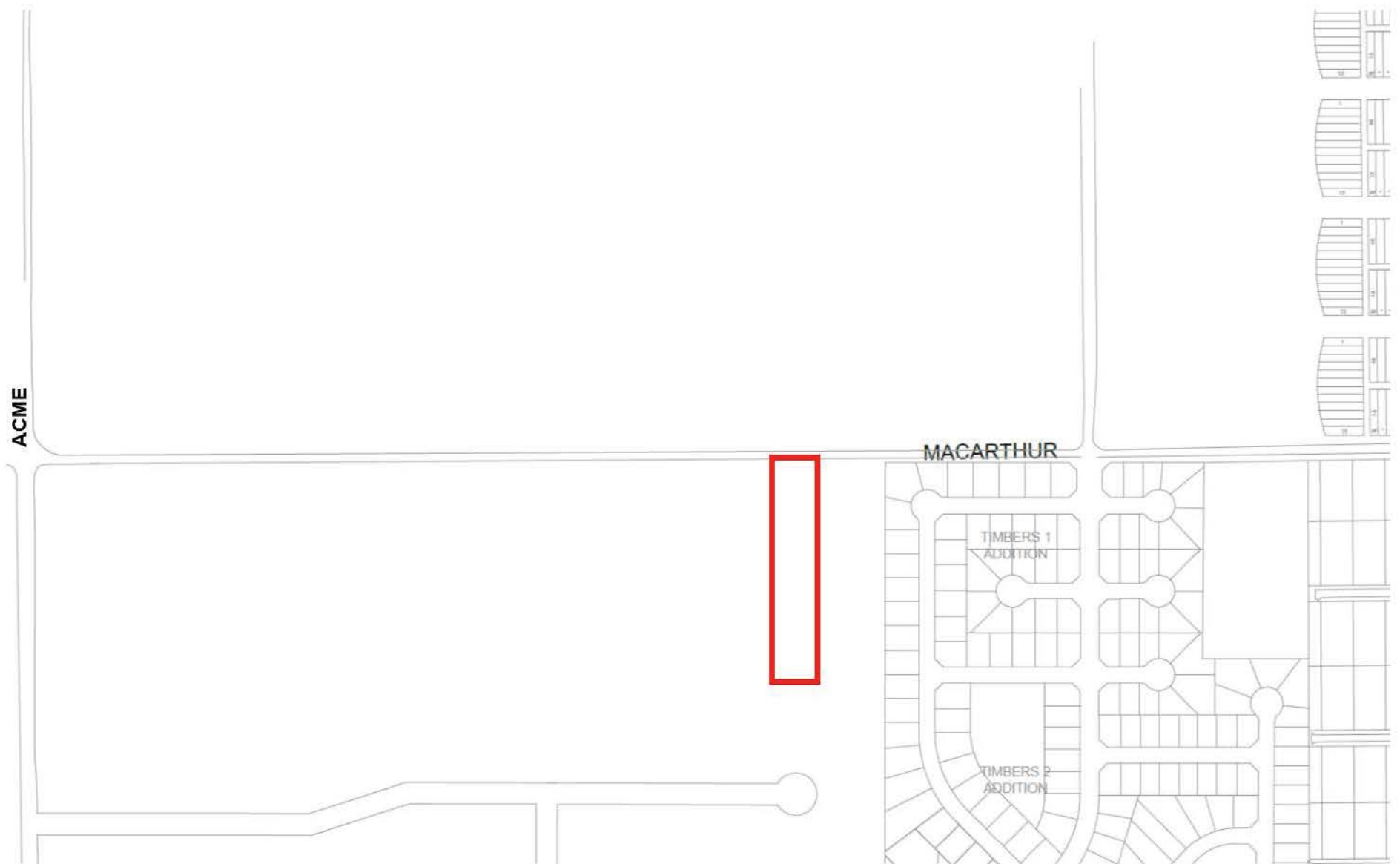
By: 
Michelle Cook
Abstractor License No. 3286
OAB Certificate of Authority # 017
File No. 2419238-SH99

OWNERSHIP LIST**ORDER NO. 2419238**

DATE PREPARED: July 3, 2019

EFFECTIVE DATE: June 25, 2019 at 7:30 am

OWNER	LOT	BLK	ADDITION
PECK GREGORY LOUIS & KAREN KAY 39405 W MACARTHUR SHAWNEE, OK 74804			BEG 190'W NE/C E/2 NW S700' W160' N700' E160' TO POB (11-10N-3E)
REDEEMER LUTHERAN CHURCH 39307 MACARTHUR ST SHAWNEE, OK 74804			BEG 350'W NE/C E/2 NW S680' W320' N680' E320' TO POB (11-10N-3E)
HILL KIMBERLY SHAWN P O BOX 557 MCLOUD, OK 74851			BEG SE/C OF SW/4 N321.5' W342' S321.5' E342' POB (2-10N-3E)
CWC AND JAC REVOC TRUST PO BOX 1975 SHAWNEE, OK 74802			BEG NE/C NE NW W190' S700' E190' N700' TO POB (11-10N-3E)
BURROUGH LISA G 2504 WHISPERING PINE SHAWNEE, OK 74804	8	1	THE TIMBERS
CLEMMONS DAVID M JR 2502 WHISPERING PINE BLVD SHAWNEE, OK 74804	9	1	THE TIMBERS
CAMPBELL ANTHONY & MISTI 2500 WHISPERING PINES SHAWNEE, OK 74804	10	1	THE TIMBERS



ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: BEGINNING 190 FEET WEST OF THE NORTHEAST CORNER (NE/C) OF THE EAST HALF (E/2) OF THE NORTHWEST QUARTER (NW/4), OF SECTION ELEVEN (11), TOWNSHIP TEN (10) NORTH, RANGE THREE (3), EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE SOUTH 700 FEET; THENCE WEST 160 FEET; THENCE NORTH 700 FEET; THENCE EAST 160 FEET TO THE POINT OF BEGINNING, FROM ZONING CLASSIFICATION RE (RESIDENTIAL ESTATE DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 16th day of December, 2019, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification RE (Residential Estate District) to C-3 (Highway Commercial District).

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

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

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: BEGINNING 190 FEET WEST OF THE NORTHEAST CORNER (NE/C) OF THE EAST HALF (E/2) OF THE NORTHWEST QUARTER (NW/4), OF SECTION ELEVEN (11), TOWNSHIP TEN (10) NORTH, RANGE THREE (3), EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE SOUTH 700 FEET; THENCE WEST 160 FEET; THENCE NORTH 700 FEET; THENCE EAST 160 FEET TO THE POINT OF BEGINNING, FROM ZONING CLASSIFICATION RE (RESIDENTIAL ESTATE DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 16th day of December, 2019.

RICHARD FINLEY, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 16th day of December, 2019.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

8.

Meeting Date: 12/16/2019

Health Zone

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of an ordinance establishing a designated Health Zone encompassing certain areas within the Municipal Limits of the City of Shawnee, Oklahoma as Chapter 15 [Health and Sanitation], Article V [Designated Health Zone]; and providing for codification, repealer, and severability.

Attachments

Memo

Ordinance

Boundaries

CDC Control E-Cigarette Report

Flavor & E-Cigarette Research

Tobacco Retail Licensing & Youth Product Use



Community Development

MEMORANDUM

DATE: Monday, December 16th, 2019

TO: City of Shawnee City Commission

FROM: Rebecca Blaine, City Planning Director

RE: Health Zone

In August of 2018, a resolution of support was passed, supporting the development of well-being districts in our city. Leaders from the following organizations came together: Shawnee Public Schools, SSM Healthcare, YMCA, Gordon Cooper Technology Center, Oklahoma Baptist University, Community Renewal, Gateway to Prevention, Shawnee Housing Authority and the City of Shawnee.

In June 2019, concerns were expressed as the health risks and effects of teenage vaping/e-cigarettes were highlighted in the news across our nation. Using the St. Anthony Shawnee Hospital's strategic implementation plan from 2018, and the work of local citizens we can overhaul the health of our community, one health district at a time. With a shared vision for Pottawatomie County, a coalition of leaders have been working to implement best practices designed to enhance health in a defined geographical area surrounding our schools, city properties and health care facilities. Together they are making healthy changes to the environment to see improvement in the following metrics:

- **Improved well-being**
- **Significant medical-cost savings and productivity improvement for businesses**
- **Lower obesity rates**
- **Lower smoking and tobacco use rates**
- **Increased vegetable consumption**
- **Increased daily physical activity levels**
- **Better economic vitality from businesses moving to or expanding in the community due to a healthier, more productive workforce**

This health district overlaps much of the original boundaries of focus for the coalition presented to commission in August of 2018. The leadership from the following organizations helped establish this focused effort: Shawnee Public Schools, Shawnee Housing Authority, City of Shawnee, Gateway to Prevention, Oklahoma Baptist University, Gordon Cooper Technology Center, Community Renewal, and the Shawnee Family YMCA.

The next big challenge to our young people's health is the dangers of vaping. This coalition is in opposition of the ease of use and distribution of vaping near or around our young and our ill. As several aspects of well-being in Shawnee continues to decline and as disease burdens and obesity rates increase and exceed the national average, this coalition believes this health zone can support and ensure our city promotes the health, safety and wellness of our citizens, especially our youth.

The coalition of leaders recognize poor physical well-being is a result of unhealthy lifestyle choice and increase our risks for high blood pressure, type 2 diabetes, coronary heart disease, stroke, some cancers, mental illness such as clinical depression and body pain, to name a few. By eliminating one of the unhealthy options in our community, vaping, we can lower our risks.

Attachments

- **Health Zone Ordinance**
- **Health Zone District Boundaries**
- **Center for Disease Control E-Cigarette Report**
- **Flavor and E-Cigarette research and statistics**
- **Tobacco Retail Licensing and Youth Product Use**

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A DESIGNATED HEALTH ZONE ENCOMPASSING CERTAIN AREAS WITHIN THE MUNICIPAL LIMITS OF THE CITY OF SHAWNEE AS CHAPTER 15 [HEALTH & SANITATION], ARTICLE V [DESIGNATED HEALTH ZONE]; AND PROVIDING FOR CODIFICATION, REPEALER, AND SEVERABILITY.

WHEREAS, the Mayor and City Commission determines that the adoption of an ordinance for the Code of Ordinances of the City of Shawnee that complies with the laws of the State of Oklahoma and the Charter of the City of Shawnee is proper;

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

WHEREAS, it is the intent of the Mayor and City Commissioners in enacting this ordinance to establish a designated health zone encompassing certain areas within the municipal limits of the City of Shawnee, Oklahoma.

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

SECTION 1:

Chapter 15 [Health & Sanitation], Article V [Designated Health Zone] shall be established as follows:

15-153. Purpose. The purpose of the establishment of a designated Health Zone is to provide a designated area within the municipal limits of the City of Shawnee that promotes the health, safety, and wellness of the City's constituents and prevents certain activities that are deemed to be contrary to the health, safety, and welfare of the public.

15-154. Definitions.

"Health Zone" shall refer to the designated areas within the municipal limits of the City of Shawnee that are subject to the regulations adopted and contained in Chapter 15, Article V that pertain to the health, safety, and welfare of the public.

"Public place" shall refer to any enclosed indoor area where individuals other than employees are invited or permitted; the term is synonymous with the phrase any indoor place used by or open to the public.

"Vapor Product" shall mean noncombustible products, that may or may not contain nicotine, that employ a mechanical heating element, battery, electronic circuit, or other mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form. "Vapor Products" shall include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and any vapor cartridge or other container of a solution, that may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo or electronic device. "Vapor Products" do not include any products regulated by the United States Food and Drug Administration under Chapter V of the Food, Drug, and Cosmetic Act.

15-155. Designated Area. The following entities shall constitute the designated Health Zone, which shall include the real property upon which each entity sits:

- a. SSM Health Hospital;
- b. Oklahoma Baptist University;
- c. Oklahoma Baptist University Green Campus;
- d. Shawnee Early Childhood Center;
- e. Shawnee Regional Airport;

- f. Shawnee High School;
- g. Pottawatomie County Department of Human Services;
- h. Oklahoma Gas & Electric.

The boundary of the designated Health Zone shall be marked on a map that is contained in Appendix A to Chapter 15, Article V and is labeled “Designated Health Zone Boundary Map”. Said map shall be updated if additional entities or properties are added to the designated Health Zone by amendment.

15-156. Prohibited Activities. The following activities shall be prohibited within the designated Health Zone to protect the health, safety, and welfare of the public:

- i. The possession of Vapor Products;
- ii. The sale of Vapor Products;
- iii. The utilization or consumption of Vapor Products.

15-157. Posting.

- (a) The person or entity that has legal or de facto control of an area in which the use of Vapor Products is prohibited by this article shall post a clear, conspicuous, and unambiguous sign at each point of entry to the area, and in at least one other conspicuous point within the area.
- (b) For restrictions on the use of Vapor Products in indoor areas, the sign or decal shall be at least four inches by two inches in size and shall clearly state that the area is a part of the designated Health Zone and that the possession, use, or sale of Vapor Products is prohibited. For restrictions on the use of Vapor Products in outdoor areas, the sign shall be weather-resistant, at least 15 inches by 15 inches in size, with lettering of at least one inch, and shall clearly state that the possession, use, or sale of Vapor Products is prohibited.
- (c) Responsibility for posting signs or decals will be as follows:
 - (1) In privately owned facilities, the owner or lessee, if a lessee is in possession of the facilities, will be responsible;
 - (2) In corporately owned facilities, the manager and/or supervisor of the facility involved will be responsible; and
 - (3) In publicly owned facilities, the manager and/or supervisor of the facility will be responsible.

15-158. Violation and penalty.

- (a) Any person who knowingly violates this article is guilty of a misdemeanor, and upon conviction thereof, will be punished by a fine of not less than \$10.00 nor more than \$100.00.
- (b) Enforcement of this chapter shall be the responsibility of the city. In addition, any peace officer or code enforcement official may enforce this chapter.

15-159. Enforcement. The state or local governmental agency of the person who owns or operates a public place will at minimum, do the following in order to prevent the sale, possession, or use of Vapor Products in public places:

- (a) Post signs at entrances to places where the sale, possession, or use of Vapor Products is prohibited which state that the sale, possession, or use of Vapor Products is prohibited; and

- (b) Ask Vapor Products users to refrain from using any form of Vapor Products upon observation of anyone violating the provisions of this act.

Section 2: 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 3: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 4: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

PASSED AND APPROVED this 16th day of December, 2019.

RICHARD FINLEY, MAYOR

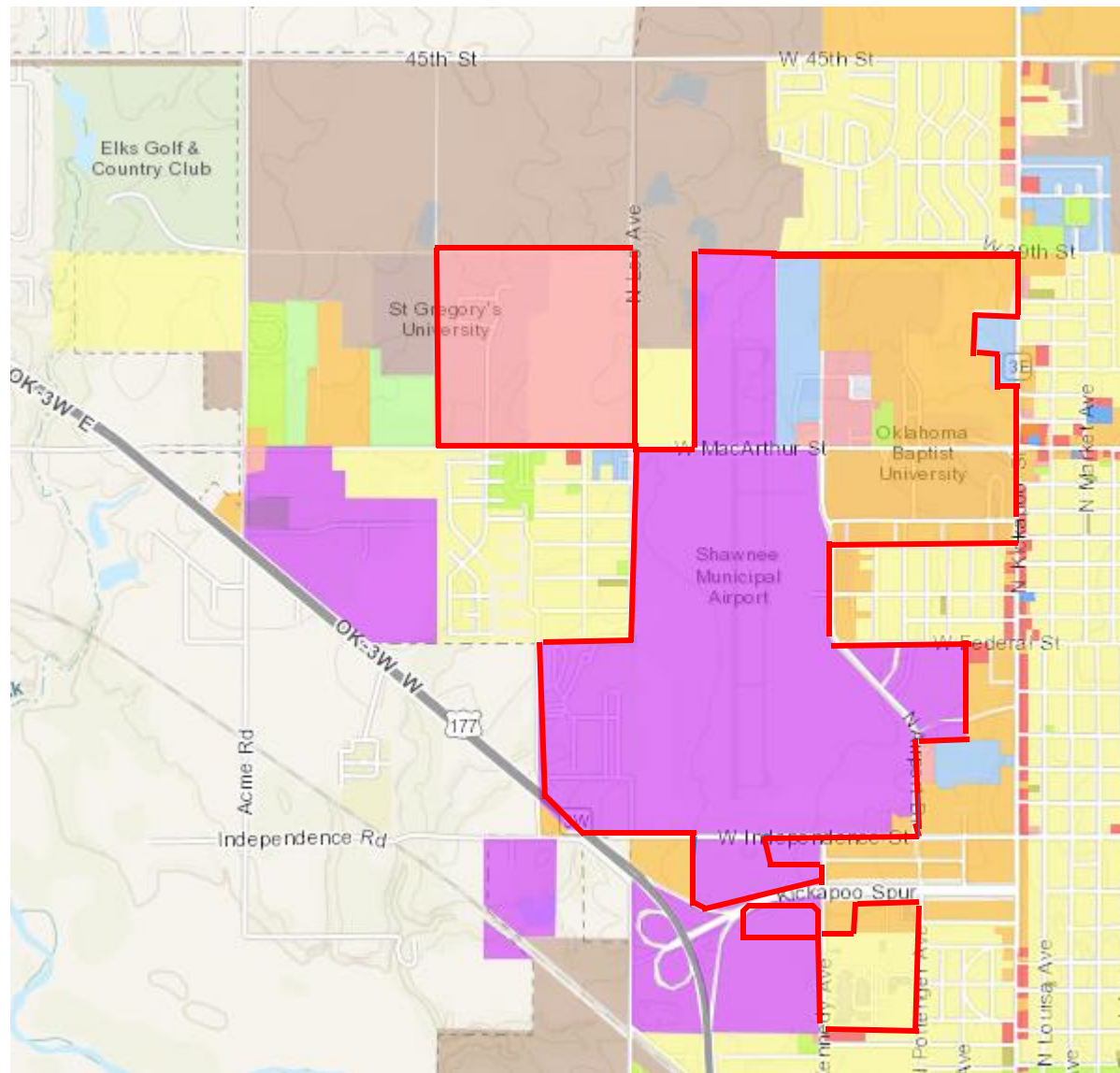
ATTEST:

LISA LASYONE, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM AND LEGALITY THIS 16th day of December, 2019.

JOSEPH M. VORNDRAN
CITY ATTORNEY



This is an official
CDC HEALTH ADVISORY

Distributed via the CDC Health Alert Network
August 30, 2019, 0935 ET (9:35 AM ET)
CDCHAN-00421

Severe Pulmonary Disease Associated with Using E-Cigarette Products

Summary

The Centers for Disease Control and Prevention (CDC) is providing: 1) background information on the forms of e-cigarette products, 2) information on the multistate outbreak of severe pulmonary disease associated with using e-cigarette products (devices, liquids, refill pods, and cartridges), and 3) clinical features of patients with severe pulmonary disease. This health advisory also provides recommendations for clinicians, public health officials, and the public based on currently available information.

General Background

E-cigarettes typically contain nicotine, most also contain flavorings and other chemicals, and some may contain marijuana or other substances. They are known by many different names and come in many shapes, sizes and device types. Devices may be referred to as “e-cigs,” “vapes,” “e-hookahs,” “vape pens,” “mods,” tanks, or electronic nicotine delivery systems (ENDS). Some e-cigarette devices resemble other tobacco products such as cigarettes; some resemble ordinary household items such as USB flash drives, pens, and flashlights; and others have unique shapes. Use of e-cigarettes is sometimes referred to as “vaping” or “juuling.” E-cigarettes used for dabbing are sometimes called “dab” pens.

E-cigarettes can contain harmful or potentially harmful substances, including nicotine, heavy metals (e.g., lead), volatile organic compounds, and cancer-causing chemicals. Additionally, some e-cigarette products are used to deliver illicit substances; may be acquired from unknown or unauthorized (i.e., “street”) sources; and may be modified for uses that could increase their potential for harm to the user. For example, some e-cigarette pods or cartridges marketed for single use can be refilled with illicit or unknown substances. In addition, some e-cigarette products are used for “dripping” or “dabbing.” Dripping involves dropping e-cigarette liquid directly onto the hot coils of an e-cigarette which can result in high concentrations of compounds (e.g., tetrahydrocannabinol [THC] and cannabinoid compounds). Dabbing involves superheating substances such as “budder”, butane hash oil (BHO), and “710” that contain high concentrations of THC and other plant compounds (e.g., cannabidiol [CBD]).

Youth, young adults, pregnant women, as well as adults who do not currently use tobacco products should not use e-cigarettes. E-cigarettes containing nicotine have the potential to help some individual adult smokers reduce their use of and transition away from cigarettes. However, e-cigarettes are not currently approved by the Food and Drug Administration (FDA) as a quit smoking aid, and the available science is inconclusive on whether e-cigarettes are effective for quitting smoking.

Outbreak Background

As of August 27, 2019, 215 possible cases have been reported from 25 states and additional reports of pulmonary illness are under investigation. One patient (in Illinois) with a history of recent e-cigarette use was hospitalized on July 29, 2019 with severe pulmonary disease and died on August 20, 2019. Although the etiology of e-cigarette-associated pulmonary disease is undetermined, epidemiologic investigations in affected states are ongoing to better characterize the exposures, demographic, clinical, and laboratory features and behaviors of patients. All patients have reported using e-cigarette products. The exact

number is currently unknown, but many patients have reported using e-cigarettes containing cannabinoid products such as THC or CBD.

Based on reports from several states, patients have experienced respiratory symptoms (cough, shortness of breath, or chest pain), and some have also experienced gastrointestinal symptoms (nausea, vomiting, or diarrhea) or non-specific constitutional symptoms (fatigue, fever, or weight loss). Symptoms typically develop over a period of days but sometimes can manifest over several weeks. Gastrointestinal symptoms sometimes preceded respiratory symptoms. Fever, tachycardia, and elevated white blood cell count have been reported in the absence of an identifiable infectious disease. Many patients have sought initial care in ambulatory settings, some with several visits, before hospital admission.

Radiologic findings have varied and are not present in all patients upon initial presentation. Bilateral pulmonary infiltrates and diffuse ground-glass opacities have been reported. Many patients required supplemental oxygen, some required assisted ventilation and oxygenation, and some were intubated. Some patients have been treated with corticosteroids with demonstrated improvement. Antimicrobial therapy alone has not consistently been associated with clinical improvement. Assessment for infectious etiologies has been completed in many patients without an identified infectious cause. Several patients from one state have been diagnosed with lipoid pneumonia based on clinical presentation and detection of lipids within bronchoalveolar lavage samples stained specifically to detect oil.

All patients have reported using e-cigarette products and the symptom onset has ranged from a few days to several weeks after e-cigarette use. Within two states, recent inhalation of cannabinoid products, THC or cannabidiol, have been reported in many of the patients. To date, no single substance or e-cigarette product has been consistently associated with illness. CDC is working closely with state health departments to facilitate collecting product specimens for testing at the U.S. FDA Forensic Chemistry Center.

Recommendations for Clinicians

1. Report cases of severe pulmonary disease of unclear etiology and a history of e-cigarette product use within the past 90 days to your state or local health department. Reporting of cases may help CDC and state health departments determine the cause or causes of these pulmonary illnesses.
2. Ask all patients who report e-cigarette product use within the last 90 days about signs and symptoms of pulmonary illness.
3. If e-cigarette product use is suspected as a possible etiology of a patient's severe pulmonary disease, obtain detailed history regarding:
 - Substance(s) used: nicotine, cannabinoids (e.g., marijuana, THC, THC concentrates, CBD, CBD oil, synthetic cannabinoids [e.g., K2 or spice], hash oil, Dank vapes), flavors, or other substances
 - Substance source(s): commercially available liquids (i.e., bottles, cartridges, or pods), homemade liquids, and re-use of old cartridges or pods with homemade or commercially bought liquids
 - Device(s) used: manufacturer; brand name; product name; model; serial number of the product, device, or e-liquid; if the device can be customized by the user; and any product modifications by the user (e.g., exposure of the atomizer or heating coil)
 - Where the product(s) were purchased
 - Method of substance use: aerosolization, dabbing, or dripping
 - Other potential cases: sharing e-cigarette products (devices, liquids, refill pods, or cartridges) with others
4. Determine if any remaining product, including devices and liquids, are available for testing. Testing can be coordinated with the local or state health departments.
5. Consider all possible causes of illness in patients reporting respiratory and gastrointestinal symptoms and of e-cigarette product use. Evaluate and treat for other possible causes of illness (e.g., infectious,

rheumatologic, neoplastic) as clinically indicated. Consider consultation with specialists (pulmonary, infectious disease, critical care, medical toxicology) as appropriate.

6. Clinical improvement of patients with severe pulmonary disease associated with e-cigarette use has been reported with the use of corticosteroids. The decision to use corticosteroids should be made on a case-by-case basis based on risks and benefits and the likelihood of other etiologies.
7. Lipoid pneumonia associated with inhalation of lipids in aerosols generated by e-cigarettes has been reported based on the detection of lipid-laden alveolar macrophages obtained by bronchoalveolar lavage (BAL) and lipid staining (e.g., oil red O). The decision about whether to perform a BAL should be based on individual clinical circumstances.
8. Lung biopsies have been performed on some patients. If a lung biopsy is obtained, lipid staining may be considered during pathologic examination, and is best performed on fresh tissue. Routine pathology tissue processing (including formalin-fixation and paraffin-embedding) can remove lipids. Conducting routine tissue processing and histopathologic evaluation is still important. Consider consultation with specialists in pulmonary medicine and pathology to help inform any evaluation plan.
9. Patients who have received treatment for severe pulmonary disease related to e-cigarette product use should undergo follow-up evaluation as clinically indicated to monitor pulmonary function.

Recommendations for Public Health Officials

1. State public health officials should promptly notify CDC about possible cases via VapingAssocIllness@cdc.gov.
2. Contact CDC at VapingAssocIllness@cdc.gov for case classification criteria, reporting guidelines, case investigation forms, and questions about this outbreak.
3. Consider conducting case-finding activities that use existing data sources (e.g., local poison control center, coroner and medical examiner's office, and other applicable surveillance systems including syndromic surveillance). CDC has developed two working syndromic surveillance definitions (one version with specific symptoms and a second focused on e-cigarette product use). CDC will be programming these definitions in CDC's National Syndromic Surveillance Program's BioSense/ESSENCE platform for case-finding within the platform.
4. Consider asking the medical examiner or coroner's office and other pathologists to report possible cases, especially those without an alternative, likely diagnosis. If individuals are identified after death or at autopsy who showed signs of severe pulmonary disease as described above, medical examiners and coroners are encouraged to report the cases to their local or state health department. Thorough sampling of trachea, bronchi, and lung parenchyma with collection of fresh lung tissue for staining of lipids (e.g., oil red O) and submission of formalin-fixed, paraffin-embedded tissues for routine histopathology are recommended. For further consultation, public health officials can contact CDC's Infectious Diseases Pathology Branch at pathology@cdc.gov.
5. State health department officials seeking technical assistance with an epidemiologic investigation can contact CDC at VapingAssocIllness@cdc.gov. State health department officials seeking technical assistance with laboratory testing can discuss with their state health department laboratories or contact CDC at VapingAssocIllness@cdc.gov.

Recommendations for the Public

1. While this investigation is ongoing, if you are concerned about these specific health risks, consider refraining from using e-cigarette products.
2. Regardless of the ongoing investigation, anyone who uses e-cigarette products should not buy these products off the street (e.g., e-cigarette products with THC, other cannabinoids) and should not modify e-cigarette products or add any substances to these products that are not intended by the manufacturer.
3. Regardless of the ongoing investigation, e-cigarette products should not be used by youth, young adults, pregnant women, as well as adults who do not currently use tobacco products. If you use e-cigarette products, monitor yourself for symptoms (e.g., cough, shortness of breath, chest pain) and promptly seek medical attention if you have concerns about your health. CDC and FDA will continue to advise and alert the public as more information becomes available.

4. Adult smokers who are attempting to quit should use evidence-based treatments, including counseling and FDA-approved medications. If you who need help quitting tobacco products, including e-cigarettes, contact your doctor.
5. If you are concerned about harmful effects from e-cigarette products, call your local poison control center at: 1-800-222-1222.
6. We encourage the public to submit detailed reports of any unexpected tobacco or e-cigarette-related health or product issues to the FDA via the online Safety Reporting Portal:
<https://www.safetyreporting.hhs.gov>.

For More Information

- For assistance with managing patients suspected of illness related to recreational, illicit, or other drugs, call your local poison control center at: 1-800-222-1222.
- Information on electronic cigarettes and similar devices: <https://www.cdc.gov/e-cigarettes>
- CDC Press Statement: <https://www.cdc.gov/media/releases/2019/s0821-cdc-fda-states-e-cigarettes.html>
- CDC Clinical Outreach and Communication Activity announcement: <https://emergency.cdc.gov/newsletters/coca/081619.htm>
- CDC's National Syndromic Surveillance Program's BioSense/ESSENCE: <https://www.cdc.gov/nssp/index.html>
- For more information, visit CDC Info: <https://www.cdc.gov/cdc-info/index.html>

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The Centers for Disease Control and Prevention (CDC) protects people's health and safety by preventing and controlling diseases and injuries; enhances health decisions by providing credible information on critical health issues; and promotes healthy living through strong partnerships with local, national, and international organizations.

Categories of Health Alert Network messages:

Health Alert	Requires immediate action or attention; highest level of importance
Health Advisory incident or situation	May not require immediate action; provides important information for a specific
Health Update incident or situation	Unlikely to require immediate action; provides updated information regarding an
HAN Info Service	Does not require immediate action; provides general public health information

##This message was distributed to state and local health officers, state and local epidemiologists, state and local laboratory directors, public information officers, HAN coordinators, and clinician organizations##

Talking Points

Flavored Tobacco Products and E-cigarettes

Since e-cigarettes have come to the Southern California market, the University of Southern California's expert faculty and research staff at the Institute for Health Promotion and Disease Prevention Research <https://ipr.usc.edu/> have focused on exploring the potential impacts of e-cigarettes and flavored tobacco products on the general population as well as vulnerable populations, such as adolescents and young adults.

Talking Point: E-cigarettes are drawing in new youth.

- Two studies examining trends in tobacco use over time have shown that youth with no history of cigarette use and who are otherwise unlikely to have smoked combustible cigarettes are initiating e-cigarettes (1, 2).
- Cartoon images and non-traditional flavors and unique flavor names are appealing to youth and increase youth interest in e-cigarettes; most youth report initiation and continued use with flavored e-cigarettes (3-7).*
- A study from Southern California youth reported that the most common reason for use of e-cigarettes are the availability of e-cigarettes in a wide variety of flavors (7, 8).
- E-cigarette companies actively market and re-post flavor-related information on social media at a much higher rate than non-flavor related posts (9).
- The availability of flavored e-cigarettes has been tied not only to initiation but also to continued use among youth, and a majority of youth reported that they would no longer use e-cigarettes if flavors were not available (6, 11).[†]
- Low profile products such as Juul thwart efforts to enforce smoking policy by providing easy concealment from authorities (3).
- A content analysis of customer reviews of vape shops revealed that the most important attribute of a shop was related to their flavor selection (10).

Talking Point: There are clear health-related consequences of e-cigarette use among youth.

- Youth who use e-cigarettes are 3 times as likely as those who have never used e-cigarettes to begin smoking combustible cigarettes (12-18)*.
- Youth who use e-cigarettes and subsequently begin smoking cigarettes follow a similar trajectory into more frequent cigarette smoking as their peers who began smoking cigarettes without using e-cigarettes first.
- Level of nicotine in e-cigarettes has been associated with higher frequency of subsequent cigarette smoking
- Exposure to nicotine in e-cigarettes is addictive and can have adverse respiratory effects (13-19)*.

Talking Point: There is inconsistent evidence for e-cigarette use as a cessation tool among youth and young adults, and among adult smokers.

- Studies have shown that many cigarette smokers, after using e-cigarettes, are likely to remain cigarette smokers rather than transitioning to e-cigarettes or quitting smoking, and this effect may be particularly salient in Hispanic young adults (18, 20-22)*.
- More recently, a single clinical trial has shown that regular e-cigarette use alongside counseling services increased cessation relative to other cessation products among participants in England; similar findings have not been observed in the US to date.

[†]=Not current USC Research, *=Both USC and Outside Research

Talking Points

Flavored Tobacco Products and E-cigarettes

Talking Point: Regulation can prevent youth initiation of e-cigarettes and other tobacco products.

- In Southern California, strong enforcement preventing sales to minors was associated with lower rates of youth and adult initiation of combustible and e-cigarette use (23). Communities that had tobacco retail licenses with sufficient fees to conduct enforcement efforts (e.g., sting operations) had lower rates of youth cigarette and e-cigarette use.
- A retail license ordinance to regulate e-cigarettes, flavored, and menthol tobacco products in Los Angeles County has tremendous potential to substantially reduce youth-use of tobacco products including e-cigarettes.
- The availability of e-cigarettes in flavors, and current location of retailers in close proximity to areas where youth congregate increases use of these products among young people; policies to reduce availability of these products across the community will likely have a substantial impact on youth use of tobacco products.

Conclusion:

Current research suggests that it is important to consider the overall impact of e-cigarettes on all segments of the population; however, the weight of the evidence points to a far more detrimental effect on youth. We hope that this research can educate and inform future decision-makers.

Talking Points

Flavored Tobacco Products and E-cigarettes

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Talking Points

Flavored Tobacco Products and E-cigarettes

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PEDIATRICS

Tobacco Retail Licensing and Youth Product Use

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Tobacco Retail Licensing and Youth Product Use

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abstract

BACKGROUND: Restricting youth access to tobacco is a central feature of US tobacco regulatory policy, but impact of local tobacco retail licensing (TRL) regulation on cigarette smoking rates remains uncertain. Effects of TRL on other tobacco product use and use as adolescents reach the age to legally purchase tobacco products has not been investigated.

METHODS: Prevalences of ever and past 30-day cigarette, electronic cigarette (e-cigarette), cigar, and hookah use were assessed in a survey of a cohort of 1553 11th- and 12th-grade adolescents (mean age: 17.3 years); rates of initiation were evaluated 1.5 years later. An American Lung Association (2014) youth access grade was assigned to each of 14 political jurisdictions in which participants lived on the basis of the strength of the local TRL ordinance.

RESULTS: At baseline, participants living in 4 jurisdictions with “A” grades (ie, with most restrictive ordinances) had lower odds of ever cigarette use (odds ratio [OR] 0.61; 95% confidence interval [CI] 0.41–0.90) and of past 30-day use (OR 0.51; 95% CI 0.29–0.89) than participants in 10 D- to F-grade jurisdictions. At follow-up at legal age of purchase, lower odds of cigarette use initiation (OR 0.67; 95% CI 0.45–0.99) occurred in jurisdictions with stronger TRL policy. Lower odds of e-cigarette initiation at follow-up (OR 0.74; 95% CI 0.55–0.99) and of initiation with past 30-day use (OR 0.45; 95% CI 0.23–0.90) were also associated with better regulation.

CONCLUSIONS: Strong local TRL ordinance may lower rates of cigarette and e-cigarette use among youth and young adults.



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Dr McConnell conceptualized and designed the study and reviewed and revised the manuscript; Mr Astor collected data on tobacco retail licensing in study communities, conducted a literature review, and drafted the manuscript; Dr Urman conducted all data analyses; Drs Barrington-Trimis, Berhane, Steinberg, Cousineau, Leventhal, Unger, Cruz, Pentz, and Samet provided advice on the analysis and interpretation of results and reviewed and provided guidance on the development of the manuscript; and all authors approved the final manuscript as submitted.

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WHAT'S KNOWN ON THIS SUBJECT: Restricting youth access to tobacco has long been a central feature of US tobacco regulatory policy, but the impact of local tobacco retail licensing regulation on electronic cigarette use rates remains uncertain.

WHAT THIS STUDY ADDS: Strong local tobacco retail licensing ordinances may lower rates of cigarette and electronic cigarette use among youth and young adults. Success of regulations restricting youth access to cigarettes and alternative tobacco products may depend on ensuring a robust enforcement scheme.

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Most US states have had laws to restrict the sale of cigarettes to minors for decades.¹ Because there was widespread violation of these laws by tobacco vendors,² Congress passed the Synar Amendment to the Public Health Service Act in 1993,³ which required that states enact laws banning cigarette sales to minors and that they enforce such laws with compliance checks using undercover “decoys” posing as underage customers.^{4,5}

Enforcement of these youth access regulations is a central feature of US tobacco control programs. However, although compliance checks of vendors have been shown to reduce sales to minors, their effectiveness in reducing youth smoking rates is less certain, for example, because they may obtain cigarettes legally purchased by older friends.^{6,7} Key regulatory features that are reported to reduce both compliance violations and youth cigarette use include a mandatory tobacco retailer licensing fee to provide sustainable funding of undercover decoys to make at least 1 annual visit to each vendor and fines or penalties for violations.^{7,8} Low rates of vendor compliance checks, which occur annually at only a small fraction of tobacco vendors under existing state and federal enforcement programs,^{9,10} and inadequate penalties may explain why associations with youth smoking rates have not consistently been observed.⁷ Within states, compliance enforcement may vary markedly on the basis of local ordinances that provide funding to do so. Given the expense involved in enforcement and the lack of expert consensus on its benefits, additional studies are warranted to assess the effectiveness in reducing youth cigarette use.

The impact of youth access restriction on the initiation of alternative tobacco products, such as electronic cigarettes (e-cigarettes), hookah, and cigars, has not been studied, although prevalence of ever

using these products is high.¹¹ An additional gap in understanding the effectiveness of youth tobacco access restriction is during the transition to the legal age of purchase. Most adult smokers historically have initiated cigarette use by age 18,¹² which is the legal age of purchase in most states. There have been few prospective studies examining the effect of tobacco licensing and youth access restriction on cigarette and alternative tobacco product use during this transition to adult life.

Among participants in the Southern California Children’s Health Study, we evaluated whether youth living in jurisdictions with a strong tobacco retail licensing (TRL) ordinance had reduced prevalence of cigarette and other tobacco use, compared with participants in jurisdictions with a poor TRL ordinance. In addition, using prospectively collected data, we assessed the association of local ordinances with the initiation of tobacco product use during a cohort follow-up as youth reached 18 years of age, the age at which the sale of tobacco products was legal in California at the time of the study.

METHODS

Study Population

Between January and June of 2014, a total of 2097 11th- and 12th-grade participants in the Southern California Children’s Health Study (mean age: 17.3; SD: 0.6) completed self-administered questionnaires collecting detailed information about cigarette and alternative tobacco product use. Follow-up online questionnaire data were collected on 1553 participants (74% of the 2097 at baseline) as they reached 18 years of age, between January 2015 and June 2016 (mean age: 18.8; SD: 0.6). Additional characteristics of the study sample have been described previously.^{13,14}

Ethics Statement

The study was approved by the University of Southern California Institutional Review Board. Parental written informed consent and child assent were obtained for all Children’s Health Study participants <18 years of age. Participants age 18 or older provided written informed consent.

Tobacco and Alternative Tobacco Product Use

At each survey, participants were asked whether they had ever tried e-cigarettes, cigarettes, cigars, or hookah and the number of days each product was used in the past 30 days.¹² Participants who had “never tried” a product (not “even 1 or 2 puffs”) were classified as never users. Those reporting an age at first use of each tobacco product were classified as ever (lifetime prevalent) users of that product at baseline. Rates of initiation were calculated on the basis of a new report of use of a tobacco product at follow-up among participants not reporting use of that product at baseline. Both prevalent users and initiators of each tobacco product were further characterized on the basis of past 30-day use.

Evaluation of Local Tobacco Regulatory Licensing to Reduce Youth Access

There were 14 political jurisdictions with corresponding tobacco product ordinances across the 12 participating Children’s Health Study communities. Four study jurisdictions were assigned an A grade on the basis of the 2014 American Lung Association (ALA) “Reducing Sales of Tobacco Products” to youth scale, which is used to evaluate the strength of the local TRL ordinance across California.¹⁵ An A grade required adequate annual retail license fees, which were paid by all tobacco retailers (including gas stations, convenience stores, larger grocery stores, and pharmacies),

to cover the administration of an enforcement program and regular compliance checks in each store. An A grade also required (1) an annual renewal of this local license; (2) a provision that any violation of local, state, or federal law is a violation of the license; and (3) a graduated penalty system for violators, including financial deterrents such as fines or other penalties, including license revocation or suspension.¹⁵

The remaining study jurisdictions were assigned an F grade (8) or a D grade (1). An F grade indicated either (1) no local ordinance mandating a license fee or (2) a fee insufficient to fund administrative and compliance checks as well as none of the 3 other provisions for an A grade. The jurisdiction with the D grade had a licensing fee that was insufficient to cover administration and compliance checks, but it had at least 1 of the other 3 provisions listed above that were needed for an A grade. The D and F communities were collapsed for data analysis, because the insufficient annual fee is a central feature of regulation to reduce youth access.^{7,15} No study jurisdiction in this sample had B or C grades corresponding to TRL policies of intermediate quality.¹⁵

ALA assigned grades to other categories of tobacco policy (smoke-free housing policy, smoke-free outdoor policy, and overall tobacco policy).¹⁵ These policies, which are not specific to youth tobacco product access, were not associated with tobacco product use in this study, and results are not presented.

Covariates

Self-administered questionnaires completed by parents of participants were used to assess sociodemographic characteristics, including sex, ethnicity (Hispanic, non-Hispanic white, other), age at baseline, and parental education (completed high school or less, some

college, or completed college or more).

Statistical Analysis

Unconditional logistic regression models were used to evaluate the associations of living in a jurisdiction with an ALA grade A versus D or F TRL ordinance with baseline ever and past 30-day use of cigarettes, e-cigarettes, hookah, cigars, or use of any of these tobacco products in separate models. Models were also fit to evaluate associations of ALA grade with the initiation of each product, with or without past 30-day use. In models used to evaluate the initiation of use of each tobacco product between baseline and follow-up, the sample was restricted to baseline never users of that product. Odds ratios (ORs) and 95% confidence intervals (CIs) were used to estimate the association of each tobacco product use with an ALA grade. All models were adjusted for sex, ethnicity, highest parental education, and baseline age, factors that have been associated both with e-cigarette use and cigarette use in previous studies.^{13,14} Each tobacco product-specific model was also adjusted for a baseline history of use of any other tobacco product, because there was clustering of the tobacco product outcomes.¹³ A missing indicator category for covariates and any other tobacco product use was included where appropriate. Additionally, all models included a random effect for community to account for similarities among subjects within jurisdictions. In a sensitivity analysis, models were further adjusted for time between baseline and follow-up questionnaire completion. Statistical analyses were based on 2-sided hypotheses tested at a 0.05 level of significance, using SAS 9.4 (SAS Institute, Inc, Cary, NC).

RESULTS

Of the 2097 participants, 31.1% (652) lived in a jurisdiction with an

ALA 2014 TRL A grade, and 68.9% (1445) students lived in jurisdictions with D or F grades. Sex and ethnic distributions were similar in A and D or F jurisdictions, but students in A jurisdictions were more likely to come from less-educated households (Table 1). Unadjusted prevalence and initiation rates for each tobacco product were lower in jurisdictions with A than with D or F grades, with the exception of new initiation of hookah with past 30-day use. Initiation rates were substantial among never tobacco product users at baseline, in particular for e-cigarette use. Both prevalence and initiation rates of past 30-day tobacco product use generally did not exceed 10% for any product.

For baseline prevalence of ever and past 30-day use of cigarette and e-cigarette ever use, and to a lesser degree for prevalence of cigar use, jurisdictions with A grades had generally lower use rates than D or F jurisdictions (Supplemental Fig 3). However, within both grade groups, there was considerable variability in prevalence rates across jurisdictions for all tobacco products. Rates in individual jurisdictions had wide CIs (results not shown) because of small sample size. Rates of tobacco product initiation at follow-up were also generally quite variable across the jurisdictions within both A and D or F grades (Supplemental Fig 4).

At baseline, participants living in the 4 jurisdictions with A grades had lower odds of ever using a cigarette (OR 0.61; 95% CI 0.41–0.90) and of past 30-day use (OR 0.51; 95% CI 0.29–0.89) than participants in 10 D- to F-grade jurisdictions, after adjusting for sociodemographic covariates and other tobacco product use at baseline (Fig 1).

Living in A-grade jurisdictions was associated with lower odds of initiation of cigarette use between baseline and the follow-up questionnaire (OR 0.67; 95% CI 0.45–0.99 [Fig 2]). The risks of

TABLE 1 Prevalence of Sociodemographic Characteristics, Lifetime, and Current (Last 30-Day) Use of Each Tobacco Product at Baseline and Rates of Product Initiation at Follow-up Among Youth Residing in a Jurisdiction With ALA Reduced Tobacco Sales, Grade A or D or F

	Grade A	Grade D or F
	<i>N</i> (%) ^a	<i>N</i> (%) ^a
Sex		
Male	324 (49.7)	735 (50.9)
Female	328 (50.3)	710 (49.1)
Ethnicity		
Hispanic white	349 (53.5)	736 (50.9)
Non-Hispanic white	230 (35.3)	504 (34.9)
Other	73 (11.2)	205 (14.2)
Parent education		
Less than or equal to high school	245 (41.3)	460 (34.3)
Some college	219 (36.9)	502 (37.4)
College or more	129 (21.8)	379 (28.3)
Prevalent ever tobacco product use at baseline		
Cigarette	89 (13.7)	302 (21.0)
E-cigarette	123 (19.0)	379 (26.4)
Hookah	158 (24.3)	411 (28.6)
Cigars	69 (10.6)	204 (14.2)
Any tobacco product	214 (32.9)	564 (39.2)
Prevalent past 30-d tobacco product use at baseline		
Cigarette	24 (3.7)	95 (6.6)
E-cigarette	56 (8.6)	145 (10.1)
Hookah	62 (9.5)	162 (11.3)
Cigars	21 (3.2)	55 (3.8)
Any tobacco product	107 (16.5)	267 (18.6)
Initiation of tobacco product use (between baseline and follow-up) ^b		
Cigarette	52 (13.1)	156 (18.0)
E-cigarette	92 (24.7)	235 (29.7)
Hookah	55 (15.9)	146 (18.9)
Cigars	49 (12.0)	158 (17.1)
Any tobacco product	85 (27.7)	198 (30)
Initiation with past 30-d tobacco product use at follow-up ^b		
Cigarette	17 (4.3)	52 (6.0)
E-cigarette	17 (4.7)	69 (8.9)
Hookah	16 (4.7)	32 (4.2)
Cigars	12 (2.9)	36 (3.9)
Any tobacco product	24 (7.9)	78 (12.1)

^a The denominator (652 in grade A; 1445 in grade D or F) varies because of missing values in covariates.

^b Restricted to nonusers of each product (or of any tobacco product) at baseline.

initiation of e-cigarettes (OR 0.74; 95% CI 0.55–0.99) and of initiation with past 30-day use (OR 0.45; 95% CI 0.23–0.90) were also lower in A-grade than D- or F-grade jurisdictions. In sensitivity analyses adjusting for time since turning 18 at follow-up, there was no change in the protective effect estimate of living in a well-regulated (A-grade) jurisdiction (results not shown). Participants still living in their jurisdiction of origin at follow-up evaluation would have had consistent exposure to the same regulatory environment. In this sample, there were stronger protective A-grade

compared with D- or F-grade associations with cigarette and e-cigarette initiation at follow-up (and of initiation of e-cigarettes with past 30-day use) than in the entire sample (results not shown). The protective association of A-grade residence with initiation of cigar use was similar in magnitude to the association with cigarette and e-cigarette use but was not statistically significant.

DISCUSSION

Central features of the ALA TRL grade include a licensing fee

sufficient to fund compliance checks and enforcement of regulations prohibiting tobacco sales to minors and penalties for violating the law, features of TRL that have been reported to be necessary to reduce sales to and use by youth.⁷ Compared with living in a jurisdiction with poor TRL policy, youth in a jurisdiction satisfying these criteria were less likely to smoke in high school. In a prospective follow-up of the cohort, the odds of initiation of e-cigarette use, with or without past 30-day use, and of initiation of cigarette use were also lower in well-regulated jurisdictions. Stronger associations among participants still living in their jurisdiction of origin at follow-up evaluation, with consistent exposure to the same regulatory environment throughout, also suggest that the benefits of good TRL policy extended both beyond cigarette use to e-cigarette use and into early adult life at age 18 when the sale of tobacco products was legal at the time of the study. The protective associations were large, with risk lower by one-third to a half in the strong compared with weak TRL jurisdictions (depending on the outcome).

There has been uncertainty regarding the effects of youth access restrictions on cigarette use.^{6,7,16} Some authors of prospective studies in which age-specific prevalence of tobacco use was assessed before and after regulatory intervention to restrict youth access found reductions in cigarette use,^{17–20} but others found no benefit.^{21,22} Authors of 1 review of studies that reported changes in smoking associated with youth access restrictions found no relationship of vendor compliance or of changes in vendor compliance, with smoking prevalence in a meta-analysis of available studies,⁶ perhaps because the restriction of commercial access resulted in a shift to social sources of cigarettes such as older friends or siblings. Authors of other observational studies have

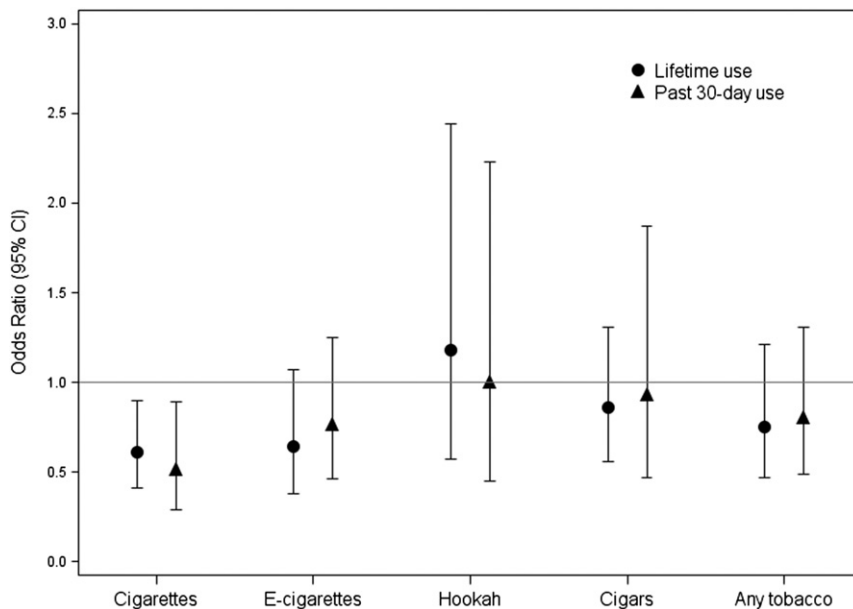


FIGURE 1

Associations of prevalent lifetime and current (last 30-day) use of each tobacco product at baseline with residence in ALA Reduced Tobacco Sales grade A jurisdictions, compared with residence in grade D or F jurisdictions. Models were adjusted for sex, ethnicity, parental education, age at baseline, and for any other tobacco product use at baseline (except for any tobacco product use prevalence, which was compared with never users of any tobacco product) and included a random effect for jurisdiction.

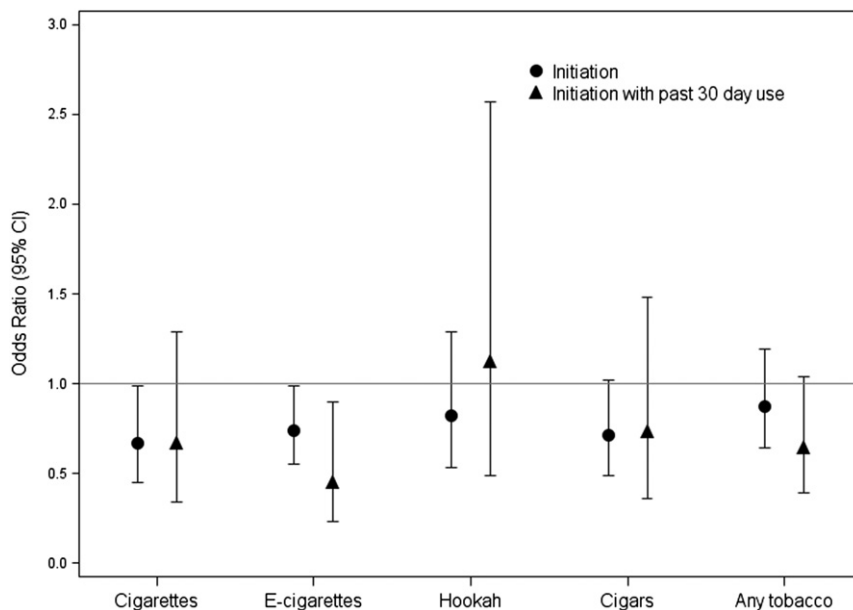


FIGURE 2

Associations of initiation of use of each tobacco product between baseline and follow-up and of initiation and current (last 30-day) use, with residence in ALA Reduced Tobacco Sales grade A jurisdictions, compared with residence in grade D or F jurisdictions. Each model was restricted to nonusers of product at baseline. Models were adjusted for sex, ethnicity, parental education, age at baseline, and for any other tobacco product use at baseline (except for any tobacco product use initiation, which was compared with never users of any tobacco product at either baseline or follow-up) and included a random effect for jurisdiction.

found reduced smoking rates in communities with youth access restrictions, but it was not clear that reduced access mediated the reduction in smoking rates.^{19,23} For example, sustained reductions in adolescent daily smoking rates were observed in Minnesota communities that were randomly assigned to intervention supporting community organizers to develop and promote good TLR ordinances, compared with nonintervention communities.²⁰ However, it was not clear whether the observed reductions in smoking rates were due to youth access restrictions and improved vendor compliance or to other regulatory features resulting from the intervention, such as bans on vending machines and requirements for posted signs reporting age of sale policies, or for storing cigarettes behind the sales counter.¹⁷

Our results are broadly consistent with findings of a comprehensive review in which authors concluded that lower smoking rates occur if local TRL requires yearly compliance checks with effective enforcement.⁷ Our study is 1 of the few that assessed associations of TRL with both prevalence and initiation rates in a prospective assessment of the same participants during an adolescent period of known high incidence of initiation. The prospective cohort design of the study also provided the opportunity to examine the impact of TRL on legal tobacco product use by young adults. The reduced risk of initiation of cigarette and e-cigarette use at follow-up in jurisdictions with better TRL regulation (with effect estimates that were unaffected by adjusting for time since turning 18 at follow-up) suggests that regulation may have lowered initiation rates even after participants reached the age for legal purchase. Although most adult smokers historically first use cigarettes before age 18,¹² in our cohort, rates of initiation of tobacco

product use were substantial, even in well-regulated jurisdictions. For example, in jurisdictions with an A grade, rates of initiation of cigarette and e-cigarette use during the follow-up period were 13.1% and 24.7%, respectively (from Table 1); these high rates of experimentation indicate a need for interventions to reduce initiation in this susceptible age window.

An alternative explanation for the protective effects of better TRL policy is that the associations reflected broadly unfavorable community attitudes toward cigarette use, including other tobacco regulations that affected the use of cigarettes and e-cigarettes to minors. If this were the explanation, we might expect to have seen associations with the other ALA tobacco grades relating to, for example, smoke-free housing, smoke-free outdoor air, or the overall tobacco grade in a jurisdiction. However, protective effects only of the TRL grade were observed.

Lower odds of cigar use initiation associated with better TRL regulation, although not statistically significant, were similar in magnitude to reductions in odds of the initiation of cigarettes and e-cigarettes. However, living in a jurisdiction with stronger regulation was not protective for baseline prevalence or subsequent initiation of hookah use. Sales of hookah paraphernalia often occur in specialty shops and hookah bars where cigarettes may not have been sold²⁴ and therefore may not consistently have been subjected to the same rigorous compliance checks as traditional cigarette vendors. E-cigarettes are commonly sold at locations that also sell cigarettes that would have been subject to TRL regulation, and a state law passed in 2010 made it illegal to sell e-cigarettes to minors.²⁵ However, e-cigarettes are also sold in specialty “vape” shops,²⁶ and at

the time of the study, e-cigarettes were not specifically categorized as a tobacco product.²⁷ Therefore, vape shops were not required by state law to obtain a tobacco vendor license if they were not selling other tobacco products. If strong TRL regulation was responsible for the lower rates of e-cigarette use in A-grade jurisdictions, it is possible that similar TRL requirements for vape shops would have resulted in larger protective effects.

The US Food and Drug Administration (FDA) has contracts with regulators in most states to restrict youth tobacco access and also conducts its own inspections and hires third parties to conduct compliance checks.²⁸ However, the frequency of compliance checks is generally low, because of resource limitations, and penalties for violation of the law vary widely between states. California, for example, which has been a leader in tobacco control, annually inspected, on average, only 7% of tobacco retailers in 2016.^{9,10} If a high rate of compliance checks, accompanied by enforcement, is necessary to reduce youth smoking as our results suggest, then strong local TRL ordinances may be an important option to reduce teen tobacco product use through access restriction.^{10,29,30}

The study has some limitations. The ALA criteria for an A grade covered a relatively broad spectrum of TRL policy relevant to youth access, including larger fees, compliance access, and penalties if vendors violated the law. Identifying the possible effects of specific features of the TRL policy was not possible. A minimum proportion of vendors actually undergoing compliance checks was not specified, and it was not possible to assess the effect of the proportion of vendors visited. In addition, the “deeming rule” that defined e-cigarettes and hookah as tobacco products means that TRL

will be required of all vendors of these products.³¹ The recent increase in the legal age of tobacco product purchase to 21 years in California, passed after data collection for this study was completed, means that the associations of TRL policy with use during the transition to legal age of purchase may no longer be applicable to California. However, the results may broadly be generalizable to local jurisdictions in states with a legal purchase age of 18 years, with the exception of a few states that have prohibited local jurisdictions from enacting more stringent local regulation.³² The increase of poorly regulated e-cigarette Internet vendors, a relatively new way for minors to obtain tobacco products illegally at the time of data collection, may limit the future impact of TRL as a regulatory tool.³³ Future follow-up of this cohort is warranted to determine the persistence of associations with strong youth TRL and to examine longitudinally potential mediating factors, such as social characteristics of neighborhoods and communities and individuals’ changing tobacco social environment over time. There were also other potential confounders or mediators of TRL effects, such as differences in school-level tobacco prevention programs or number of tobacco outlets by jurisdiction, that were not available to study.

CONCLUSIONS

The results suggest that a strong local TRL ordinance that provides adequate resources to fund regular compliance checks and enforcement may result in large reductions in the use of cigarettes and may also result in reduced e-cigarette use. The benefits of these policies may extend into early adult life. The study also suggests that the success of future FDA regulation to reduce youth cigarette and alternative tobacco product access and use, under rules

deeming these products to be subject to FDA regulation,³¹ may depend on the availability of resources for universal annual compliance checks and enforcement targeted to both traditional and alternative tobacco product vendors. Continued monitoring is needed to assess the impact on the effectiveness of TRL

policy within the rapidly evolving tobacco product patterns of use, new national regulation, and poorly regulated Internet sales.

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ABBREVIATIONS

ALA: American Lung Association
CI: confidence interval
e-cigarette: electronic cigarette
FDA: US Food and Drug Administration
OR: odds ratio
TRL: tobacco retail licensing

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29. U.S. Food and Drug Administration; Tobacco Control Legal Consortium. State and local tobacco regulation in a post-deeming world. 2016. Available at: <http://publichealthlawcenter.org/sites/default/files/resources/tclc-fda-deemingreg-state-and-local-regulation-2016.pdf>. Accessed February 13, 2017
30. McLaughlin I. License to kill?: tobacco retailer licensing as an effective enforcement tool. 2010. Available at: <http://publichealthlawcenter.org/sites/default/files/resources/tclc-syn-retailer-2010.pdf>. Accessed February 25, 2017
31. Food and Drug Administration, HHS. Deeming tobacco products to be subject to the federal food, drug, and cosmetic act, as amended by the family smoking prevention and tobacco control act; restrictions on the sale and distribution of tobacco products and required warning statements for tobacco products. Final rule. *Fed Regist*. 2016;81(90):28973–29106
32. Lempert LK, Grana R, Glantz SA. The importance of product definitions in US e-cigarette laws and regulations. *Tob Control*. 2016;25(e1):e44–e51
33. Mackey TK, Miner A, Cuomo RE. Exploring the e-cigarette e-commerce marketplace: identifying Internet e-cigarette marketing characteristics and regulatory gaps. *Drug Alcohol Depend*. 2015;156:97–103

Regular Board of Commissioners

9.

Meeting Date: 12/16/2019

Detachment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of an ordinance amending the boundaries of the City of Shawnee, Oklahoma, by de-annexing/detaching certain property within the City of Shawnee, Pottawatomie County; and providing for severability, codification, and repealer; and declaring an emergency.

Attachments

Memo

Request Letter

Ordinance



Chance Allison, CPA
City Manager
City of Shawnee, Oklahoma
16 West 9th Street
Shawnee, Oklahoma 74801-6812
Chance.Allison@ShawneeOK.org

DATE: December 16, 2019
TO: Honorable Mayor and City Commissioners
FROM: Chance Allison, CPA, City Manager
RE: Request for Detachment: Kickapoo Tribe of Oklahoma

Nature of Request

The Kickapoo Tribe of Oklahoma (the “Tribe”) has requested detachment from the City of Shawnee (the “City”) to build a tribal housing subdivision under the Kickapoo Tribe of Oklahoma Housing Authority. The Tribe contiguously owns approximately 27 acres located north of Springbrook and State Highway 177, east of Coker Road, south of Birdie Lane, and west of Fairview Lane (see Exhibit 1).

Staff Analysis and Considerations

The subject property was annexed into the City of Shawnee on June 16, 1980 (Ordinance Number 978NS). While the Shawnee Comprehensive Plan encourages strategic annexation of unincorporated land, the Comprehensive Plan also encourages ways to celebrate partnerships to build strong relationships with our local tribal community partners. The subject property requested for detachment is not part of the City of Shawnee’s contiguous annexation, and as such City owned and maintained utility infrastructure are not within reasonable proximity to economically serve the subdivision.

The proposed development has limited impact to the City in form of utility charges considering the high infrastructure cost to provide utilities to the area. In addition, the Tribe is a tax-exempt organization, therefore sales taxes from cost of development is exempted by the Oklahoma Tax Commission.

Recommendation

Staff respectfully recommends approval of detachment request as City cannot provide appropriate utility services in a timely manner and the City desires to encourage and foster a strong working relationship with the Tribe.

Exhibit 1

Village West Survey and Description

CERTIFICATE OF SURVEY

I, James B. Marshall, a Professional Land Surveyor, hereby certify that on this 5th day of November, 1998, a careful survey was made under my supervision on the property shown on attached plat and described as a tract of land beginning at a point 371.8 feet North $0^{\circ}10'45''$ East of the Southwest Corner of the Southwest Quarter of the Northwest Quarter (SW/C-SW/4-NW/4) of Section 3, Township 10 North, Range 3 East of the Indian Meridian in Pottawatomie County, Oklahoma, thence Southeasterly on curve to the right having a radius of 5889.6 feet a distance of 77.5 feet, thence South $38^{\circ}48'$ East a distance of 148.78 feet, thence South $89^{\circ}56'10''$ East a distance of 514.30 feet, thence North $0^{\circ}10'45''$ East a distance of 469.48 feet, thence South $89^{\circ}56'10''$ East a distance of 660.00 feet, thence North $0^{\circ}10'45''$ East a distance of 665.38 feet, thence North $89^{\circ}56'10''$ West a distance of 1320.00 feet thence South $0^{\circ}10'45''$ West a distance of 958.96 feet to the point of beginning, containing 26.9 acres.

This Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors.

James B. Marshall

12-10-98

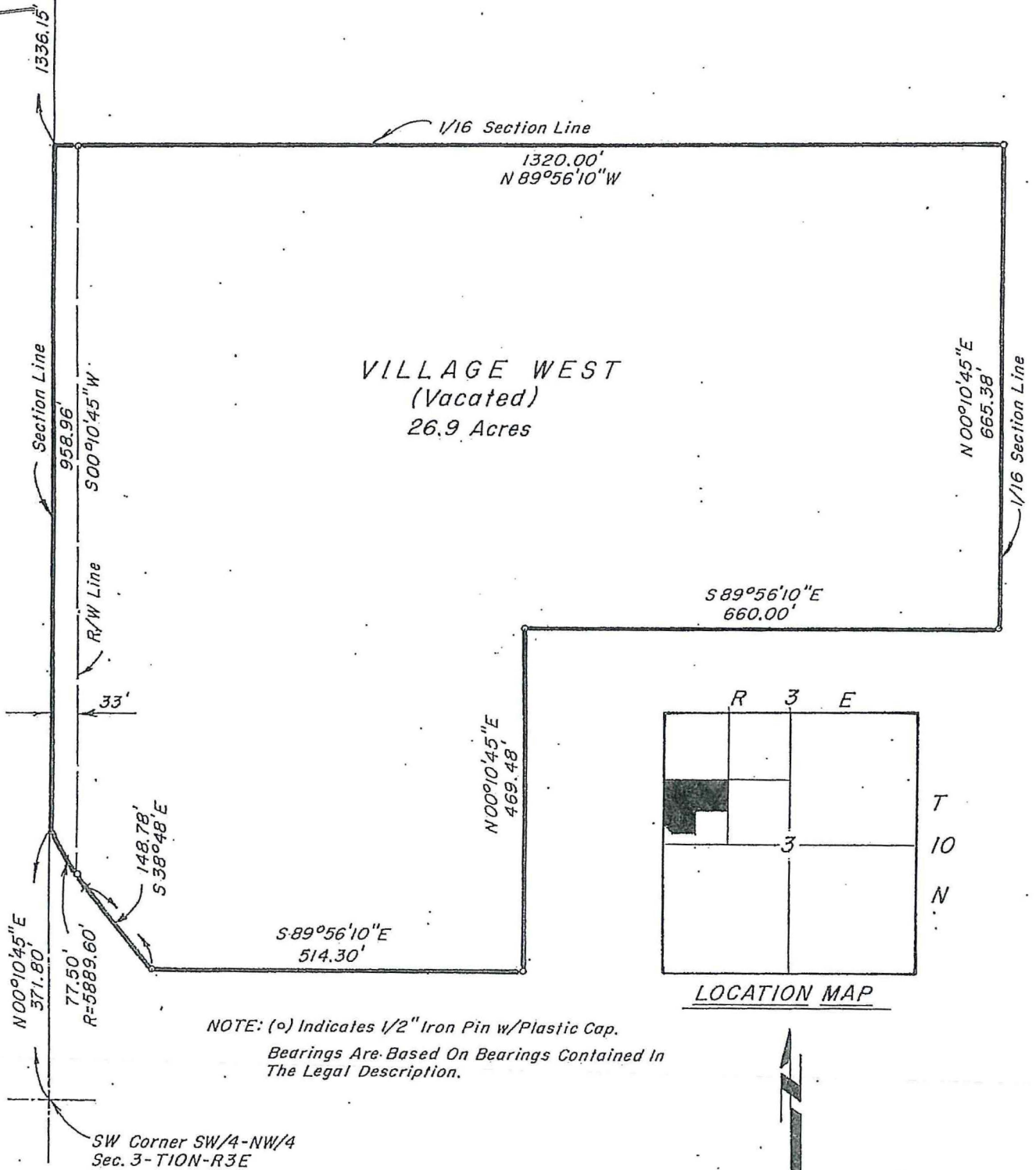
James B. Marshall

Date

Professional Land Surveyor No. LS 113

SURVEY PLAT

NW Corner
Sec. 3-T10N-R3E



Scale 1"=200'

Kickapoo Tribe of Oklahoma

P.O. Box 70
407 N. Hwy 102
McLoud, Oklahoma 74851

Administration Department
Phone: 405-964-4227
Fax: 405-964-4265

October 28, 2019

Mayor Richard Finley
City of Shawnee
City Hall
16 West 9th Street
Shawnee, OK 74801

RE: Request for De-annexation of Kickapoo Tribe of Oklahoma tract from the City of Shawnee

Dear Mayor Finley:

Please find an adopted resolution from the Kickapoo Tribe of Oklahoma Business Committee attached.

The leadership of the Kickapoo Tribe desires to detach from the corporate limits of the City of Shawnee and herein files this request in accordance with 11 O.S. § 21-110. The Kickapoo Tribe needs a water source to a soon-to-be developed neighborhood and a rural water source is available to the Tribe on the west side of the tribal tract. In previous discussions with city planners, the cost to bring city water and sewer to the Village West neighborhood off Highway 177 is too costly for the city to consider.

A survey of the tribal tract and its legal description are attached.

And while the Kickapoo Tribe is requesting the land be de-annexed, it is also requesting continued city fire protection through the 911 emergency system. The Kickapoo Tribe already has police cross-deputy agreements in place with the State, county and city.

<i>David Pacheco, Jr.</i>	<i>Nathan Gonzales</i>	<i>Unice Salazar</i>	<i>George Lopez</i>	<i>Carmela Ramirez</i>
NENAIKAPATA	MAHMATOMA	KISATEMOCUA	TAPITAA	PIETWETAHMOQUAH
CHAIRMAN	VICE-CHAIRMAN	SECRETARY	TREASURER	COUNCILPERSON

Mayor Richard Finley
October 28, 2019
Page Two

The Kickapoo tribal Business Committee and Housing Board hope to hear back very soon that our request to de-annex this tract is granted by the City of Shawnee City Council and Mayor.

Respectfully,

KICKAPOO TRIBE OF OKLAHOMA



David Pacheco Jr.
Tribal Chairman

ENC.: De-annex Resolution and Attachment A

CC: Judy Shed, KTO Housing Director
Kent Collier, KTO Tribal Attorney

Kickapoo Tribe of Oklahoma

P.O. Box 70
407 N. Hwy 102
McLoud, Oklahoma 74851

Administration Department
Phone: 405-964-4227
Fax: 405-964-4265

KTO-2019- _____

A RESOLUTION APPROVING THE DE-ANNEXATION OF THE VILLAGE WEST TRIBAL PROPERTY FROM THE CITY OF SHAWNEE OKLAHOMA

WHEREAS, the Kickapoo Tribe of Oklahoma is a federally recognized Native American Tribe pursuant to constitutional authority under the Thomas-Rogers Oklahoma Indian Welfare Act of June 26, 1936 (49 Stat. 1967); and

WHEREAS, the Kickapoo people, through a continuation of Kickapoo history, have organized self-government since time immemorial, sovereign powers inherent in tribal tradition, and recognized by the government of the United States of America and in the Constitution of the United States of America; and

WHEREAS, in accordance with the Kickapoo Tribe of Oklahoma Constitution and By-Laws, Article V, Section 1 (a), the Business Committee is authorized to speak and act on behalf of the Tribe; and

WHEREAS, the Kickapoo Tribe of Oklahoma desires to de-annex tribal property known as the Village West neighborhood tract described in Attachment A; and

WHEREAS, the Kickapoo Tribe of Oklahoma requires a water source to the future homes of Village West and, at the present, the City of Shawnee is unable to pay for the costs to bring city water lines out to the property; and

<i>David Pacheco, Jr.</i>	<i>Nathan Gonzales</i>	<i>Unice Salazar</i>	<i>George Lopez</i>	<i>Carmela Ramirez</i>
NENAIKAPATA	MAHMATOMA	KISATEMOCUA	TAPITAA	PIETWETAHMOQUAH
CHAIRMAN	VICE-CHAIRMAN	SECRETARY	TREASURER	COUNCILPERSON

WHEREAS, the Kickapoo Tribe of Oklahoma is also requesting that the City of Shawnee continue to provide fire protection services through the 911 emergency system in addition to rural fire departments as the Tribe pays property taxes on this land.

NOW, THEREFORE BE IT RESOLVED BY THE BUSINESS COMMITTEE OF THE KICKAPOO TRIBE OF OKLAHOMA that a resolution supporting the de-annexation of Village West from the City of Shawnee IS HEREBY APPROVED.

CERTIFICATION

We, David Pacheco Jr., Chairman, and Unice Salazar, Secretary, serving in our official duties as members of the Business Committee of the Kickapoo Tribe of Oklahoma, do hereby certify that the above Resolution is a true and exact copy as approved by the Business Committee on _____, 2019, with a quorum present, and the vote being _____ in favor, _____ opposed, and _____ abstaining.

David Pacheco Jr., Chairman
Business Committee
Kickapoo Tribe of Oklahoma

Unice Salazar, Secretary
Business Committee
Kickapoo Tribe of Oklahoma

ATTACHMENT A

VILLAGE WEST

See Survey and Legal Description

CERTIFICATE OF SURVEY

I, James B. Marshall, a Professional Land Surveyor, hereby certify that on this 5th day of November, 1998, a careful survey was made under my supervision on the property shown on attached plat and described as a tract of land beginning at a point 371.8 feet North $0^{\circ}10'45''$ East of the Southwest Corner of the Southwest Quarter of the Northwest Quarter (SW/C-SW/4-NW/4) of Section 3, Township 10 North, Range 3 East of the Indian Meridian in Pottawatomie County, Oklahoma, thence Southeasterly on curve to the right having a radius of 5889.6 feet a distance of 77.5 feet, thence South $38^{\circ}48'$ East a distance of 148.78 feet, thence South $89^{\circ}56'10''$ East a distance of 514.30 feet, thence North $0^{\circ}10'45''$ East a distance of 469.48 feet, thence South $89^{\circ}56'10''$ East a distance of 660.00 feet, thence North $0^{\circ}10'45''$ East a distance of 665.38 feet, thence North $89^{\circ}56'10''$ West a distance of 1320.00 feet thence South $0^{\circ}10'45''$ West a distance of 958.96 feet to the point of beginning, containing 26.9 acres.

This Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors.

James B. Marshall

12-10-98

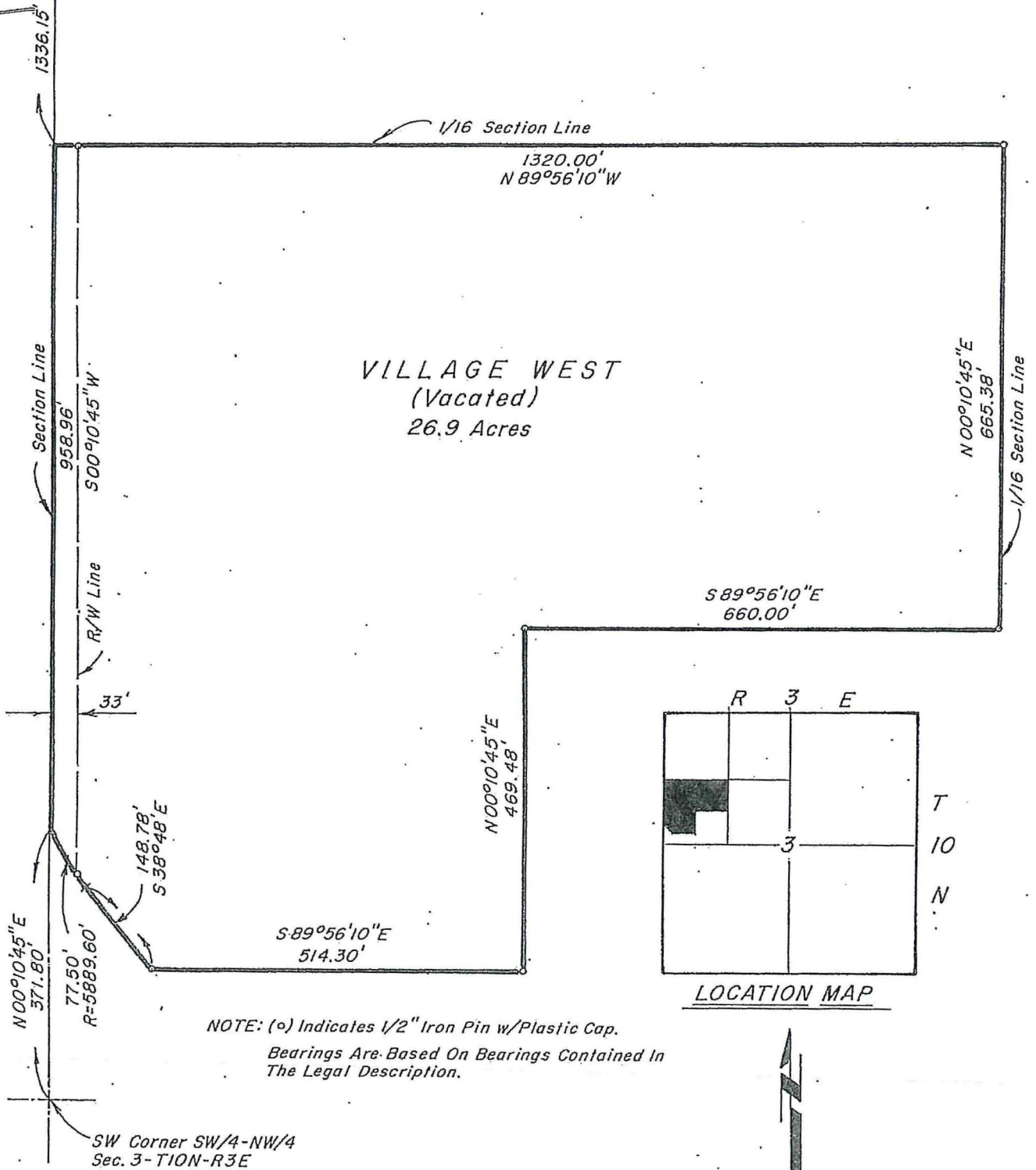
James B. Marshall

Date

Professional Land Surveyor No. LS 113

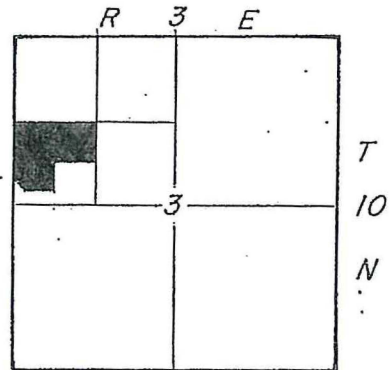
SURVEY PLAT

NW Corner
Sec. 3-T10N-R3E

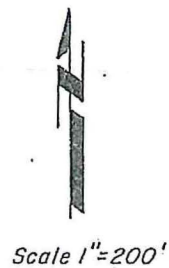


NOTE: (o) Indicates 1/2" Iron Pin w/Plastic Cap.

Bearings Are Based On Bearings Contained In
The Legal Description.



LOCATION MAP



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF SHAWNEE, OKLAHOMA, BY DE-ANNEXING/DETACHING CERTAIN PROPERTY WITHIN THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY; AND PROVIDING FOR SEVERABILITY, CODIFICATION, AND REPEALER; AND DECLARING AND EMERGENCY

WHEREAS, the subject property further described herein was originally annexed into the municipal limits of the City of Shawnee, Oklahoma on June 16, 1980 through Ordinance No. 978NS recorded on Book 706 Page 444;

WHEREAS, the City of Shawnee desires to detach (de-annex) the subject property from the municipal limits of the City.

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

Section 1: **AMENDATORY.** Pursuant to the provisions of applicable law, the following property herein described shall be de-annexed and detached from the City Limits of the City of Shawnee, Oklahoma:

A tract of land beginning at a point 371.8 feet North 0°10'45" East of the Southwest Corner of the Southwest Quarter of the Northwest Quarter (SW/C-SW/4-NW/4) of Section 3, Township 10 North, Range 3 East of the Indian Meridian in Pottawatomie County, Oklahoma, thence Southeasterly on curve to the right having a radius of 5889.6 feet a distance of 77.5 feet, thence South 38°48' East a distance of 148.78 feet, thence South 89°56'10" East a distance of 514.30 feet, thence North 0°10'45" East a distance of 469.48 feet, thence South 89°56'10" East a distance of 660.00 feet, thence North 0°10'45" East a distance of 665.38 feet, thence North 89°56'10" West a distance of 1320.00 feet thence South 0°10'45" West a distance of 958.96 feet to the point of beginning, containing 26.9 acres. (BEG 371.8'N SW/C SW NW SELY226.28' E514.30' N469.48' E660.' N665.' W1320.' S958.96' POB)

Section 2: **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 courts so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 3: **CODIFICATION.** This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 4: **REPEALER.** All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

Section 5: **EMERGENCY.** Because it is necessary for the protection of the public's health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

[Signature page to follow]

PASSED AND APPROVED this 16th day of December, 2019.

RICHARD FINLEY, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Emergency clause separately passed and approved on this 16th day of December, 2019.

RICHARD FINLEY, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 16th day of December, 2019.

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

10.

Meeting Date: 12/16/2019

Properties to COCAA from City

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval to deed the following properties to Central Oklahoma Community Action Agency (COCAA):

- a. 322 North Park Avenue, Shawnee, Oklahoma
- b. 500 South Park Avenue, Shawnee, Oklahoma
- c. 312 South Market Avenue, Shawnee, Oklahoma
- d. 217 South Oklahoma Avenue, Shawnee, Oklahoma
- e. 221 South Oklahoma Avenue, Shawnee, Oklahoma
- f. 223 South Pennsylvania Avenue, Shawnee, Oklahoma
- g. 235 South Pennsylvania Avenue, Shawnee, Oklahoma
- h. 225 South Minnesota Avenue, Shawnee, Oklahoma
- i. 227 South Minnesota Avenue, Shawnee, Oklahoma
- j. 236 South Minnesota Avenue, Shawnee, Oklahoma
- k. 242 South Minnesota Avenue, Shawnee, Oklahoma
- l. 328 South Minnesota Avenue, Shawnee, Oklahoma

Attachments

COCAA Letter

Deeds



Central Oklahoma Community Action Agency

Serving Cleveland, Lincoln, Logan, Payne,
Pottawatomie and Seminole Counties

Administration
405.275.6060

December 12, 2019

Central
Oklahoma
Transit
System (COTS)
405.273.3000

Chance Allison, City Manager
City of Shawnee
16 West 9th Street
Shawnee, OK 74801

Rx for OK
1.800.256.5940

Dear Chance Allison,

Community Resource
Development Offices

Cleveland
405.701.2170
405.434.6100

Lincoln
405.695.1630

Logan
405.466.8249

Payne
405.624.2533

Pottawatomie
405.275.6060

Seminole
405.382.1800

Volunteers
Impacting
People
(VIP)
405.275.7910

I am writing to assure the City of Shawnee that Central Oklahoma Community Action Agency (COCAA) will own the properties in question for donation from the City of Shawnee. COCAA currently owns properties in three counties (Seminole, Pottawatomie and Cleveland) through OFHA acquisitions. COCAA has received all of the real estate through municipal and federal acquisition. The lots we are requesting were donated to the City of Shawnee from Pottawatomie County for the purpose of COCAA building low income housing. Pottawatomie County went through all of their required legal channels contacting their attorney, the local DA, and the State Auditor prior to deeding them to the City of Shawnee.

COCAA will be the 51% owner of the General Partner and will meet all of the criteria for Non-Profit Set-aside funding as established by the Oklahoma Housing Finance Agency and the Internal Revenue Service. Further, the General Partner will solicit competitive bids from local contractors and suppliers to make this a Shawnee Project. COCAA is required to meet state and federal bidding processes. This project fits into Shawnee's long-term plan to bring housing into the downtown area utilizing the utility, street, and sidewalk improvements recently completed by the City. The funding comes from private/public companies as they purchase these tax credits and no government monies will be used from Grants or HUD.

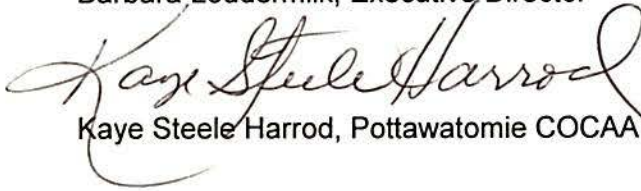
All federally funded Community Actions have the mission to develop and deploy programs that meet the needs of persons living in poverty. The City of Shawnee's properties considered for donation to COCAA and our purchase of the Bank building located on Main and Broadway by COCAA will enable COCAA to develop and provide a minimum of 25 housing units appraised at fair market value for low income families and seniors. I have met with architects designing the prospective bank building design, which also will have emergency shelter rooms for developing a stronger emergency homeless program in our city. The lots that we are requesting from the City are all located in close proximity to our current and future plans for COCAA's corporate offices.

As of today in 2019, COCAA has served 12,865 unduplicated citizens of Pottawatomie County living below or at poverty levels. The City of Shawnee needs additional services and housing for low income citizens. Please give careful consideration to award these properties to our non-profit agency. COCAA's multi-county Board of Directors supports this effort and has voted to move forward with the OFHA-2020 proposal.

Respectfully,

A handwritten signature in black ink, appearing to read "Barbara Loudermilk".

Barbara Loudermilk, Executive Director

A handwritten signature in black ink, appearing to read "Kaye Steele Harrod".

Kaye Steele Harrod, Pottawatomie COCAA Board Member

cc: Chris Reding, COCAA Board Chair, Payne County Commissioner

After Recording Return to:

Chance Allison

P. O. Box 1448

Shawnee, OK 74801

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Shawnee, Oklahoma, party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Central Oklahoma Community Action Agency, an Oklahoma Not For Profit Corporation, 130 North Bell, Shawnee, Oklahoma 74802, party of the second part, the real property and premises located in Pottawatomie County, Oklahoma, as are fully described as follows:

Lots Five (5) and Six (6), Block Seven (7), Amended Plat to the City of Shawnee, Pottawatomie County Oklahoma, according to the recorded plat thereof, with a Property Address of 322 N. Park, Shawnee, OK 74801

together with all the improvements thereon and appurtenances thereunto belonging, subject to rights-of-ways, easements, building and use restrictions and covenants of record, and thereunto belonging; and warrants the title to same.

To have and to hold said described real property and premises and easement unto the said party of the second part, and to their successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made by Grantor, but not otherwise, except for the certain matters listed on Exhibit "A" attached hereto and including those matters listed on Exhibit "B" attached hereto and made a part hereof, which matters continue in full force and effect.

Except for the limited warranty of title set forth in this Special Warranty Deed, Grantor specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, of, as to or concerning (a) the nature, condition or state of repair of the Property, or any portion thereof, (b) any visible or hidden defects in material, workmanship or capacity of the Property, or any portion thereof, (c) the square footage, expenses, operation or any other matter or thing affecting or relating to the Property, (d) the habitability, merchantability or fitness of the Property, or any portion thereof, for a particular purpose, (e) the existence or nonexistence of any Environmental Conditions (herein defined) or Hazardous Materials (herein defined) with respect to the Property or any facilities or operations thereon, or (f) the compliance of the

Property or any activity or operation conducted by any person or entity on or off the Property with Environmental Laws (herein defined).

As used in this Special Warranty Deed, the term "Environment" shall mean soil, surface waters, ground waters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium; the term "Environmental Condition" shall mean any condition with respect to the Environment on or off the Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order or liability to or against Grantor or Grantee by any third party (including, without limitation, any governmental entity), including, without limitation, any condition resulting from the operation of the Property and/or the operation of any business within the Property and/or the operation of the business of any other property owner or operator in the vicinity of the Property and/or any activity or operation formerly conducted by any person or entity on or off the Property; the term "Hazardous Material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Federal Clean Air Act, as amended, or any other federal, state or local Environmental Law, regulation, ordinance, rule or bylaw, whether existing as of the date hereof or previously enforced; and the term "Environmental Law" shall mean any environmental or health and safety related law, regulation, rule, ordinance or bylaw at the federal, state or local level, whether existing as of the date hereof or previously enforced. Grantee represents, warrants, acknowledges and agrees that Grantee has inspected the Property to his satisfaction and all leases, contracts and other information relating to the Property referenced in the preceding paragraph; and such other information as Grantee may have obtained from sources other than Grantor, that Grantee is satisfied with the physical condition of the Property and all other aspects thereof, and that except for the limited warranty of title set forth in this Special Warranty Deed and the limited warranty and covenant set forth in the preceding paragraph, Grantee accepts the Property **"AS IS," "WHERE IS," and "WITH ALL FAULTS."**

IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed to be effective as of this _____ day of December, 2019.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: _____
Chance Allison, City Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this _____ day of December, 2019, personally appeared The City of Shawnee, Oklahoma, by and through its City Manager, Chance Allison to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of The City of Shawnee, Oklahoma as his free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC

Commission _____

Commission Expires: _____

[SEAL]

EXHIBIT "A"
Exceptions to Warranty of Title

Real and personal property ad valorem taxes for 2019 and subsequent years.

Outstanding interests of record in the oil, gas, coal, metallic ores and other minerals in, under and that may be produced from the real estate described on this document, together with all rights, privileges and immunities relating thereto.

Easements, rights-of-way, restrictions, covenants, plats, building set-back lines and other matters of record and not of record.

EXHIBIT "B"
Covenants, Conditions, and Restrictions

Seller imposes the following Covenants, Conditions, and Restrictions which shall be covenants and restrictions that will attach to the Property and will be Covenants, Conditions, and Restrictions that run with the title to the Property:

Buyer shall only use the Property as widely program housing which is affordable community housing and is managed by a not for profit corporation or charitable organization as defined by 18 OKLA. Stat. § 18-851. Buyer shall not convey the Property to any other entity, or third party without the express approval of the Seller.

Subsequent to closing, Buyer shall duly pay and discharge, or cause to be paid or discharged, all taxes, assessments, and other governmental charges imposed upon the Property, as well as all claims for labor, materials, or supplies which if unpaid, might by law become a lien or charge upon the Property.

Buyer, its agents, officers, directors or assigns shall not use the Property for any commercial or business purposes unless it relates to the operation of affordable community housing under a Central Oklahoma Community Action Agency, an Oklahoma Not For Profit Corporation type of project housing.

Buyer, and its successors in interest shall at all times subsequent to the execution of this agreement maintain its 501 (C) non-profit status in the operation of the community housing project.

Buyer, or its successors and assigns agrees and stipulates that if it breaches or violates any of the foregoing conditions and covenants the title to said Property shall ipso facto and immediately revert to and vest in the Seller, or its successors or assigns, or in any corporation to which it may grant reversion, and it, or its successors or assigns, shall be entitled to immediate possession thereof, but said reversion shall not affect any mortgage or liens which in good faith at that time may be existing upon said property or any improvements thereon.

Agreed Hereto by: Central Oklahoma Community Action Agency
 an Oklahoma Not For Profit Corporation

By:_____

After Recording Return to:

Chance Allison

P. O. Box 1448

Shawnee, OK 74801

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Shawnee, Oklahoma, party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Central Oklahoma Community Action Agency, an Oklahoma Not For Profit Corporation, 130 North Bell, Shawnee, Oklahoma 74802, party of the second part, the real property and premises located in Pottawatomie County, Oklahoma, as are fully described as follows:

Lot Twelve (12), Block One Hundred Twenty-Five (125), Amended Plat to the City of Shawnee, Pottawatomie County Oklahoma, according to the recorded plat thereof, with a Property Address of 500 S. Park, Shawnee, OK 74801

together with all the improvements thereon and appurtenances thereunto belonging, subject to rights-of-ways, easements, building and use restrictions and covenants of record, and thereunto belonging; and warrants the title to same.

To have and to hold said described real property and premises and easement unto the said party of the second part, and to their successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made by Grantor, but not otherwise, except for the certain matters listed on Exhibit "A" attached hereto and including those matters listed on Exhibit "B" attached hereto and made a part hereof, which matters continue in full force and effect.

Except for the limited warranty of title set forth in this Special Warranty Deed, Grantor specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, of, as to or concerning (a) the nature, condition or state of repair of the Property, or any portion thereof, (b) any visible or hidden defects in material, workmanship or capacity of the Property, or any portion thereof, (c) the square footage, expenses, operation or any other matter or thing affecting or relating to the Property, (d) the habitability, merchantability or fitness of the Property, or any portion thereof, for a particular purpose, (e) the existence or nonexistence of any Environmental Conditions (herein defined) or Hazardous Materials (herein defined) with respect to the Property or any facilities or operations thereon, or (f) the compliance of the

Property or any activity or operation conducted by any person or entity on or off the Property with Environmental Laws (herein defined).

As used in this Special Warranty Deed, the term "Environment" shall mean soil, surface waters, ground waters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium; the term "Environmental Condition" shall mean any condition with respect to the Environment on or off the Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order or liability to or against Grantor or Grantee by any third party (including, without limitation, any governmental entity), including, without limitation, any condition resulting from the operation of the Property and/or the operation of any business within the Property and/or the operation of the business of any other property owner or operator in the vicinity of the Property and/or any activity or operation formerly conducted by any person or entity on or off the Property; the term "Hazardous Material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Federal Clean Air Act, as amended, or any other federal, state or local Environmental Law, regulation, ordinance, rule or bylaw, whether existing as of the date hereof or previously enforced; and the term "Environmental Law" shall mean any environmental or health and safety related law, regulation, rule, ordinance or bylaw at the federal, state or local level, whether existing as of the date hereof or previously enforced. Grantee represents, warrants, acknowledges and agrees that Grantee has inspected the Property to his satisfaction and all leases, contracts and other information relating to the Property referenced in the preceding paragraph; and such other information as Grantee may have obtained from sources other than Grantor, that Grantee is satisfied with the physical condition of the Property and all other aspects thereof, and that except for the limited warranty of title set forth in this Special Warranty Deed and the limited warranty and covenant set forth in the preceding paragraph, Grantee accepts the Property **"AS IS," "WHERE IS," and "WITH ALL FAULTS."**

IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed to be effective as of this _____ day of December, 2019.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: _____
Chance Allison, City Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this _____ day of December, 2019, personally appeared The City of Shawnee, Oklahoma, by and through its City Manager, Chance Allison to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of The City of Shawnee, Oklahoma as his free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC

Commission _____

Commission Expires: _____

[SEAL]

EXHIBIT "A"
Exceptions to Warranty of Title

Real and personal property ad valorem taxes for 2019 and subsequent years.

Outstanding interests of record in the oil, gas, coal, metallic ores and other minerals in, under and that may be produced from the real estate described on this document, together with all rights, privileges and immunities relating thereto.

Easements, rights-of-way, restrictions, covenants, plats, building set-back lines and other matters of record and not of record.

EXHIBIT "B"
Covenants, Conditions, and Restrictions

Seller imposes the following Covenants, Conditions, and Restrictions which shall be covenants and restrictions that will attach to the Property and will be Covenants, Conditions, and Restrictions that run with the title to the Property:

Buyer shall only use the Property as widely program housing which is affordable community housing and is managed by a not for profit corporation or charitable organization as defined by 18 OKLA. Stat. § 18-851. Buyer shall not convey the Property to any other entity, or third party without the express approval of the Seller.

Subsequent to closing, Buyer shall duly pay and discharge, or cause to be paid or discharged, all taxes, assessments, and other governmental charges imposed upon the Property, as well as all claims for labor, materials, or supplies which if unpaid, might by law become a lien or charge upon the Property.

Buyer, its agents, officers, directors or assigns shall not use the Property for any commercial or business purposes unless it relates to the operation of affordable community housing under a Central Oklahoma Community Action Agency, an Oklahoma Not For Profit Corporation type of project housing.

Buyer, and its successors in interest shall at all times subsequent to the execution of this agreement maintain its 501 (C) non-profit status in the operation of the community housing project.

Buyer, or its successors and assigns agrees and stipulates that if it breaches or violates any of the foregoing conditions and covenants the title to said Property shall ipso facto and immediately revert to and vest in the Seller, or its successors or assigns, or in any corporation to which it may grant reversion, and it, or its successors or assigns, shall be entitled to immediate possession thereof, but said reversion shall not affect any mortgage or liens which in good faith at that time may be existing upon said property or any improvements thereon.

Agreed Hereto by: Central Oklahoma Community Action Agency
 an Oklahoma Not For Profit Corporation

By:_____

After Recording Return to:

Chance Allison

P. O. Box 1448

Shawnee, OK 74801

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Shawnee, Oklahoma, party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Central Oklahoma Community Action Agency, an Oklahoma Not For Profit Corporation, 130 North Bell, Shawnee, Oklahoma 74802, party of the second part, the real property and premises located in Pottawatomie County, Oklahoma, as are fully described as follows:

Lots Eight (8) and Nine (9), Block Ninety-Six (96), Amended Plat to the City of Shawnee, Pottawatomie County Oklahoma, according to the recorded plat thereof, with a Property Address of 312 S. Market St., Shawnee, OK 74801

together with all the improvements thereon and appurtenances thereunto belonging, subject to rights-of-ways, easements, building and use restrictions and covenants of record, and thereunto belonging; and warrants the title to same.

To have and to hold said described real property and premises and easement unto the said party of the second part, and to their successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made by Grantor, but not otherwise, except for the certain matters listed on Exhibit "A" attached hereto and including those matters listed on Exhibit "B" attached hereto and made a part hereof, which matters continue in full force and effect.

Except for the limited warranty of title set forth in this Special Warranty Deed, Grantor specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, of, as to or concerning (a) the nature, condition or state of repair of the Property, or any portion thereof, (b) any visible or hidden defects in material, workmanship or capacity of the Property, or any portion thereof, (c) the square footage, expenses, operation or any other matter or thing affecting or relating to the Property, (d) the habitability, merchantability or fitness of the Property, or any portion thereof, for a particular purpose, (e) the existence or nonexistence of any Environmental Conditions (herein defined) or Hazardous Materials (herein defined) with respect to the Property or any facilities or operations thereon, or (f) the compliance of the

Property or any activity or operation conducted by any person or entity on or off the Property with Environmental Laws (herein defined).

As used in this Special Warranty Deed, the term "Environment" shall mean soil, surface waters, ground waters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium; the term "Environmental Condition" shall mean any condition with respect to the Environment on or off the Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order or liability to or against Grantor or Grantee by any third party (including, without limitation, any governmental entity), including, without limitation, any condition resulting from the operation of the Property and/or the operation of any business within the Property and/or the operation of the business of any other property owner or operator in the vicinity of the Property and/or any activity or operation formerly conducted by any person or entity on or off the Property; the term "Hazardous Material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Federal Clean Air Act, as amended, or any other federal, state or local Environmental Law, regulation, ordinance, rule or bylaw, whether existing as of the date hereof or previously enforced; and the term "Environmental Law" shall mean any environmental or health and safety related law, regulation, rule, ordinance or bylaw at the federal, state or local level, whether existing as of the date hereof or previously enforced. Grantee represents, warrants, acknowledges and agrees that Grantee has inspected the Property to his satisfaction and all leases, contracts and other information relating to the Property referenced in the preceding paragraph; and such other information as Grantee may have obtained from sources other than Grantor, that Grantee is satisfied with the physical condition of the Property and all other aspects thereof, and that except for the limited warranty of title set forth in this Special Warranty Deed and the limited warranty and covenant set forth in the preceding paragraph, Grantee accepts the Property **"AS IS," "WHERE IS," and "WITH ALL FAULTS."**

IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed to be effective as of this _____ day of December, 2019.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: _____
Chance Allison, City Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this _____ day of December, 2019, personally appeared The City of Shawnee, Oklahoma, by and through its City Manager, Chance Allison to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of The City of Shawnee, Oklahoma as his free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC

Commission _____

Commission Expires: _____

[SEAL]

EXHIBIT "A"
Exceptions to Warranty of Title

Real and personal property ad valorem taxes for 2019 and subsequent years.

Outstanding interests of record in the oil, gas, coal, metallic ores and other minerals in, under and that may be produced from the real estate described on this document, together with all rights, privileges and immunities relating thereto.

Easements, rights-of-way, restrictions, covenants, plats, building set-back lines and other matters of record and not of record.

EXHIBIT "B"
Covenants, Conditions, and Restrictions

Seller imposes the following Covenants, Conditions, and Restrictions which shall be covenants and restrictions that will attach to the Property and will be Covenants, Conditions, and Restrictions that run with the title to the Property:

Buyer shall only use the Property as widely program housing which is affordable community housing and is managed by a not for profit corporation or charitable organization as defined by 18 OKLA. Stat. § 18-851. Buyer shall not convey the Property to any other entity, or third party without the express approval of the Seller.

Subsequent to closing, Buyer shall duly pay and discharge, or cause to be paid or discharged, all taxes, assessments, and other governmental charges imposed upon the Property, as well as all claims for labor, materials, or supplies which if unpaid, might by law become a lien or charge upon the Property.

Buyer, its agents, officers, directors or assigns shall not use the Property for any commercial or business purposes unless it relates to the operation of affordable community housing under a Central Oklahoma Community Action Agency, an Oklahoma Not For Profit Corporation type of project housing.

Buyer, and its successors in interest shall at all times subsequent to the execution of this agreement maintain its 501 (C) non-profit status in the operation of the community housing project.

Buyer, or its successors and assigns agrees and stipulates that if it breaches or violates any of the foregoing conditions and covenants the title to said Property shall ipso facto and immediately revert to and vest in the Seller, or its successors or assigns, or in any corporation to which it may grant reversion, and it, or its successors or assigns, shall be entitled to immediate possession thereof, but said reversion shall not affect any mortgage or liens which in good faith at that time may be existing upon said property or any improvements thereon.

Agreed Hereto by: Central Oklahoma Community Action Agency
 an Oklahoma Not For Profit Corporation

By:_____

After Recording Return to:

Chance Allison

P. O. Box 1448

Shawnee, OK 74801

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Shawnee, Oklahoma, party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Central Oklahoma Community Action Agency, an Oklahoma Not For Profit Corporation, 130 North Bell, Shawnee, Oklahoma 74802, party of the second part, the real property and premises located in Pottawatomie County, Oklahoma, as are fully described as follows:

Lots Thirty-Two (32), Thirty-Three (33), and Thirty-Four (34), Block Three (3),
Seminole Addition to the City of Shawnee, Pottawatomie County Oklahoma,
according to the recorded plat thereof, with a Property Address of 217 S.
Oklahoma, Shawnee, OK 74801

together with all the improvements thereon and appurtenances thereunto belonging, subject to rights-of-ways, easements, building and use restrictions and covenants of record, and thereunto belonging; and warrants the title to same.

To have and to hold said described real property and premises and easement unto the said party of the second part, and to their successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made by Grantor, but not otherwise, except for the certain matters listed on Exhibit "A" attached hereto and including those matters listed on Exhibit "B" attached hereto and made a part hereof, which matters continue in full force and effect.

Except for the limited warranty of title set forth in this Special Warranty Deed, Grantor specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, of, as to or concerning (a) the nature, condition or state of repair of the Property, or any portion thereof, (b) any visible or hidden defects in material, workmanship or capacity of the Property, or any portion thereof, (c) the square footage, expenses, operation or any other matter or thing affecting or relating to the Property, (d) the habitability, merchantability or fitness of the Property, or any portion thereof, for a particular purpose, (e) the existence or nonexistence of any Environmental Conditions (herein defined) or Hazardous Materials (herein defined) with respect to the Property or any facilities or operations thereon, or (f) the compliance of the

Property or any activity or operation conducted by any person or entity on or off the Property with Environmental Laws (herein defined).

As used in this Special Warranty Deed, the term "Environment" shall mean soil, surface waters, ground waters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium; the term "Environmental Condition" shall mean any condition with respect to the Environment on or off the Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order or liability to or against Grantor or Grantee by any third party (including, without limitation, any governmental entity), including, without limitation, any condition resulting from the operation of the Property and/or the operation of any business within the Property and/or the operation of the business of any other property owner or operator in the vicinity of the Property and/or any activity or operation formerly conducted by any person or entity on or off the Property; the term "Hazardous Material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Federal Clean Air Act, as amended, or any other federal, state or local Environmental Law, regulation, ordinance, rule or bylaw, whether existing as of the date hereof or previously enforced; and the term "Environmental Law" shall mean any environmental or health and safety related law, regulation, rule, ordinance or bylaw at the federal, state or local level, whether existing as of the date hereof or previously enforced. Grantee represents, warrants, acknowledges and agrees that Grantee has inspected the Property to his satisfaction and all leases, contracts and other information relating to the Property referenced in the preceding paragraph; and such other information as Grantee may have obtained from sources other than Grantor, that Grantee is satisfied with the physical condition of the Property and all other aspects thereof, and that except for the limited warranty of title set forth in this Special Warranty Deed and the limited warranty and covenant set forth in the preceding paragraph, Grantee accepts the Property **"AS IS," "WHERE IS," and "WITH ALL FAULTS."**

IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed to be effective as of this _____ day of December, 2019.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: _____
Chance Allison, City Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this _____ day of December, 2019, personally appeared The City of Shawnee, Oklahoma, by and through its City Manager, Chance Allison to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of The City of Shawnee, Oklahoma as his free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC

Commission _____

Commission Expires: _____

[SEAL]

EXHIBIT "A"
Exceptions to Warranty of Title

Real and personal property ad valorem taxes for 2019 and subsequent years.

Outstanding interests of record in the oil, gas, coal, metallic ores and other minerals in, under and that may be produced from the real estate described on this document, together with all rights, privileges and immunities relating thereto.

Easements, rights-of-way, restrictions, covenants, plats, building set-back lines and other matters of record and not of record.

EXHIBIT "B"
Covenants, Conditions, and Restrictions

Seller imposes the following Covenants, Conditions, and Restrictions which shall be covenants and restrictions that will attach to the Property and will be Covenants, Conditions, and Restrictions that run with the title to the Property:

Buyer shall only use the Property as widely program housing which is affordable community housing and is managed by a not for profit corporation or charitable organization as defined by 18 OKLA. Stat. § 18-851. Buyer shall not convey the Property to any other entity, or third party without the express approval of the Seller.

Subsequent to closing, Buyer shall duly pay and discharge, or cause to be paid or discharged, all taxes, assessments, and other governmental charges imposed upon the Property, as well as all claims for labor, materials, or supplies which if unpaid, might by law become a lien or charge upon the Property.

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Buyer, and its successors in interest shall at all times subsequent to the execution of this agreement maintain its 501 (C) non-profit status in the operation of the community housing project.

Buyer, or its successors and assigns agrees and stipulates that if it breaches or violates any of the foregoing conditions and covenants the title to said Property shall ipso facto and immediately revert to and vest in the Seller, or its successors or assigns, or in any corporation to which it may grant reversion, and it, or its successors or assigns, shall be entitled to immediate possession thereof, but said reversion shall not affect any mortgage or liens which in good faith at that time may be existing upon said property or any improvements thereon.

Agreed Hereto by: Central Oklahoma Community Action Agency
 an Oklahoma Not For Profit Corporation

By:_____

After Recording Return to:

Chance Allison

P. O. Box 1448

Shawnee, OK 74801

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Shawnee, Oklahoma, party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Central Oklahoma Community Action Agency, an Oklahoma Not For Profit Corporation, 130 North Bell, Shawnee, Oklahoma 74802, party of the second part, the real property and premises located in Pottawatomie County, Oklahoma, as are fully described as follows:

Lots Thirty (30) and Thirty-One (31), Block Three (3), Seminole Addition to the City of Shawnee, Pottawatomie County Oklahoma, according to the recorded plat thereof, with a Property Address of 221 S. Oklahoma, Shawnee, OK 74801

together with all the improvements thereon and appurtenances thereunto belonging, subject to rights-of-ways, easements, building and use restrictions and covenants of record, and thereunto belonging; and warrants the title to same.

To have and to hold said described real property and premises and easement unto the said party of the second part, and to their successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made by Grantor, but not otherwise, except for the certain matters listed on Exhibit "A" attached hereto and including those matters listed on Exhibit "B" attached hereto and made a part hereof, which matters continue in full force and effect.

Except for the limited warranty of title set forth in this Special Warranty Deed, Grantor specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, of, as to or concerning (a) the nature, condition or state of repair of the Property, or any portion thereof, (b) any visible or hidden defects in material, workmanship or capacity of the Property, or any portion thereof, (c) the square footage, expenses, operation or any other matter or thing affecting or relating to the Property, (d) the habitability, merchantability or fitness of the Property, or any portion thereof, for a particular purpose, (e) the existence or nonexistence of any Environmental Conditions (herein defined) or Hazardous Materials (herein defined) with respect to the Property or any facilities or operations thereon, or (f) the compliance of the

Property or any activity or operation conducted by any person or entity on or off the Property with Environmental Laws (herein defined).

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IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed to be effective as of this _____ day of December, 2019.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: _____
Chance Allison, City Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this _____ day of December, 2019, personally appeared The City of Shawnee, Oklahoma, by and through its City Manager, Chance Allison to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of The City of Shawnee, Oklahoma as his free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC

Commission _____

Commission Expires: _____

[SEAL]

EXHIBIT "A"
Exceptions to Warranty of Title

Real and personal property ad valorem taxes for 2019 and subsequent years.

Outstanding interests of record in the oil, gas, coal, metallic ores and other minerals in, under and that may be produced from the real estate described on this document, together with all rights, privileges and immunities relating thereto.

Easements, rights-of-way, restrictions, covenants, plats, building set-back lines and other matters of record and not of record.

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Covenants, Conditions, and Restrictions

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Buyer shall only use the Property as widely program housing which is affordable community housing and is managed by a not for profit corporation or charitable organization as defined by 18 OKLA. Stat. § 18-851. Buyer shall not convey the Property to any other entity, or third party without the express approval of the Seller.

Subsequent to closing, Buyer shall duly pay and discharge, or cause to be paid or discharged, all taxes, assessments, and other governmental charges imposed upon the Property, as well as all claims for labor, materials, or supplies which if unpaid, might by law become a lien or charge upon the Property.

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Agreed Hereto by: Central Oklahoma Community Action Agency
 an Oklahoma Not For Profit Corporation

By:_____

After Recording Return to:

Chance Allison

P. O. Box 1448

Shawnee, OK 74801

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Shawnee, Oklahoma, party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Central Oklahoma Community Action Agency, an Oklahoma Not For Profit Corporation, 130 North Bell, Shawnee, Oklahoma 74802, party of the second part, the real property and premises located in Pottawatomie County, Oklahoma, as are fully described as follows:

S20' of lot Six (6) and N15' of Lot Seven (7), Block One (1), Seminole Addition to the City of Shawnee, Pottawatomie County Oklahoma, according to the recorded plat thereof, with a Property Address of 223 S. Pennsylvania, Shawnee, OK 74801

together with all the improvements thereon and appurtenances thereunto belonging, subject to rights-of-ways, easements, building and use restrictions and covenants of record, and thereunto belonging; and warrants the title to same.

To have and to hold said described real property and premises and easement unto the said party of the second part, and to their successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made by Grantor, but not otherwise, except for the certain matters listed on Exhibit "A" attached hereto and including those matters listed on Exhibit "B" attached hereto and made a part hereof, which matters continue in full force and effect.

Except for the limited warranty of title set forth in this Special Warranty Deed, Grantor specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, of, as to or concerning (a) the nature, condition or state of repair of the Property, or any portion thereof, (b) any visible or hidden defects in material, workmanship or capacity of the Property, or any portion thereof, (c) the square footage, expenses, operation or any other matter or thing affecting or relating to the Property, (d) the habitability, merchantability or fitness of the Property, or any portion thereof, for a particular purpose, (e) the existence or nonexistence of any Environmental Conditions (herein defined) or Hazardous Materials (herein defined) with respect to the Property or any facilities or operations thereon, or (f) the compliance of the

Property or any activity or operation conducted by any person or entity on or off the Property with Environmental Laws (herein defined).

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IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed to be effective as of this _____ day of December, 2019.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: _____
Chance Allison, City Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this _____ day of December, 2019, personally appeared The City of Shawnee, Oklahoma, by and through its City Manager, Chance Allison to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of The City of Shawnee, Oklahoma as his free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC

Commission _____

Commission Expires: _____

[SEAL]

EXHIBIT "A"
Exceptions to Warranty of Title

Real and personal property ad valorem taxes for 2019 and subsequent years.

Outstanding interests of record in the oil, gas, coal, metallic ores and other minerals in, under and that may be produced from the real estate described on this document, together with all rights, privileges and immunities relating thereto.

Easements, rights-of-way, restrictions, covenants, plats, building set-back lines and other matters of record and not of record.

EXHIBIT "B"
Covenants, Conditions, and Restrictions

Seller imposes the following Covenants, Conditions, and Restrictions which shall be covenants and restrictions that will attach to the Property and will be Covenants, Conditions, and Restrictions that run with the title to the Property:

Buyer shall only use the Property as widely program housing which is affordable community housing and is managed by a not for profit corporation or charitable organization as defined by 18 OKLA. Stat. § 18-851. Buyer shall not convey the Property to any other entity, or third party without the express approval of the Seller.

Subsequent to closing, Buyer shall duly pay and discharge, or cause to be paid or discharged, all taxes, assessments, and other governmental charges imposed upon the Property, as well as all claims for labor, materials, or supplies which if unpaid, might by law become a lien or charge upon the Property.

Buyer, its agents, officers, directors or assigns shall not use the Property for any commercial or business purposes unless it relates to the operation of affordable community housing under a Central Oklahoma Community Action Agency, an Oklahoma Not For Profit Corporation type of project housing.

Buyer, and its successors in interest shall at all times subsequent to the execution of this agreement maintain its 501 (C) non-profit status in the operation of the community housing project.

Buyer, or its successors and assigns agrees and stipulates that if it breaches or violates any of the foregoing conditions and covenants the title to said Property shall ipso facto and immediately revert to and vest in the Seller, or its successors or assigns, or in any corporation to which it may grant reversion, and it, or its successors or assigns, shall be entitled to immediate possession thereof, but said reversion shall not affect any mortgage or liens which in good faith at that time may be existing upon said property or any improvements thereon.

Agreed Hereto by: Central Oklahoma Community Action Agency
 an Oklahoma Not For Profit Corporation

By: _____

After Recording Return to:

Chance Allison

P. O. Box 1448

Shawnee, OK 74801

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Shawnee, Oklahoma, party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Central Oklahoma Community Action Agency, an Oklahoma Not For Profit Corporation, 130 North Bell, Shawnee, Oklahoma 74802, party of the second part, the real property and premises located in Pottawatomie County, Oklahoma, as are fully described as follows:

Lots Twelve (12) and Thirteen (13), Block One (1), Seminole Addition to the City of Shawnee, Pottawatomie County Oklahoma, according to the recorded plat thereof, with a Property Address of 235 S. Pennsylvania, Shawnee, OK 74801

together with all the improvements thereon and appurtenances thereunto belonging, subject to rights-of-ways, easements, building and use restrictions and covenants of record, and thereunto belonging; and warrants the title to same.

To have and to hold said described real property and premises and easement unto the said party of the second part, and to their successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made by Grantor, but not otherwise, except for the certain matters listed on Exhibit "A" attached hereto and including those matters listed on Exhibit "B" attached hereto and made a part hereof, which matters continue in full force and effect.

Except for the limited warranty of title set forth in this Special Warranty Deed, Grantor specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, of, as to or concerning (a) the nature, condition or state of repair of the Property, or any portion thereof, (b) any visible or hidden defects in material, workmanship or capacity of the Property, or any portion thereof, (c) the square footage, expenses, operation or any other matter or thing affecting or relating to the Property, (d) the habitability, merchantability or fitness of the Property, or any portion thereof, for a particular purpose, (e) the existence or nonexistence of any Environmental Conditions (herein defined) or Hazardous Materials (herein defined) with respect to the Property or any facilities or operations thereon, or (f) the compliance of the

Property or any activity or operation conducted by any person or entity on or off the Property with Environmental Laws (herein defined).

As used in this Special Warranty Deed, the term "Environment" shall mean soil, surface waters, ground waters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium; the term "Environmental Condition" shall mean any condition with respect to the Environment on or off the Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order or liability to or against Grantor or Grantee by any third party (including, without limitation, any governmental entity), including, without limitation, any condition resulting from the operation of the Property and/or the operation of any business within the Property and/or the operation of the business of any other property owner or operator in the vicinity of the Property and/or any activity or operation formerly conducted by any person or entity on or off the Property; the term "Hazardous Material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Federal Clean Air Act, as amended, or any other federal, state or local Environmental Law, regulation, ordinance, rule or bylaw, whether existing as of the date hereof or previously enforced; and the term "Environmental Law" shall mean any environmental or health and safety related law, regulation, rule, ordinance or bylaw at the federal, state or local level, whether existing as of the date hereof or previously enforced. Grantee represents, warrants, acknowledges and agrees that Grantee has inspected the Property to his satisfaction and all leases, contracts and other information relating to the Property referenced in the preceding paragraph; and such other information as Grantee may have obtained from sources other than Grantor, that Grantee is satisfied with the physical condition of the Property and all other aspects thereof, and that except for the limited warranty of title set forth in this Special Warranty Deed and the limited warranty and covenant set forth in the preceding paragraph, Grantee accepts the Property **"AS IS," "WHERE IS," and "WITH ALL FAULTS."**

IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed to be effective as of this _____ day of December, 2019.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: _____
Chance Allison, City Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this _____ day of December, 2019, personally appeared The City of Shawnee, Oklahoma, by and through its City Manager, Chance Allison to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of The City of Shawnee, Oklahoma as his free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC

Commission _____

Commission Expires: _____

[SEAL]

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Agreed Hereto by: Central Oklahoma Community Action Agency
 an Oklahoma Not For Profit Corporation

By:_____

After Recording Return to:

Chance Allison

P. O. Box 1448

Shawnee, OK 74801

SPECIAL WARRANTY DEED

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Lots Twenty-Nine (29) and Thirty (30), Block Two (2), Seminole Addition to the City of Shawnee, Pottawatomie County Oklahoma, according to the recorded plat thereof, with a Property Address of 225 S. Minnesota, Shawnee, OK 74801

together with all the improvements thereon and appurtenances thereunto belonging, subject to rights-of-ways, easements, building and use restrictions and covenants of record, and thereunto belonging; and warrants the title to same.

To have and to hold said described real property and premises and easement unto the said party of the second part, and to their successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made by Grantor, but not otherwise, except for the certain matters listed on Exhibit "A" attached hereto and including those matters listed on Exhibit "B" attached hereto and made a part hereof, which matters continue in full force and effect.

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IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed to be effective as of this _____ day of December, 2019.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: _____
Chance Allison, City Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this _____ day of December, 2019, personally appeared The City of Shawnee, Oklahoma, by and through its City Manager, Chance Allison to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of The City of Shawnee, Oklahoma as his free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC

Commission _____

Commission Expires: _____

[SEAL]

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Agreed Hereto by: Central Oklahoma Community Action Agency
 an Oklahoma Not For Profit Corporation

By: _____

After Recording Return to:

Chance Allison

P. O. Box 1448

Shawnee, OK 74801

SPECIAL WARRANTY DEED

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Lots Twenty-Seven (27) and Twenty-Eight (28), Block Two (2), Seminole Addition to the City of Shawnee, Pottawatomie County Oklahoma, according to the recorded plat thereof, with a Property Address of 227 S. Minnesota, Shawnee, OK 74801

together with all the improvements thereon and appurtenances thereunto belonging, subject to rights-of-ways, easements, building and use restrictions and covenants of record, and thereunto belonging; and warrants the title to same.

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IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed to be effective as of this _____ day of December, 2019.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: _____
Chance Allison, City Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

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NOTARY PUBLIC

Commission _____

Commission Expires: _____

[SEAL]

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Agreed Hereto by: Central Oklahoma Community Action Agency
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After Recording Return to:

Chance Allison

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Shawnee, OK 74801

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The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: _____
Chance Allison, City Manager

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After Recording Return to:

Chance Allison

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SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Shawnee, Oklahoma, party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Central Oklahoma Community Action Agency, an Oklahoma Not For Profit Corporation, 130 North Bell, Shawnee, Oklahoma 74802, party of the second part, the real property and premises located in Pottawatomie County, Oklahoma, as are fully described as follows:

Lots Fourteen (14) and Fifteen (15), Block Three (3), Seminole Addition to the City of Shawnee, Pottawatomie County Oklahoma, according to the recorded plat thereof, with a Property Address of 242 S. Minnesota, Shawnee, OK 74801

together with all the improvements thereon and appurtenances thereunto belonging, subject to rights-of-ways, easements, building and use restrictions and covenants of record, and thereunto belonging; and warrants the title to same.

To have and to hold said described real property and premises and easement unto the said party of the second part, and to their successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made by Grantor, but not otherwise, except for the certain matters listed on Exhibit "A" attached hereto and including those matters listed on Exhibit "B" attached hereto and made a part hereof, which matters continue in full force and effect.

Except for the limited warranty of title set forth in this Special Warranty Deed, Grantor specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, of, as to or concerning (a) the nature, condition or state of repair of the Property, or any portion thereof, (b) any visible or hidden defects in material, workmanship or capacity of the Property, or any portion thereof, (c) the square footage, expenses, operation or any other matter or thing affecting or relating to the Property, (d) the habitability, merchantability or fitness of the Property, or any portion thereof, for a particular purpose, (e) the existence or nonexistence of any Environmental Conditions (herein defined) or Hazardous Materials (herein defined) with respect to the Property or any facilities or operations thereon, or (f) the compliance of the

Property or any activity or operation conducted by any person or entity on or off the Property with Environmental Laws (herein defined).

As used in this Special Warranty Deed, the term "Environment" shall mean soil, surface waters, ground waters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium; the term "Environmental Condition" shall mean any condition with respect to the Environment on or off the Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order or liability to or against Grantor or Grantee by any third party (including, without limitation, any governmental entity), including, without limitation, any condition resulting from the operation of the Property and/or the operation of any business within the Property and/or the operation of the business of any other property owner or operator in the vicinity of the Property and/or any activity or operation formerly conducted by any person or entity on or off the Property; the term "Hazardous Material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Federal Clean Air Act, as amended, or any other federal, state or local Environmental Law, regulation, ordinance, rule or bylaw, whether existing as of the date hereof or previously enforced; and the term "Environmental Law" shall mean any environmental or health and safety related law, regulation, rule, ordinance or bylaw at the federal, state or local level, whether existing as of the date hereof or previously enforced. Grantee represents, warrants, acknowledges and agrees that Grantee has inspected the Property to his satisfaction and all leases, contracts and other information relating to the Property referenced in the preceding paragraph; and such other information as Grantee may have obtained from sources other than Grantor, that Grantee is satisfied with the physical condition of the Property and all other aspects thereof, and that except for the limited warranty of title set forth in this Special Warranty Deed and the limited warranty and covenant set forth in the preceding paragraph, Grantee accepts the Property **"AS IS," "WHERE IS," and "WITH ALL FAULTS."**

IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed to be effective as of this _____ day of December, 2019.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: _____
Chance Allison, City Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this _____ day of December, 2019, personally appeared The City of Shawnee, Oklahoma, by and through its City Manager, Chance Allison to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of The City of Shawnee, Oklahoma as his free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC

Commission _____

Commission Expires: _____

[SEAL]

EXHIBIT "A"
Exceptions to Warranty of Title

Real and personal property ad valorem taxes for 2019 and subsequent years.

Outstanding interests of record in the oil, gas, coal, metallic ores and other minerals in, under and that may be produced from the real estate described on this document, together with all rights, privileges and immunities relating thereto.

Easements, rights-of-way, restrictions, covenants, plats, building set-back lines and other matters of record and not of record.

EXHIBIT "B"
Covenants, Conditions, and Restrictions

Seller imposes the following Covenants, Conditions, and Restrictions which shall be covenants and restrictions that will attach to the Property and will be Covenants, Conditions, and Restrictions that run with the title to the Property:

Buyer shall only use the Property as widely program housing which is affordable community housing and is managed by a not for profit corporation or charitable organization as defined by 18 OKLA. Stat. § 18-851. Buyer shall not convey the Property to any other entity, or third party without the express approval of the Seller.

Subsequent to closing, Buyer shall duly pay and discharge, or cause to be paid or discharged, all taxes, assessments, and other governmental charges imposed upon the Property, as well as all claims for labor, materials, or supplies which if unpaid, might by law become a lien or charge upon the Property.

Buyer, its agents, officers, directors or assigns shall not use the Property for any commercial or business purposes unless it relates to the operation of affordable community housing under a Central Oklahoma Community Action Agency, an Oklahoma Not For Profit Corporation type of project housing.

Buyer, and its successors in interest shall at all times subsequent to the execution of this agreement maintain its 501 (C) non-profit status in the operation of the community housing project.

Buyer, or its successors and assigns agrees and stipulates that if it breaches or violates any of the foregoing conditions and covenants the title to said Property shall ipso facto and immediately revert to and vest in the Seller, or its successors or assigns, or in any corporation to which it may grant reversion, and it, or its successors or assigns, shall be entitled to immediate possession thereof, but said reversion shall not affect any mortgage or liens which in good faith at that time may be existing upon said property or any improvements thereon.

Agreed Hereto by: Central Oklahoma Community Action Agency
 an Oklahoma Not For Profit Corporation

By:_____

After Recording Return to:

Chance Allison

P. O. Box 1448

Shawnee, OK 74801

SPECIAL WARRANTY DEED

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together with all the improvements thereon and appurtenances thereunto belonging, subject to rights-of-ways, easements, building and use restrictions and covenants of record, and thereunto belonging; and warrants the title to same.

To have and to hold said described real property and premises and easement unto the said party of the second part, and to their successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made by Grantor, but not otherwise, except for the certain matters listed on Exhibit "A" attached hereto and including those matters listed on Exhibit "B" attached hereto and made a part hereof, which matters continue in full force and effect.

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IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed to be effective as of this _____ day of December, 2019.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: _____
Chance Allison, City Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this _____ day of December, 2019, personally appeared The City of Shawnee, Oklahoma, by and through its City Manager, Chance Allison to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of The City of Shawnee, Oklahoma as his free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC

Commission _____

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[SEAL]

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Buyer, and its successors in interest shall at all times subsequent to the execution of this agreement maintain its 501 (C) non-profit status in the operation of the community housing project.

Buyer, or its successors and assigns agrees and stipulates that if it breaches or violates any of the foregoing conditions and covenants the title to said Property shall ipso facto and immediately revert to and vest in the Seller, or its successors or assigns, or in any corporation to which it may grant reversion, and it, or its successors or assigns, shall be entitled to immediate possession thereof, but said reversion shall not affect any mortgage or liens which in good faith at that time may be existing upon said property or any improvements thereon.

Agreed Hereto by: Central Oklahoma Community Action Agency
 an Oklahoma Not For Profit Corporation

By:_____

Regular Board of Commissioners

11.

Meeting Date: 12/16/2019

Surplus Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution to declare real property located at 518 South Beard Street, known as Fire Station No. 4, AP Block 123 N50' Lots 14 thru 17, as surplus property, authorizing staff to solicit sealed bids to sell the property and set a minimum bid.

Attachments

Memo

Resolution



16 West 9th Street
P (405) 878-1671 | F (405) 878-1618



ADMINISTRATION

Rodney Foster, Fire Chief
(405) 878-1556
Andy Starkey, Deputy Fire Chief
(405) 214-5005

Dani Turner, Administrative Assistant
(405) 878-1671

DATE: December 16, 2019
TO: Major and Commissioners
FROM: Rodney Foster, Fire Chief
SUBJECT: Fire Station 4 Surplus—518 South Beard, Shawnee, OK, 74801

The City respectfully seeks permission to surplus the previous Fire Station 4 building addressed 518 South Beard, parcel AP BLK 123 N50' LOTS 14 THRU 17. Fire Station 4 has become dilapidated and is falling into disrepair. Currently, Fire Station 1 attached to City Hall adequately serves the coverage area Fire Station 4 previously served. Based on future strategic needs, the fire department concludes the facility and its location is no longer of use to the organization. The proceeds from the sale of the surplus property will be returned to the fire department budget to support department operations. Thank you for your consideration for this resolution.

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED AT 518 SOUTH BEARD STREET, AP BLOCK 123 N50' LOTS 14 THRU 17, SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID PROPERTY; AND AUTHORIZING STAFF TO ADVERTISE FOR SEALED BIDS FOR THE SALE OF SAID PROPERTY.

WHEREAS, the City of Shawnee owns the following property:

518 South Beard Street, AP Block 123 N50' Lots 14 thru 17, subject to existing zoning ordinances, rights-of-ways, encroachments that a survey may reveal and easements of record and less and except all oil, gas and minerals and oil, gas and mineral rights therein and thereunder;

WHEREAS, this property is no longer needed and surplus to the City of Shawnee; and

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

That the above-described property is hereby declared to be surplus and no longer needed for city purposes.

That city staff is hereby authorized to proceed with advertising for sealed bids for the sale of said property located at 518 South Beard Street, AP Block 123 N50' Lots 14 thru 17, subject to existing zoning ordinances, rights-of-ways, encroachments that a survey may reveal and easements of record and less and except all oil, gas and minerals and oil, gas and mineral rights therein and thereunder. The City of Shawnee reserves the right to reject any and all bids. All funds received from sale of said property will be allocated to the City of Shawnee General Fund to be used for support of Shawnee Fire Department operations.

PASSED AND APPROVED this ____ day of ____, ____.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

12.

Meeting Date: 12/16/2019

Sales Tax and Budget Report

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge monthly Sales Tax and Budget Report.

Attachments

Sales Tax Report

Budget Report



Date: December 16, 2019
To: Honorable Mayor and City Commissioners
From: Ashley Neel, CPA, Finance Director and City Treasurer
Subject: December 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 December consist of November estimates and October final reported collections. Any taxes collected for months prior to October will include accrued late penalties and interest.

Sales Tax Collection Allocated by Fund:

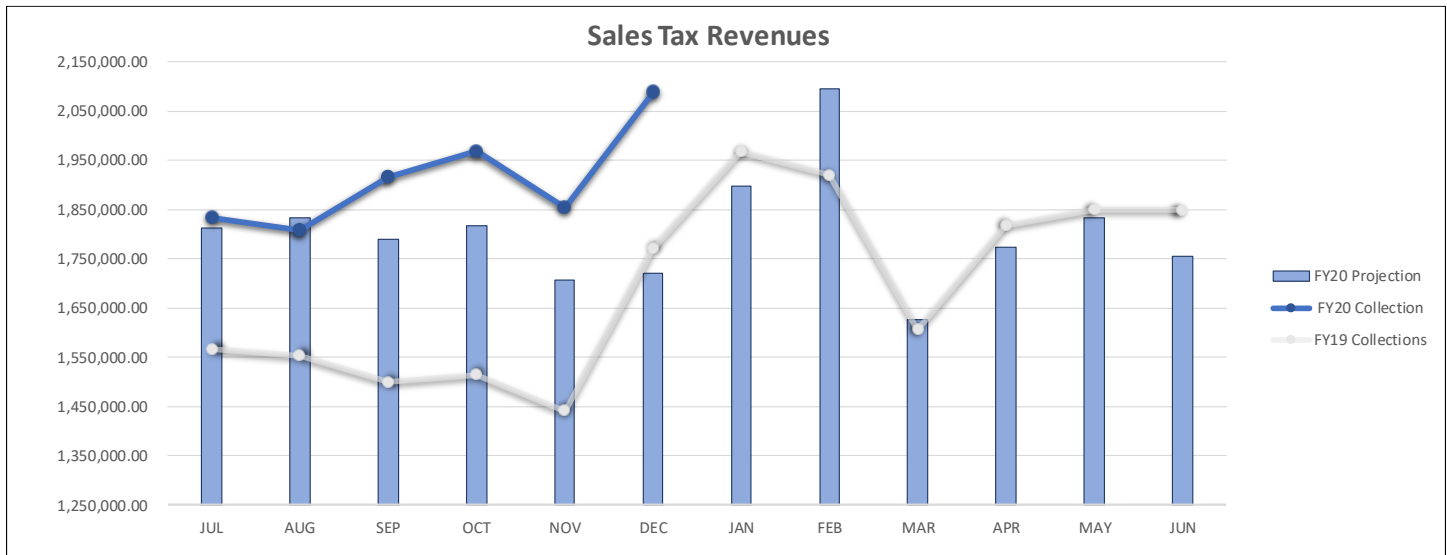
The December sales tax deposit was \$2,089,515.56, including interest of \$2,101.36, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,194,008.90
2018 Capital Improvements Fund	298,502.22
Capital Improvements Fund	231,339.23
Street Improvements Fund	261,189.44
Economic Development Fund	29,850.23
Police Sales Tax Fund	37,312.77
Fire Sales Tax Fund	<u>37,312.77</u>
Total Sales Taxes Collected	<u>\$ 2,089,515.56</u>

Finance Department Report:

Sales and use tax collections totaled \$2,274,557.35 for November 2019. The overall budgeted increase for both sales and use tax collections for FY 2020 was a modest 0.75% based on conservative estimates of historical trends. For the year, sales tax collections are up \$790,606, or 7.40%, over the projected budget year-to-date. Use tax collections are up approximately \$422,032, or 49.88%, over the projected budget year-to-date.

Fiscal Year 2020 Sales Tax Collections and Performance:

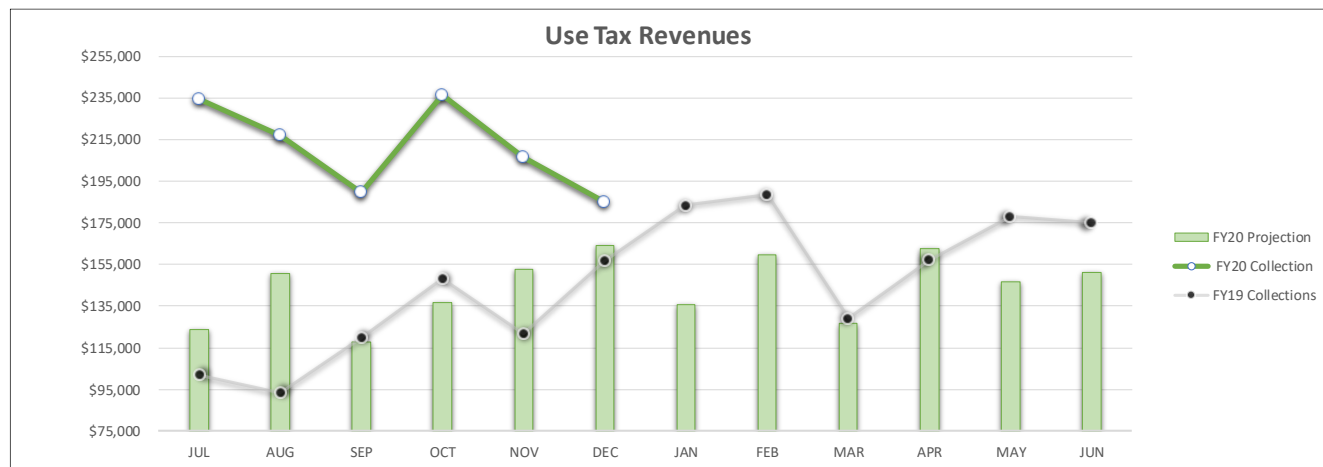


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts (December 2019):	\$ 1,720,519	\$ 2,089,516	\$ 368,997	21.45%
Sales Tax Receipts (year-to-date):	\$ 10,678,279	\$ 11,468,884	\$ 790,606	7.40%

	December 2019	December 2018	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,089,516	\$ 1,772,249	\$ 317,267	17.90%

	Year To Date FY 2020	Year To Date FY 2019	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 11,468,884	\$ 9,346,039	\$ 2,122,845	22.71%

Fiscal Year 2020 Use Tax Collections and Performance:



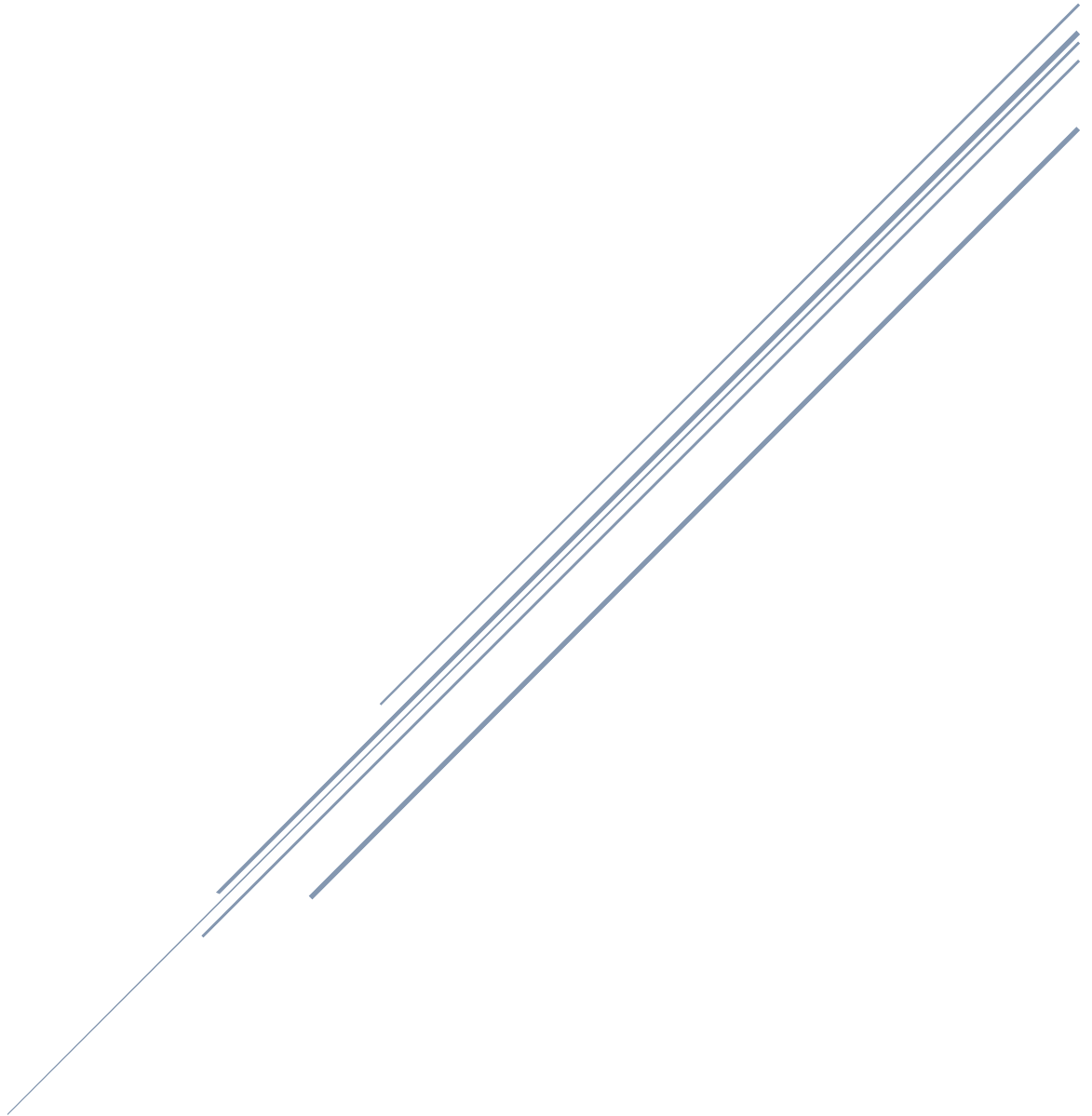
	<u>Projected Budget</u>	<u>Actual</u>	<u>Amount Variance</u>	<u>Percentage Variance</u>
Use Tax Receipts (December 2019):	\$ 164,219	\$ 185,042	\$ 20,822	12.68%
Use Tax Receipts (year-to-date):	\$ 846,125	\$ 1,268,157	\$ 422,032	49.88%

	<u>December 2019</u>	<u>December 2018</u>	<u>Amount Variance</u>	<u>Percentage Variance</u>
Use Tax Receipts (vs Prior Year):	\$ 185,042	\$ 156,823	\$ 28,219	17.99%

	<u>Year To Date FY 2020</u>	<u>Year To Date FY 2019</u>	<u>Amount Variance</u>	<u>Percentage Variance</u>
Use Tax Receipts (vs Prior Year):	\$ 1,268,157	\$ 742,209	\$ 525,948	70.86%

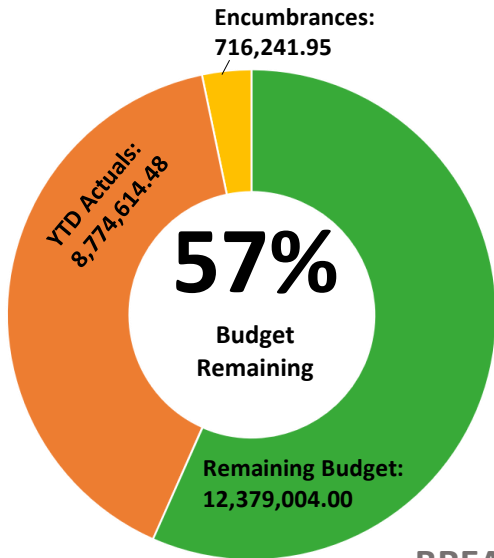
NOVEMBER BUDGET REPORT*

Prepared by:
City of Shawnee Finance Department

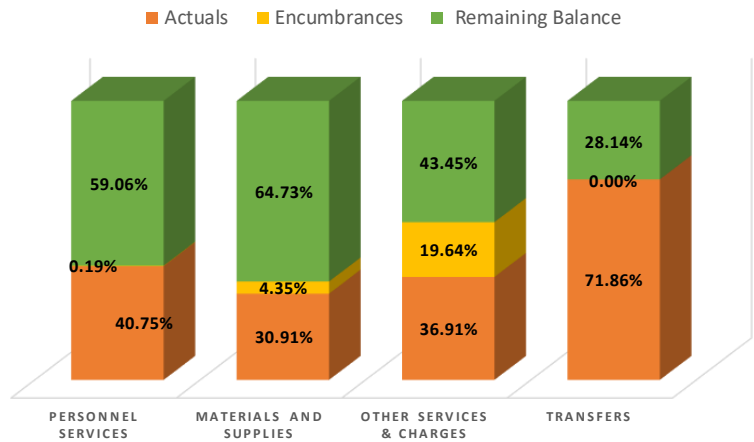


*Reflects all transactions and allocations recorded as of December 9th.

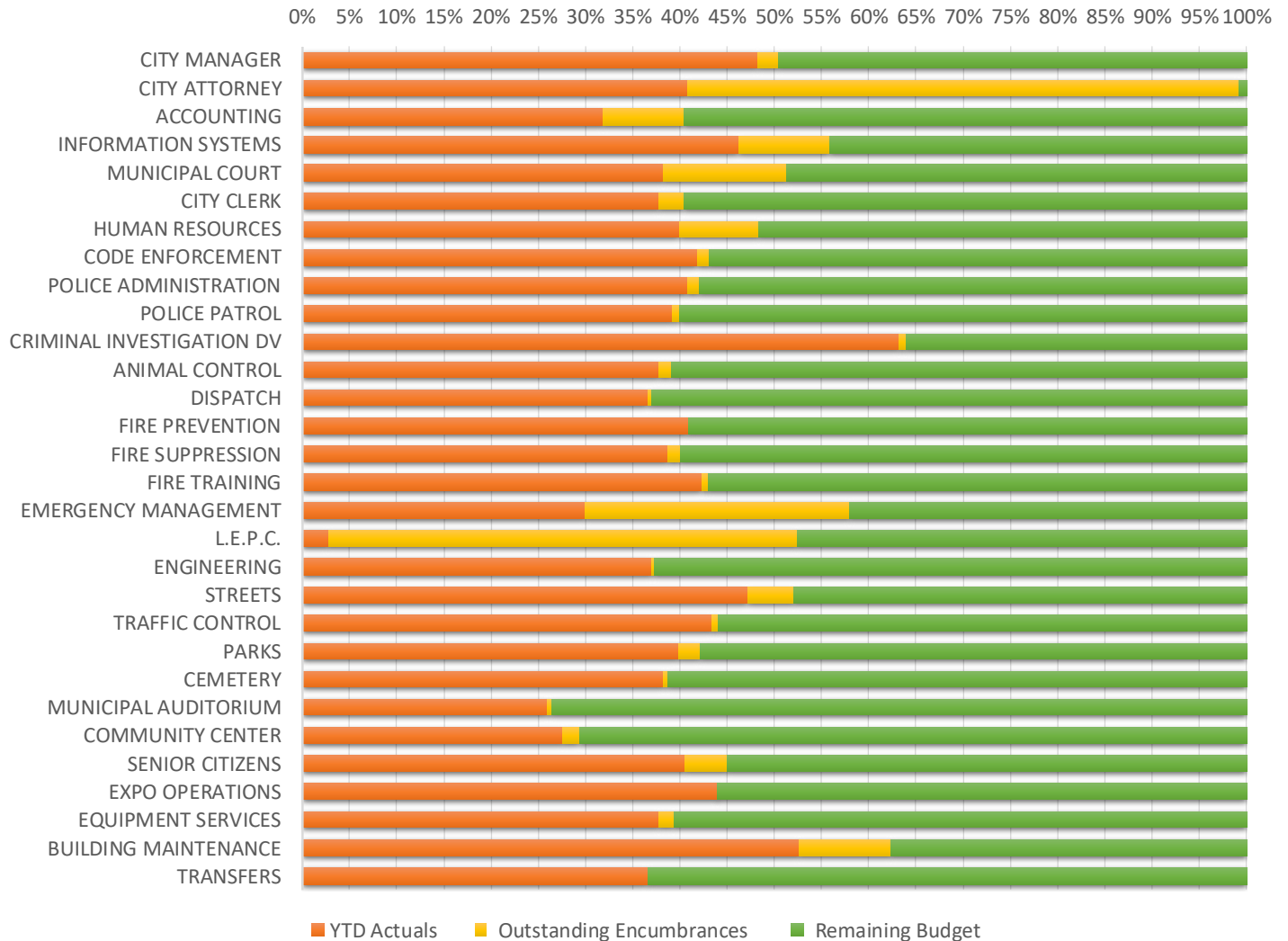
General Fund



BREAKDOWN BY ACCOUNT GROUP



BREAKDOWN BY DEPARTMENT



Total Number of Budgeted Positions: 213

General Fund cont.

Numbers Behind the Graphs

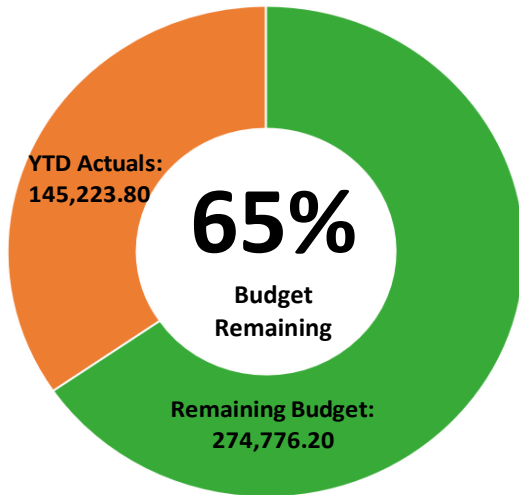
Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Transfers	Total
YTD Actuals	6,940,654.27	425,178.80	1,139,781.41	269,000.00	8,774,614.48
Encumbrances	31,622.75	59,892.69	606,360.31	-	697,875.75
Remaining Budget	10,059,748.67	890,381.02	1,341,880.67	105,359.84	12,397,370.20
Total Budget	\$ 17,032,025.69	\$ 1,375,452.51	\$ 3,088,022.39	\$ 374,359.84	\$ 21,869,860.43

Breakdown by Department

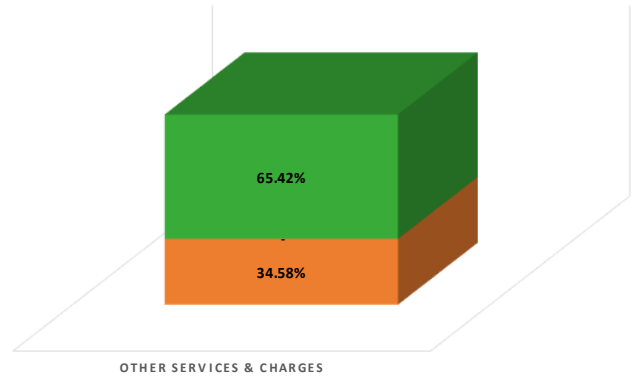
Department	YTD Actuals	Encumbrances	Remaining Budget	Total Budget
City Manager	244,850.63	10,741.31	251,346.01	506,937.95
City Attorney	61,113.80	87,775.00	1,111.20	150,000.00
Accounting	194,650.78	51,676.99	363,583.20	609,910.97
Information Systems	191,132.54	39,474.00	182,445.96	413,052.50
Municipal Court	134,940.64	45,804.00	171,319.26	352,063.90
City Clerk	90,834.97	6,266.98	143,460.90	240,562.85
Human Resources	98,816.76	20,707.88	127,724.73	247,249.37
Code Enforcement	315,624.72	9,845.94	429,409.66	754,880.32
Police Administration	201,903.78	6,106.20	286,748.26	494,758.24
Police Patrol	2,180,712.31	39,822.28	3,345,457.12	5,565,991.71
Criminal Investigation Division	421,451.44	4,709.67	240,262.97	666,424.08
Animal Control	66,655.89	2,267.93	107,264.14	176,187.96
Dispatch	285,220.51	2,702.26	491,307.13	779,229.90
Fire Prevention	255,866.65	300.00	369,814.45	625,981.10
Fire Suppression	1,927,819.34	69,133.75	2,983,335.78	4,980,288.87
Fire Training	74,935.43	1,303.03	100,889.39	177,127.85
Emergency Management	152,432.21	142,875.45	213,803.58	509,111.24
L.E.P.C.	100.00	1,771.46	1,699.94	3,571.40
Engineering	145,494.68	997.75	246,472.83	392,965.26
Streets	338,302.53	34,872.09	343,903.63	717,078.25
Traffic Control	99,898.51	1,791.86	128,690.86	230,381.23
Parks	362,522.44	20,914.22	526,110.19	909,546.85
Cemetery	78,095.96	1,063.65	124,927.15	204,086.76
Municipal Auditorium	13,471.50	248.08	38,313.22	52,032.80
Community Center	10,845.68	675.00	27,758.57	39,279.25
Senior Citizens	24,867.21	2,738.97	33,673.07	61,279.25
Expo Operations	236,454.43	-	300,903.52	537,357.95
Equipment Services	84,944.56	3,584.24	136,388.09	224,916.89
Building Maintenance	34,376.26	6,311.29	24,558.34	65,245.89
Transfers Out	432,558.33	-	749,801.51	1,182,359.84
Shared Costs (Allocated)	13,719.99	80,406.97	(94,126.96)	-
Total	8,774,614.48	696,888.25	12,398,357.70	21,869,860.43

Street & Alley Fund

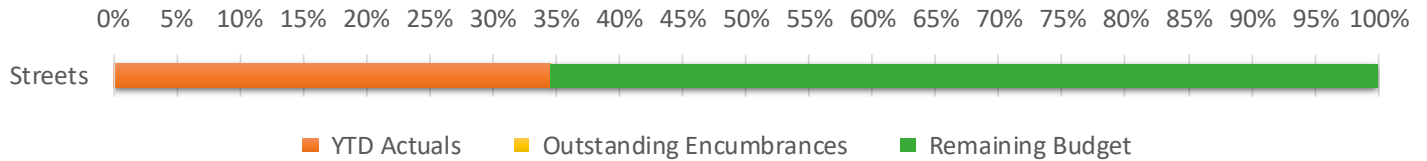


BREAKDOWN BY ACCOUNT GROUP

YTD Actuals Encumbrances Remaining Balance



BREAKDOWN BY DEPARTMENT



Numbers Behind the Graphs

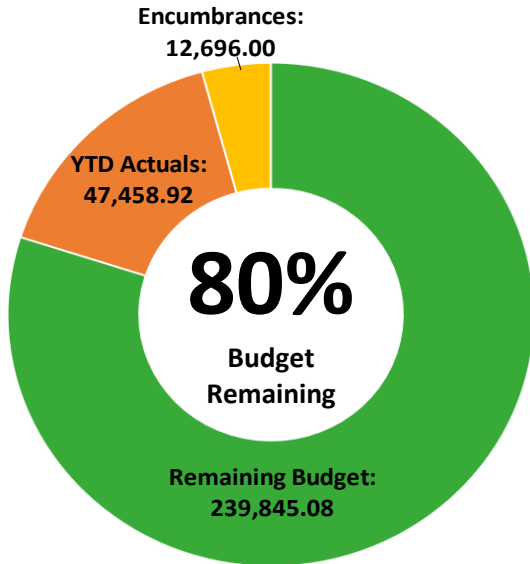
Breakdown by Account Group

	Other Services & Charges	Total
YTD Actuals	145,223.80	\$ 145,223.80
Encumbrances	-	\$ -
Remaining Budget	274,776.20	\$ 274,776.20
Total Budget	\$ 420,000.00	\$ 420,000.00

Breakdown by Department

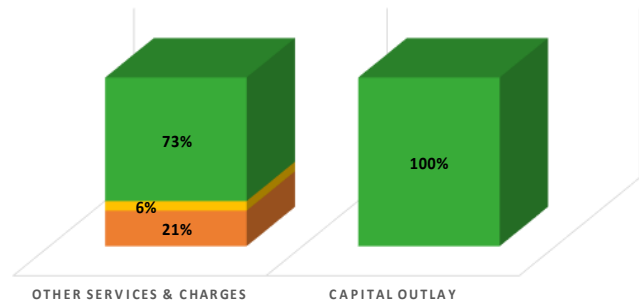
Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Streets	145,223.80	-	274,776.20	\$ 420,000.00
Total	\$ 145,223.80	\$ -	\$ 274,776.20	\$ 420,000.00

E-911 Fund

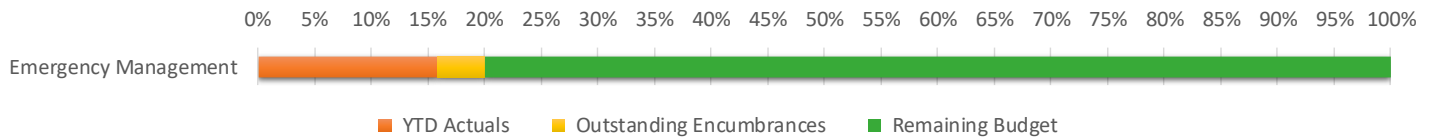


BREAKDOWN BY ACCOUNT GROUP

YTD Actuals Encumbrances Remaining Balance



BREAKDOWN BY DEPARTMENT



Numbers Behind the Graphs

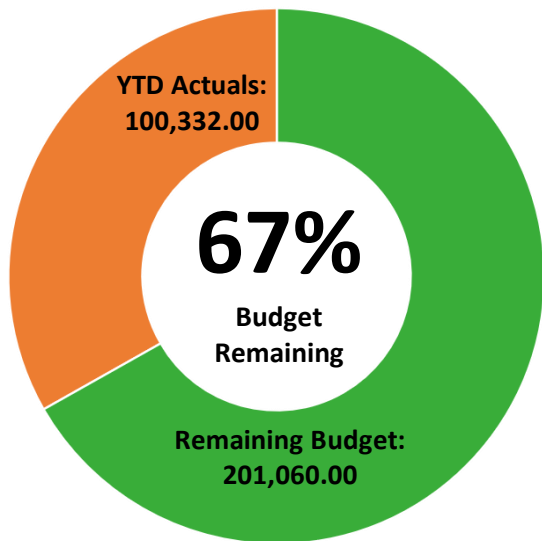
Breakdown by Account Group

	Other Services & Charges	Capital Outlay	Total
YTD Actuals	47,458.92	-	\$ 47,458.92
Encumbrances	12,696.00	-	\$ 12,696.00
Remaining Budget	164,845.08	75,000.00	\$ 239,845.08
Total Budget	\$ 225,000.00	\$ 75,000.00	\$ 300,000.00

Breakdown by Department

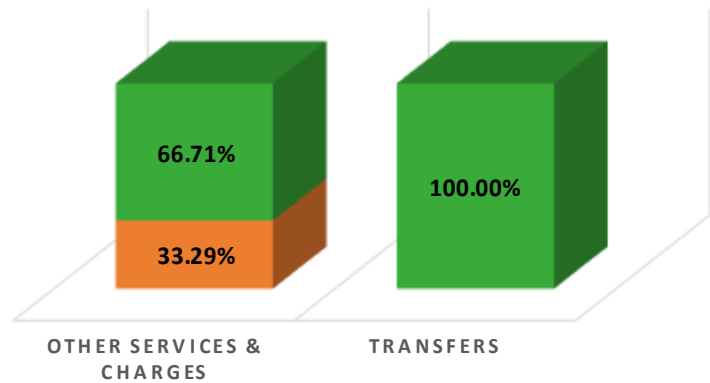
Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Emergency Management	47,458.92	12,696.00	239,845.08	\$ 300,000.00
Total	\$ 47,458.92	\$ 12,696.00	\$ 239,845.08	\$ 300,000.00

Economic Development Fund

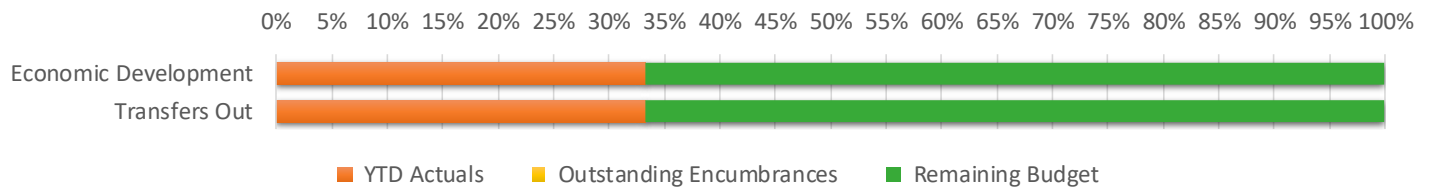


BREAKDOWN BY ACCOUNT GROUP

YTD Actuals Encumbrances Remaining Balance



BREAKDOWN BY DEPARTMENT



Numbers Behind the Graphs

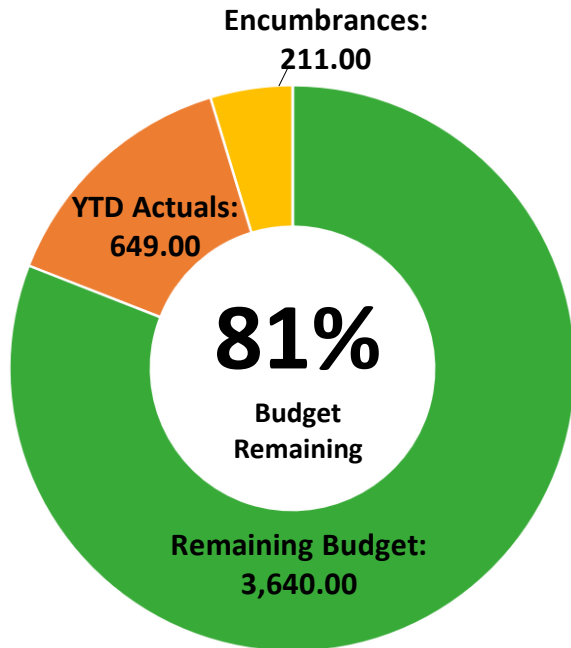
Breakdown by Account Group

	Other Services & Charges	Transfers	Total
YTD Actuals	95,332.00	5,000.00	\$ 100,332.00
Encumbrances	-	-	\$ -
Remaining Budget	191,060.00	10,000.00	\$ 201,060.00
Total Budget	\$ 286,392.00	\$ 15,000.00	\$ 301,392.00

Breakdown by Department

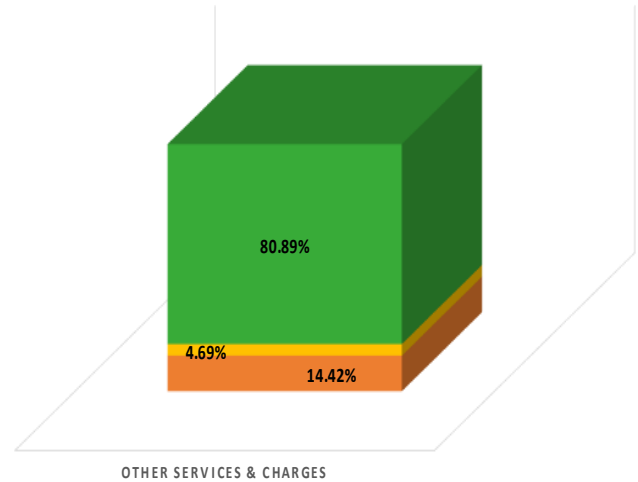
Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Economic Development	95,332.00	-	191,060.00	\$ 286,392.00
Transfers Out	5,000.00	-	10,000.00	\$ 15,000.00
Total	\$ 100,332.00	\$ -	\$ 201,060.00	\$ 301,392.00

Spay/Neuter Fund

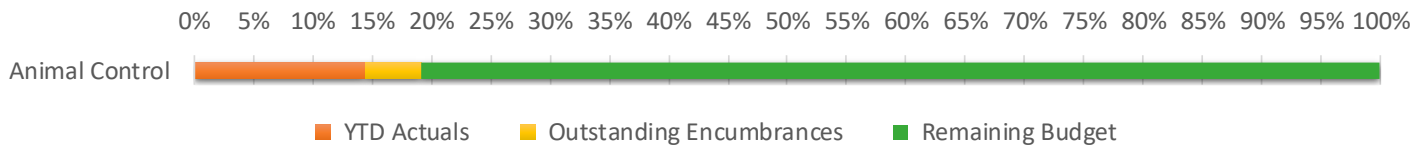


BREAKDOWN BY ACCOUNT GROUP

YTD Actuals Encumbrances Remaining Balance



BREAKDOWN BY DEPARTMENT



Numbers Behind the Graphs

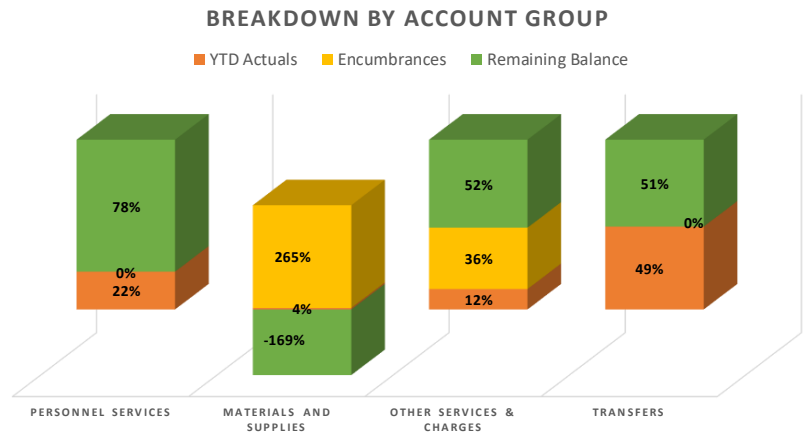
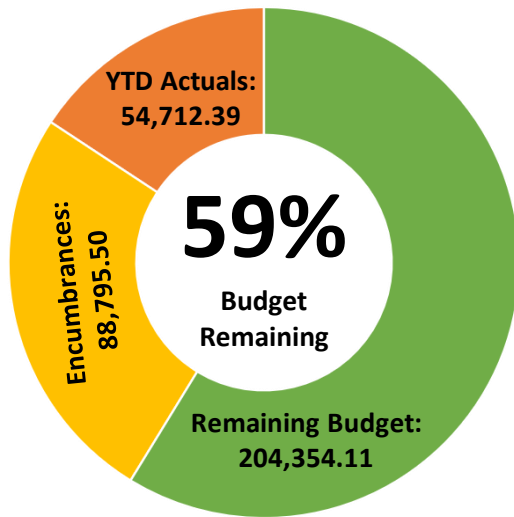
Breakdown by Account Group

	Other Services & Charges	Total
YTD Actuals	649.00	\$ 649.00
Encumbrances	211.00	\$ 211.00
Remaining Budget	3,640.00	\$ 3,640.00
Total Budget	\$ 4,500.00	\$ 4,500.00

Breakdown by Department

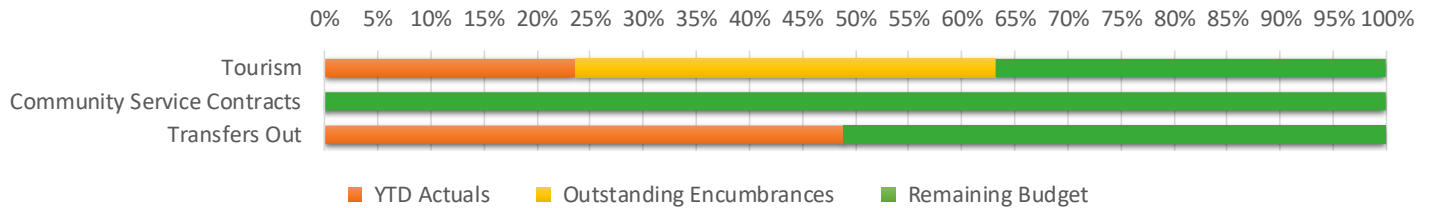
Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Animal Control	649.00	211.00	3,640.00	\$ 4,500.00
Total	\$ 649.00	\$ 211.00	\$ 3,640.00	\$ 4,500.00

Hotel/Motel Surcharge Fund



*Materials and Supplies is currently overbudget; however, the department as a whole is still under budget.

BREAKDOWN BY DEPARTMENT



Total Number of Budgeted Positions: 1

Numbers Behind the Graphs

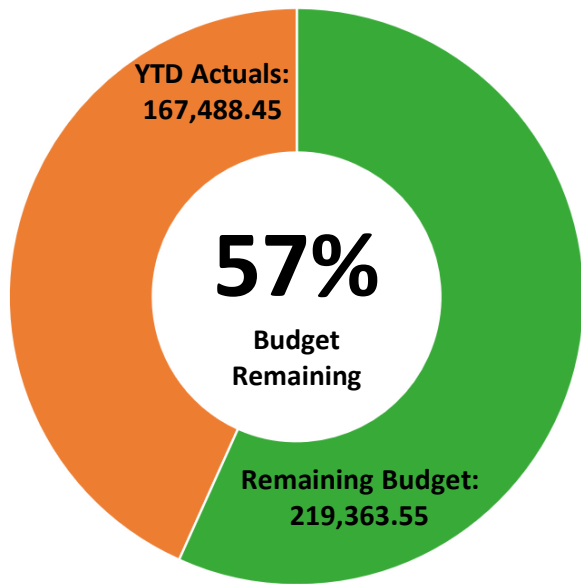
Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Transfers	Total
YTD Actuals	24,838.75	87.07	27,591.33	2,195.24	\$ 54,712.39
Encumbrances	-	5,836.77	82,958.73	-	\$ 88,795.50
Remaining Budget	86,823.25	(3,723.84)	118,949.94	2,304.76	\$ 204,354.11
Total Budget	\$ 111,662.00	\$ 2,200.00	\$ 229,500.00	\$ 4,500.00	\$ 347,862.00

Breakdown by Department

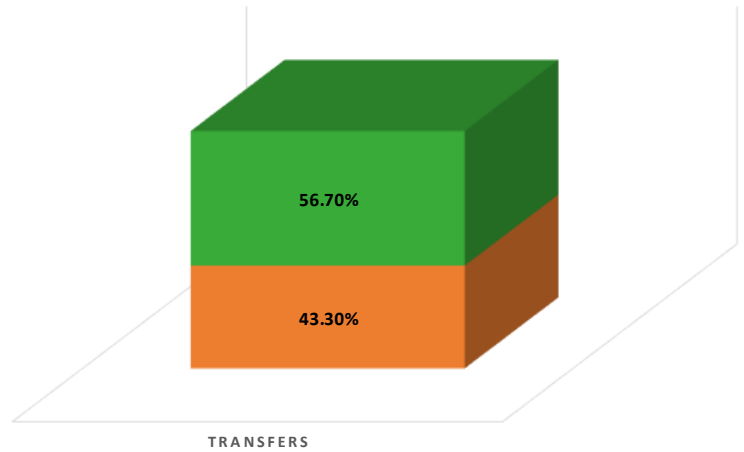
Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Tourism	52,517.15	88,795.50	82,049.35	\$ 223,362.00
Community Service Contracts	-	-	120,000.00	\$ 120,000.00
Transfers Out	2,195.24	-	2,304.76	\$ 4,500.00
Total	\$ 54,712.39	\$ 88,795.50	\$ 204,354.11	\$ 347,862.00

Police Sales Tax Fund

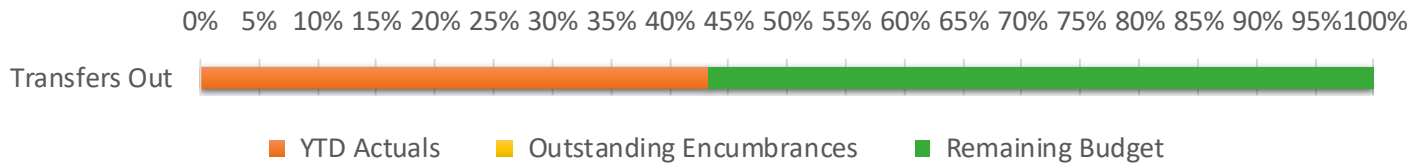


BREAKDOWN BY ACCOUNT GROUP

YTD Actuals Encumbrances Remaining Balance



BREAKDOWN BY DEPARTMENT



Numbers Behind the Graphs

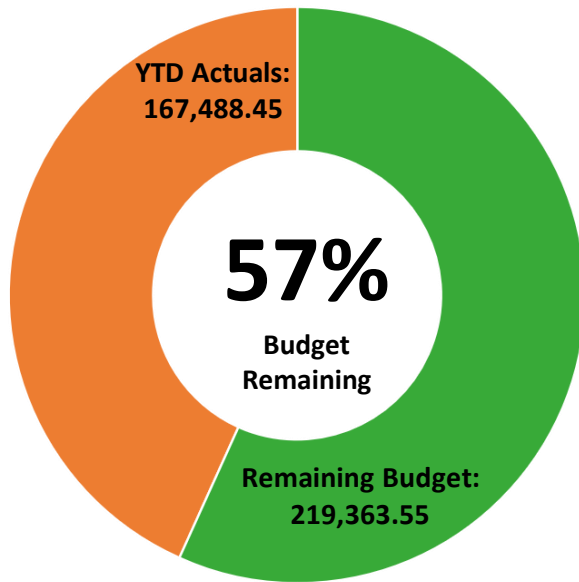
Breakdown by Account Group

	Transfers	Total
YTD Actuals	167,488.45	\$ 167,488.45
Encumbrances	-	\$ -
Remaining Budget	219,363.55	\$ 219,363.55
Total Budget	\$ 386,852.00	\$ 386,852.00

Breakdown by Department

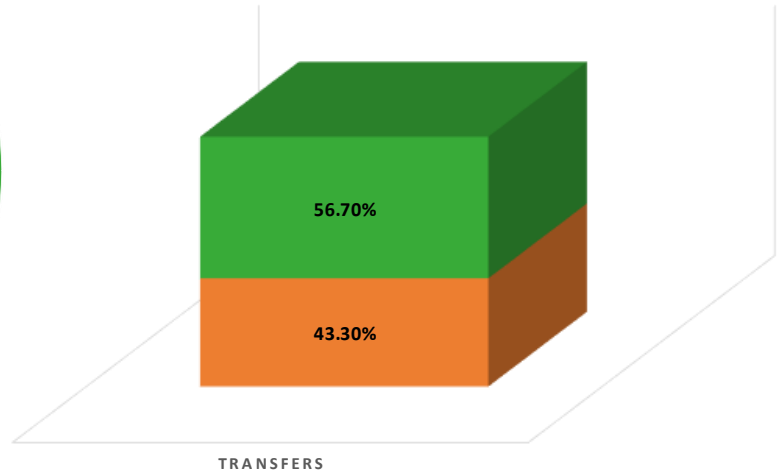
Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Transfers Out	167,488.45	-	219,363.55	\$ 386,852.00
Total	\$ 167,488.45	\$ -	\$ 219,363.55	\$ 386,852.00

Fire Sales Tax Fund

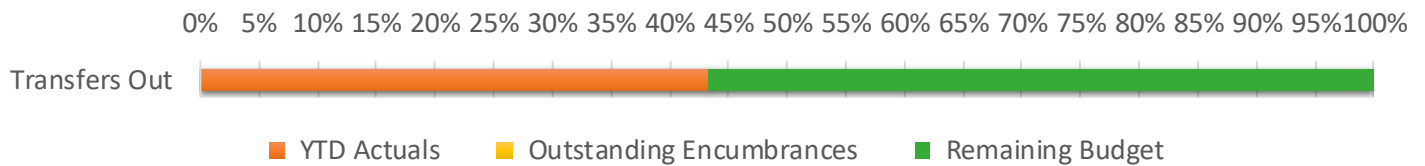


BREAKDOWN BY ACCOUNT GROUP

■ YTD Actuals ■ Encumbrances ■ Remaining Balance



BREAKDOWN BY DEPARTMENT



Numbers Behind the Graphs

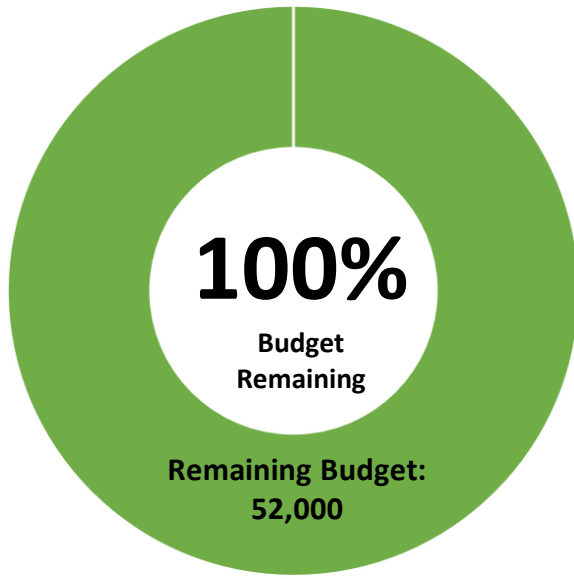
Breakdown by Account Group

	Transfers	Total
YTD Actuals	167,488.45	\$ 167,488.45
Encumbrances	-	\$ -
Remaining Budget	219,363.55	\$ 219,363.55
Total Budget	\$ 386,852.00	\$ 386,852.00

Breakdown by Department

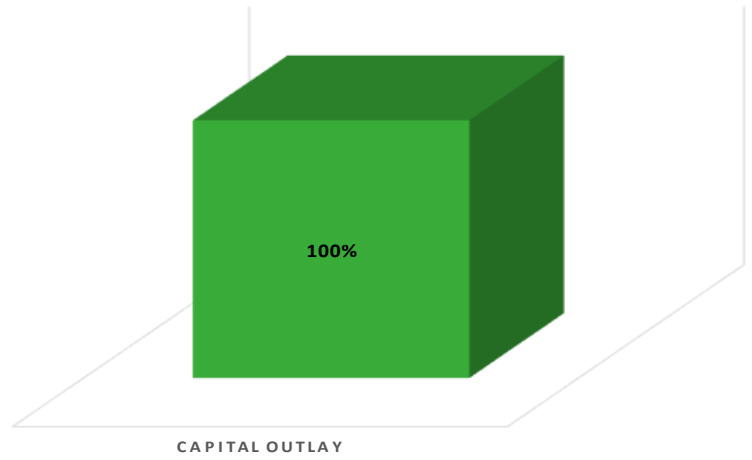
Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Transfers Out	167,488.45	-	219,363.55	\$ 386,852.00
Total	\$ 167,488.45	\$ -	\$ 219,363.55	\$ 386,852.00

Tax Increment Financing Fund



BREAKDOWN BY ACCOUNT GROUP

YTD Actuals Encumbrances Remaining Balance



BREAKDOWN BY DEPARTMENT

0% 5% 10% 15% 20% 25% 30% 35% 40% 45% 50% 55% 60% 65% 70% 75% 80% 85% 90% 95% 100%

Planning



YTD Actuals Outstanding Encumbrances Remaining Budget

Numbers Behind the Graphs

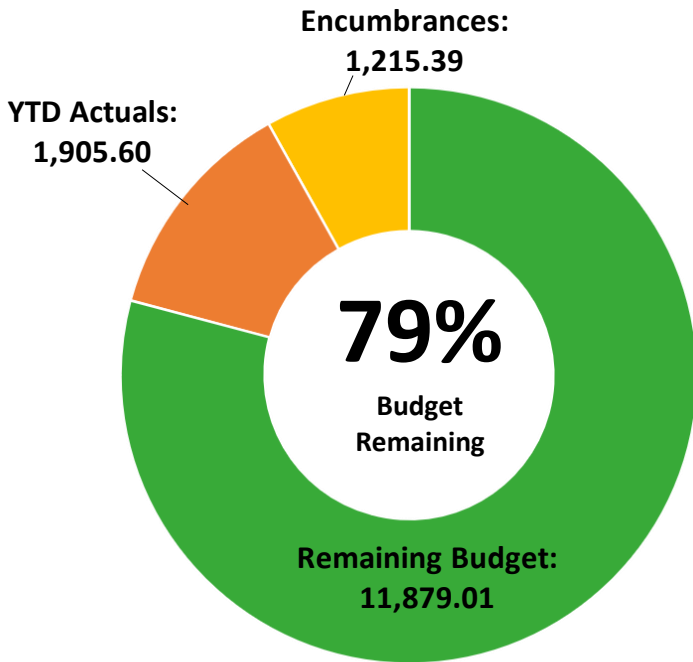
Breakdown by Account Group

	Capital Outlay	Total
YTD Actuals		\$ -
Encumbrances		\$ -
Remaining Budget	52,000.00	\$ 52,000.00
Total Budget	\$ 52,000.00	\$ 52,000.00

Breakdown by Department

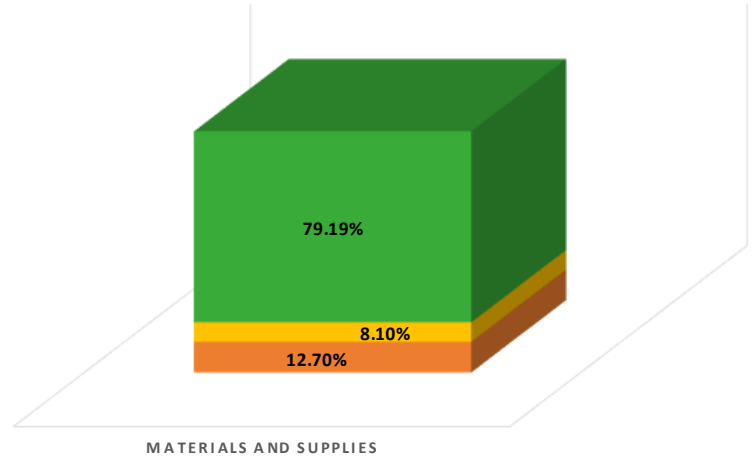
Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Planning	-		52,000.00	\$ 52,000.00
Total	\$ -	\$ -	\$ 52,000.00	\$ 52,000.00

Drug Forfeiture Fund

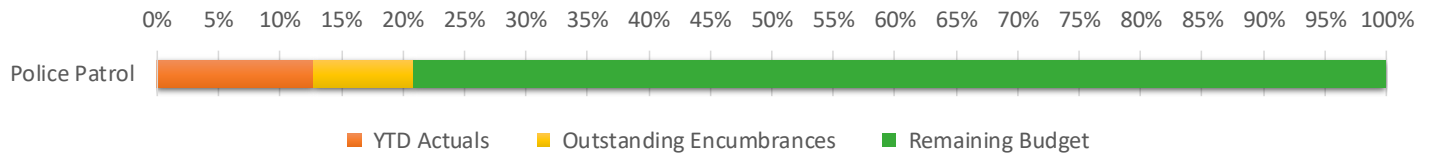


BREAKDOWN BY ACCOUNT GROUP

YTD Actuals Encumbrances Remaining Balance



BREAKDOWN BY DEPARTMENT



Numbers Behind the Graphs

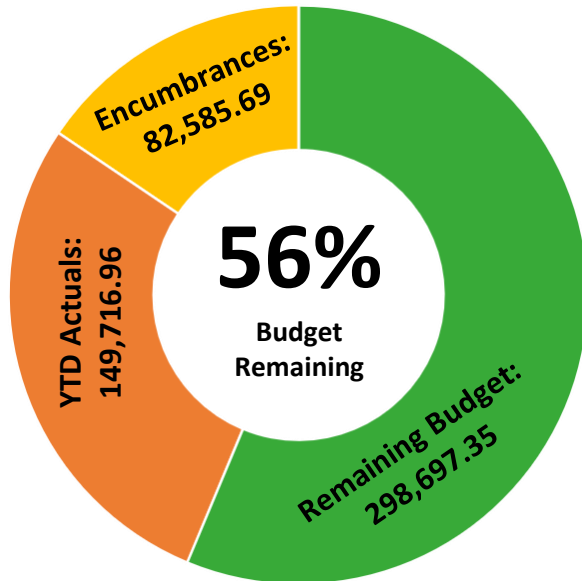
Breakdown by Account Group

	Materials and Supplies	Total
YTD Actuals	1,905.60	\$ 1,905.60
Encumbrances	1,215.39	\$ 1,215.39
Remaining Budget	11,879.01	\$ 11,879.01
Total Budget	\$ 15,000.00	\$ 15,000.00

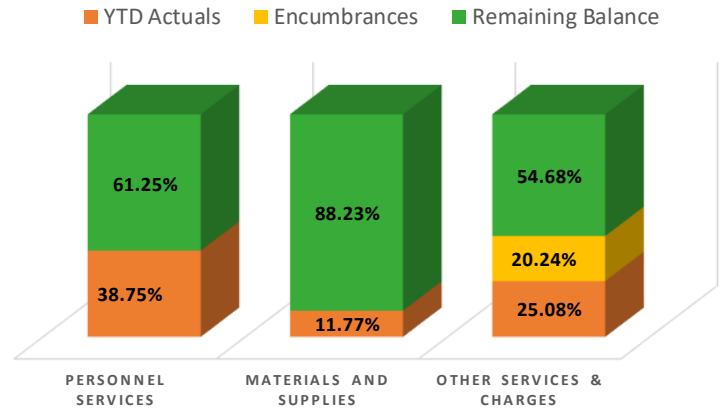
Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Police Patrol	1,905.60	1,215.39	11,879.01	\$ 15,000.00
Total	\$ 1,905.60	\$ 1,215.39	\$ 11,879.01	\$ 15,000.00

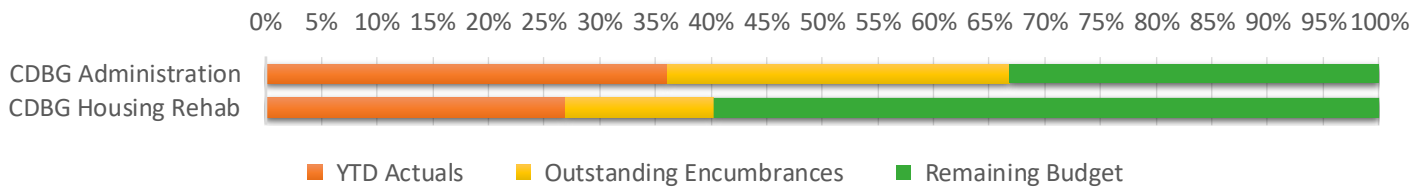
CDBG Grants



BREAKDOWN BY ACCOUNT GROUP



BREAKDOWN BY DEPARTMENT



Total Number of Budgeted Positions: 2

Numbers Behind the Graphs

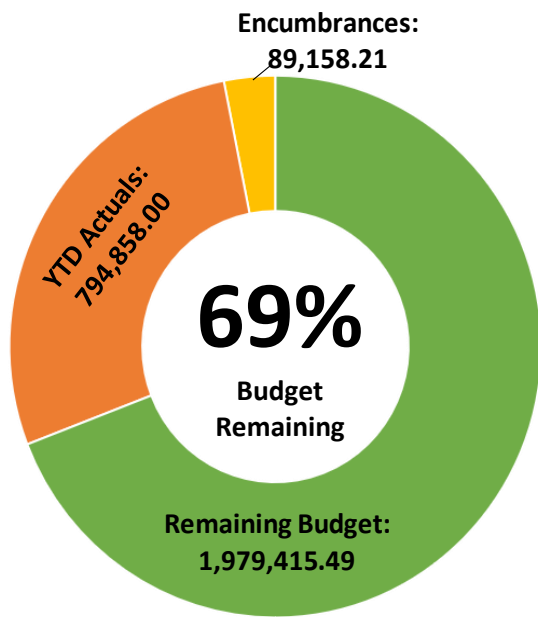
Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Total
YTD Actuals	47,225.69	117.71	102,373.56	\$ 149,716.96
Encumbrances	-	-	82,585.69	\$ 82,585.69
Remaining Budget	74,656.49	882.29	223,158.57	\$ 298,697.35
Total Budget	\$ 121,882.18	\$ 1,000.00	\$ 408,117.82	\$ 531,000.00

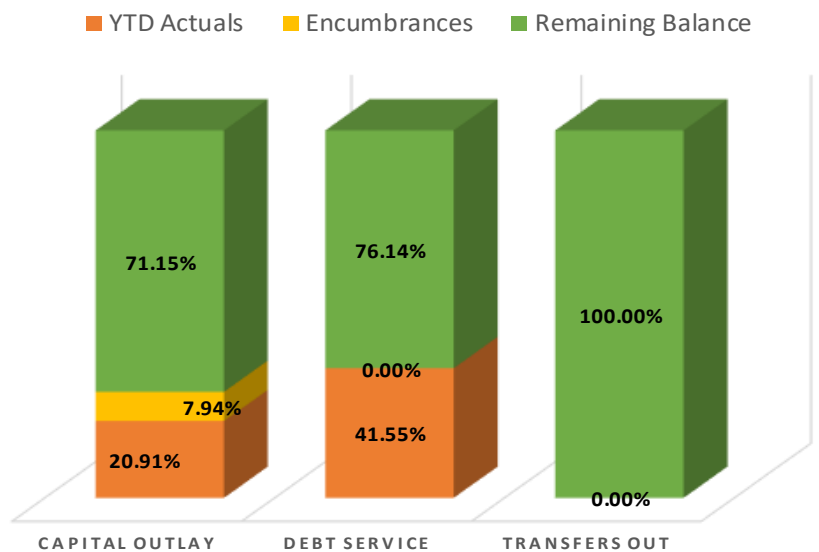
Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
CDBG Administration	25,035.78	21,217.69	22,972.06	\$ 69,225.53
CDBG Housing Rehab	124,681.18	61,368.00	275,725.29	\$ 461,774.47
Total	\$ 149,716.96	\$ 82,585.69	\$ 298,697.35	\$ 531,000.00

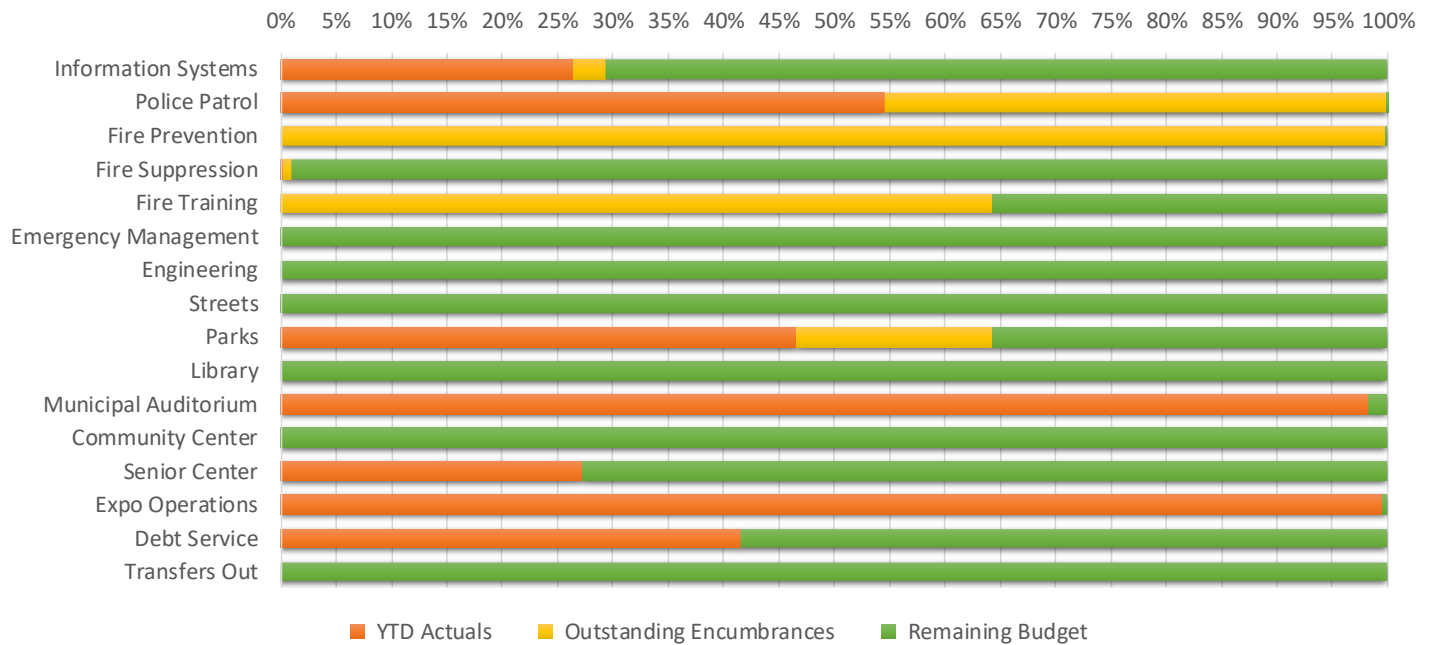
Capital Improvement Fund



BREAKDOWN BY ACCOUNT GROUP



BREAKDOWN BY DEPARTMENT



Capital Improvement Fund cont.

Numbers Behind the Graphs

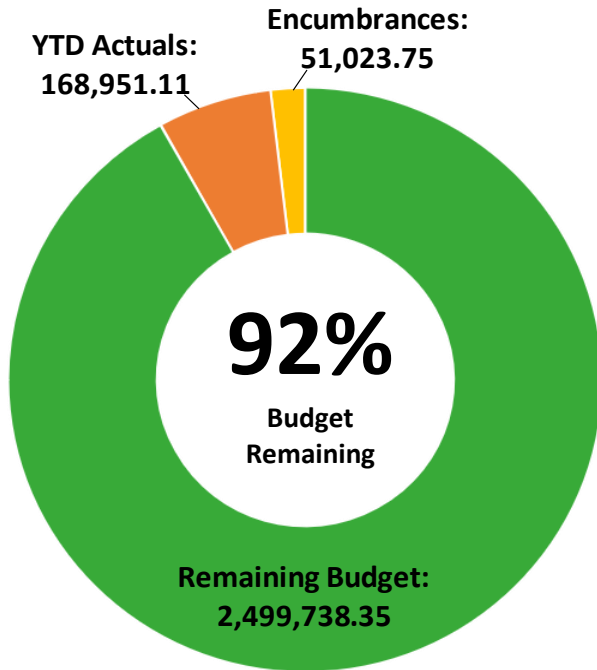
Breakdown by Account Group

	Capital Outlay	Debt Service	Transfers	Total
YTD Actuals	234,891.00	559,967.00	-	\$ 794,858.00
Encumbrances	89,158.21			\$ 89,158.21
Remaining Budget	799,350.79	787,676.82	392,387.88	\$ 1,979,415.49
Total Budget	\$ 1,123,400.00	\$ 1,347,643.82	\$ 392,387.88	\$ 2,863,431.70

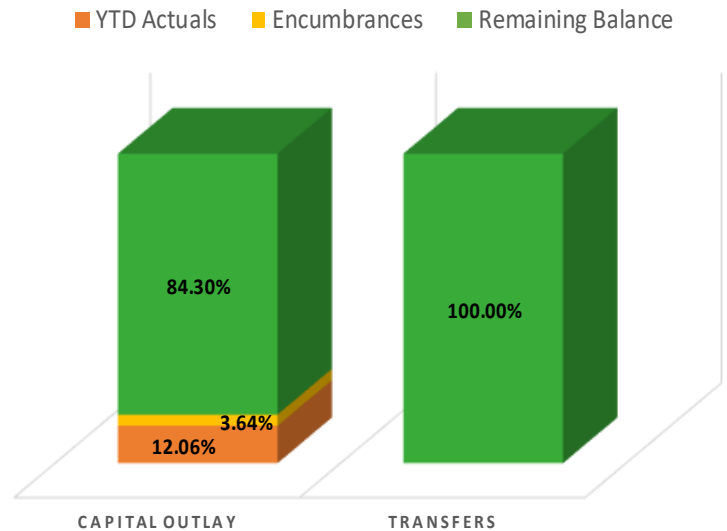
Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Information Systems	44,873.32	4,906.00	120,220.68	\$ 170,000.00
Police Patrol	31,076.93	25,808.00	65.07	\$ 56,950.00
Fire Prevention		42,885.32	114.68	\$ 43,000.00
Fire Suppression	1,042.82	2,545.40	360,111.78	\$ 363,700.00
Fire Training		4,180.00	2,320.00	\$ 6,500.00
Emergency Management			56,250.00	\$ 56,250.00
Engineering			2,000.00	\$ 2,000.00
Streets			185,000.00	\$ 185,000.00
Parks	23,290.96	8,833.49	17,875.55	\$ 50,000.00
Library			20,000.00	\$ 20,000.00
Municipal Auditorium	19,645.56		354.44	\$ 20,000.00
Community Center			20,000.00	\$ 20,000.00
Senior Center	5,457.14		14,542.86	\$ 20,000.00
Expo Operations	109,504.27		495.73	\$ 110,000.00
Debt Service	559,967.00		787,676.82	\$ 1,347,643.82
Transfers Out	0.00		392,387.88	\$ 392,387.88
Total	\$ 794,858.00	\$ 89,158.21	\$ 1,979,415.49	\$ 2,863,431.70

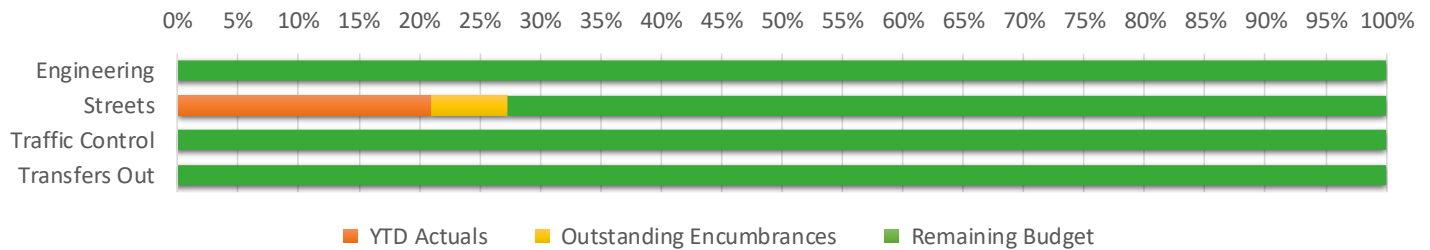
Street Improvement Fund



BREAKDOWN BY ACCOUNT GROUP



BREAKDOWN BY DEPARTMENT



Numbers Behind the Graphs

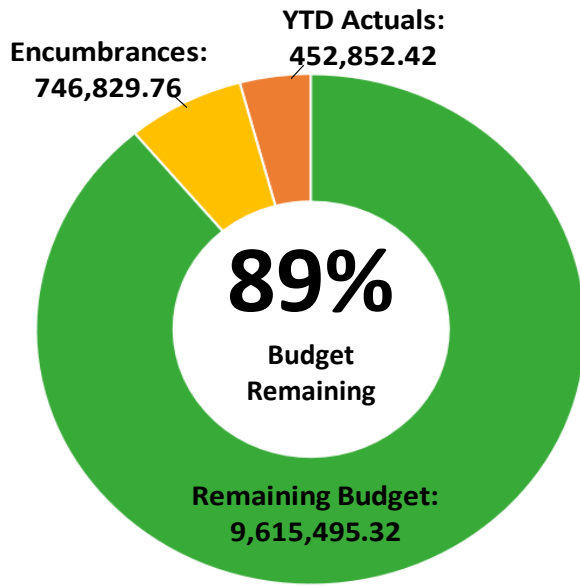
Breakdown by Account Group

	Capital Outlay	Transfers	Total
YTD Actuals	168,951.11	-	\$ 168,951.11
Encumbrances	51,023.75	-	\$ 51,023.75
Remaining Budget	1,181,025.14	1,318,713.21	\$ 2,499,738.35
Total Budget	\$ 1,401,000.00	\$ 1,318,713.21	\$ 2,719,713.21

Breakdown by Department

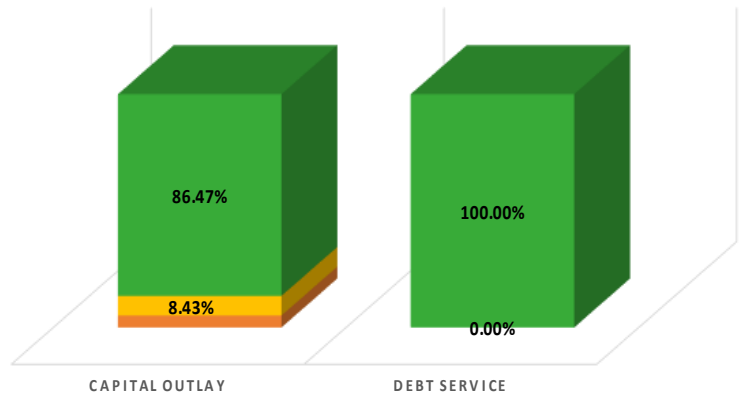
Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Engineering			495,000.00	\$ 495,000.00
Streets	168,951.11	51,023.75	585,025.14	\$ 805,000.00
Traffic Control			101,000.00	\$ 101,000.00
Transfers Out	-		1,318,713.21	\$ 1,318,713.21
Total	\$ 168,951.11	\$ 51,023.75	\$ 2,499,738.35	\$ 2,719,713.21

2018 Capital Improvement Fund

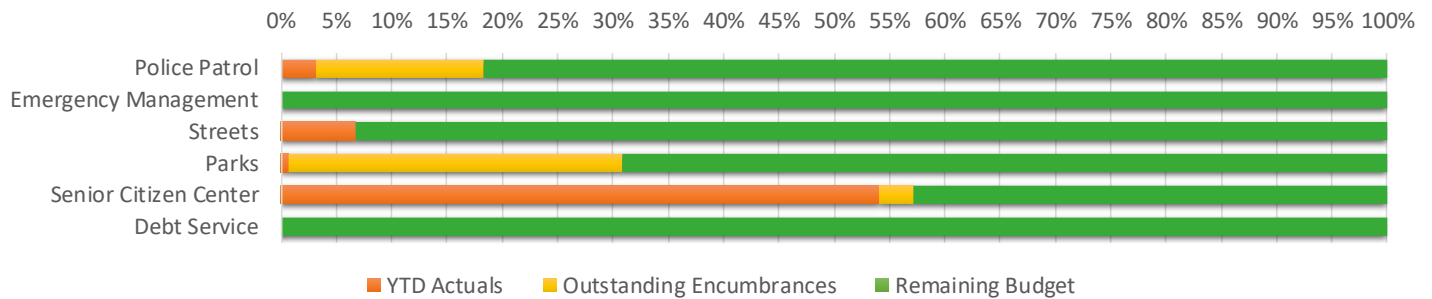


BREAKDOWN BY ACCOUNT GROUP

YTD Actuals Encumbrances Remaining Balance



BREAKDOWN BY DEPARTMENT



Numbers Behind the Graphs

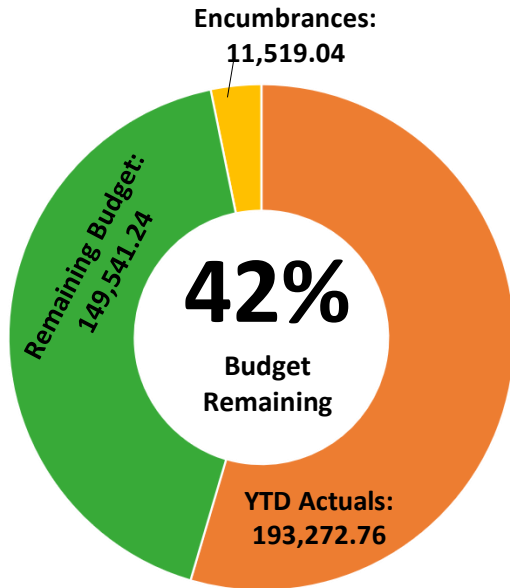
Breakdown by Account Group

	Capital Outlay	Debt Service	Total
YTD Actuals	452,852.42	-	\$ 452,852.42
Encumbrances	746,829.76	-	\$ 746,829.76
Remaining Budget	7,664,147.82	1,951,347.50	\$ 9,615,495.32
Total Budget	\$ 8,863,830.00	\$ 1,951,347.50	\$ 10,815,177.50

Breakdown by Department

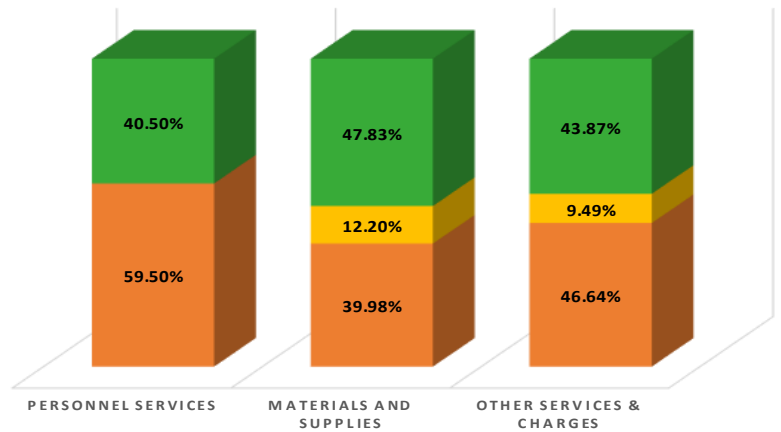
Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Police Patrol	100,697.16	497,406.21	2,661,026.63	\$ 3,259,130.00
Emergency Management			250,000.00	\$ 250,000.00
Streets	302,845.00		4,151,855.00	\$ 4,454,700.00
Parks	6,023.42	247,026.99	566,949.59	\$ 820,000.00
Senior Citizen Center	43,286.84	2,396.56	34,316.60	\$ 80,000.00
Debt Service	-	-	1,951,347.50	\$ 1,951,347.50
Total	\$ 452,852.42	\$ 746,829.76	\$ 9,615,495.32	\$ 10,815,177.50

Aquatic Center

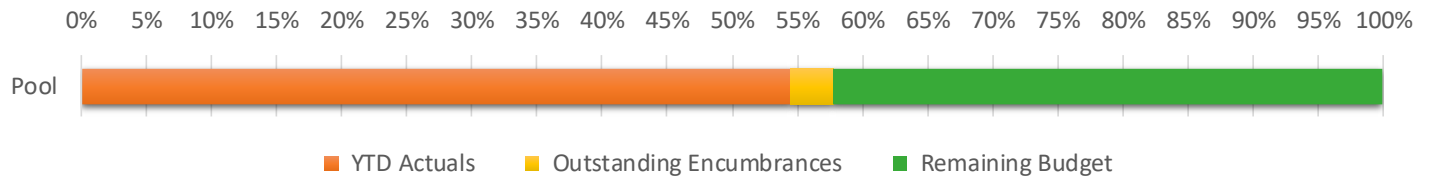


BREAKDOWN BY ACCOUNT GROUP

YTD Actuals Encumbrances Remaining Balance



BREAKDOWN BY DEPARTMENT



Total Number of Budgeted Positions*: 1

*Seasonal employees are budgeted as a lump sum versus individual positions.

Numbers Behind the Graphs

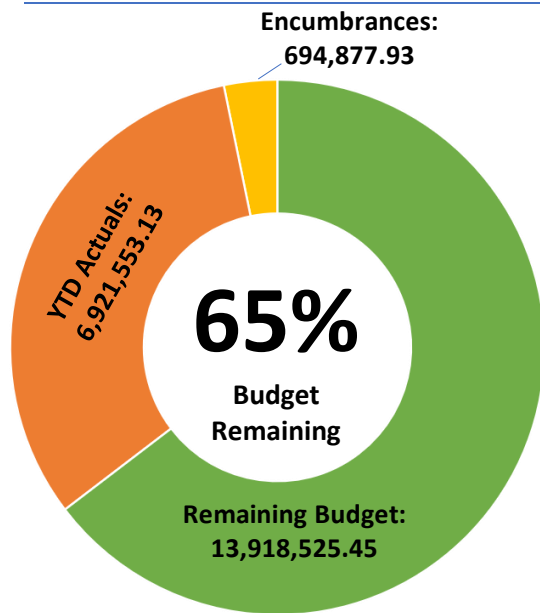
Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Total
YTD Actuals	149,675.03	26,024.07	17,573.66	\$ 193,272.76
Encumbrances	-	7,941.55	3,577.49	\$ 11,519.04
Remaining Budget	101,875.01	31,134.38	16,531.85	\$ 149,541.24
Total Budget	\$ 251,550.04	\$ 65,100.00	\$ 37,683.00	\$ 354,333.04

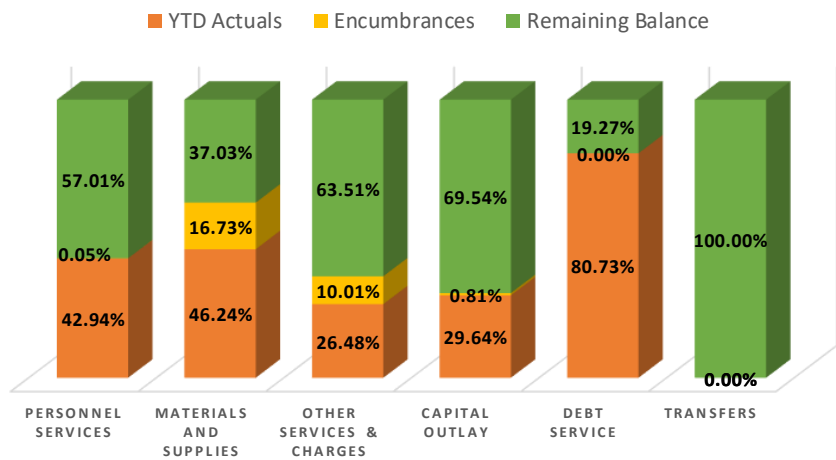
Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Pool	193,272.76	11,519.04	149,541.24	\$ 354,333.04
Total	\$ 193,272.76	\$ 11,519.04	\$ 149,541.24	\$ 354,333.04

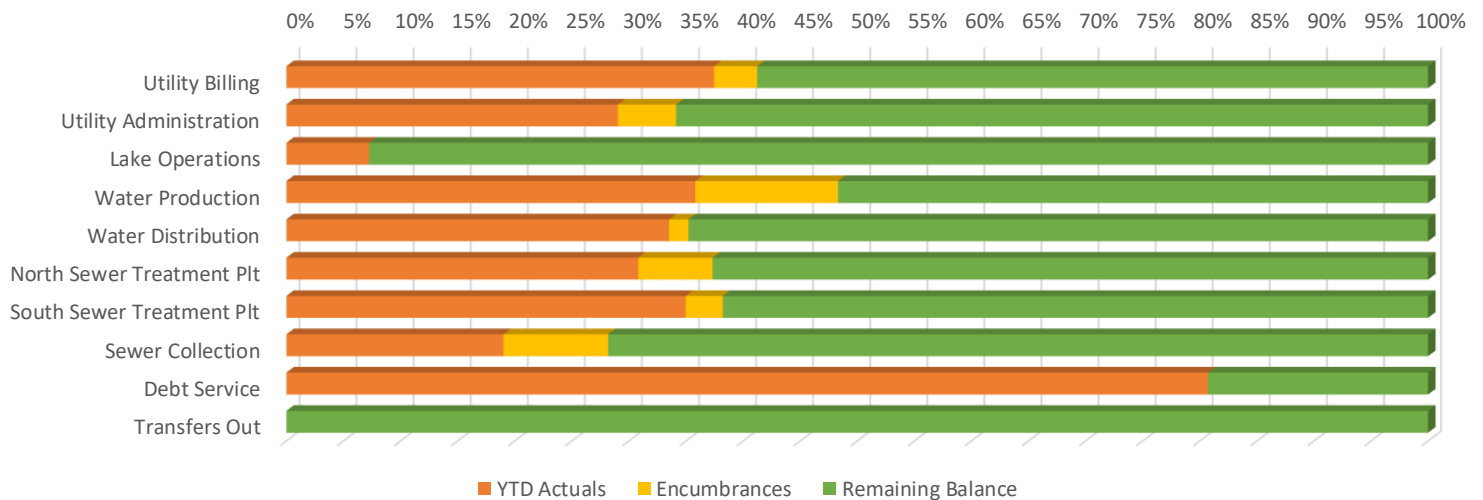
Shawnee Municipal Authority



BREAKDOWN BY ACCOUNT GROUP



BREAKDOWN BY DEPARTMENT



Total Number of Budgeted Positions: 49

Shawnee Municipal Authority cont.

Numbers Behind the Graphs

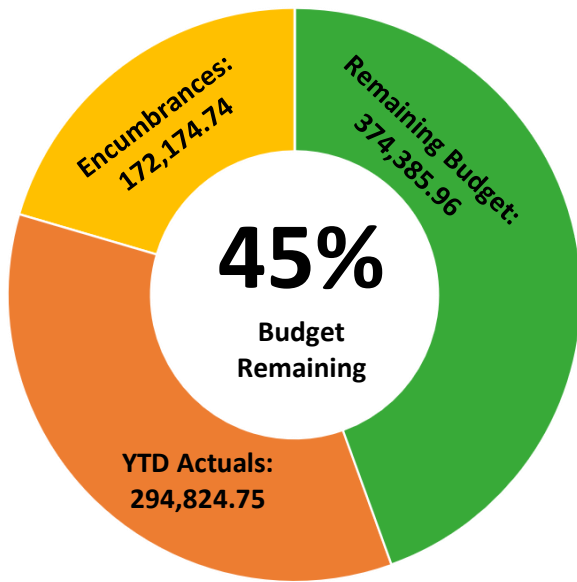
Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Capital Outlay	Debt Service	Transfers	Total
YTD Actuals	1,184,251.03	286,133.36	1,417,646.35	1,958,604.00	2,074,918.39	-	\$ 6,921,553.13
Encumbrances	1,437.64	103,554.62	536,220.67	53,665.00	-	-	\$ 694,877.93
Remaining Budget	1,572,230.43	229,112.02	3,400,410.98	4,594,731.00	495,292.36	3,626,748.66	\$ 13,918,525.45
Total Budget	\$ 2,757,919.10	\$ 618,800.00	\$ 5,354,278.00	\$ 6,607,000.00	\$ 2,570,210.75	\$ 3,626,748.66	\$ 21,534,956.51

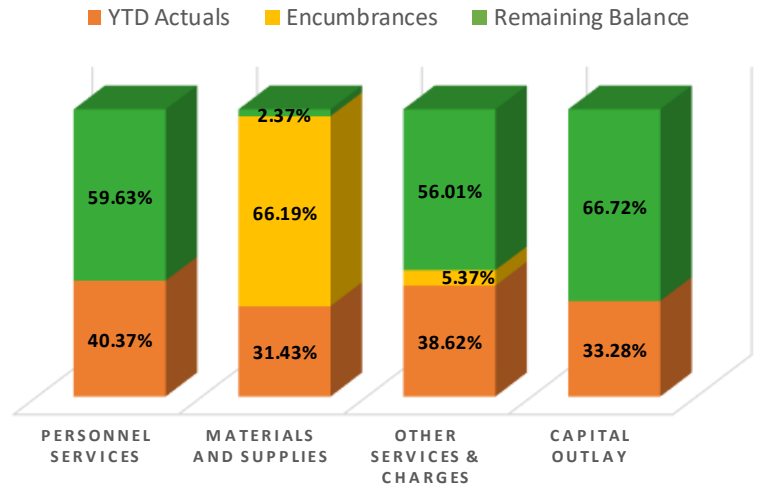
Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Utility Billing	280934.87	28306.74	440538.23	\$ 749,779.84
Utility Administration	\$ 1,151,551.74	\$ 202,273.26	\$ 2,611,831.63	\$ 3,965,656.63
Lake Operations	\$ 4,218.72	\$ -	\$ 53,981.28	\$ 58,200.00
Water Production	\$ 525,820.17	\$ 183,660.70	\$ 758,739.77	\$ 1,468,220.64
Water Distribution	\$ 2,180,064.66	\$ 109,402.43	\$ 4,212,627.82	\$ 6,502,094.91
North Sewer Treatment Plt	206061.95	43446.39	418846.79	\$ 668,355.13
South Sewer Treatment Plt	288769.57	26861.35	510007.65	\$ 825,638.57
Sewer Collection	209213.06	100927.06	789911.26	\$ 1,100,051.38
Debt Service	2074918.39	0	495292.36	\$ 2,570,210.75
Transfers Out	0	0	3626748.66	\$ 3,626,748.66
Total	\$ 6,921,553.13	\$ 694,877.93	\$ 13,918,525.45	\$ 21,534,956.51

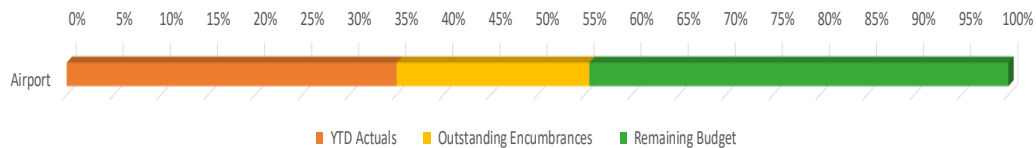
Shawnee Airport Authority



BREAKDOWN BY ACCOUNT GROUP



BREAKDOWN BY DEPARTMENT



Total Number of Budgeted Positions: 3

Numbers Behind the Graphs

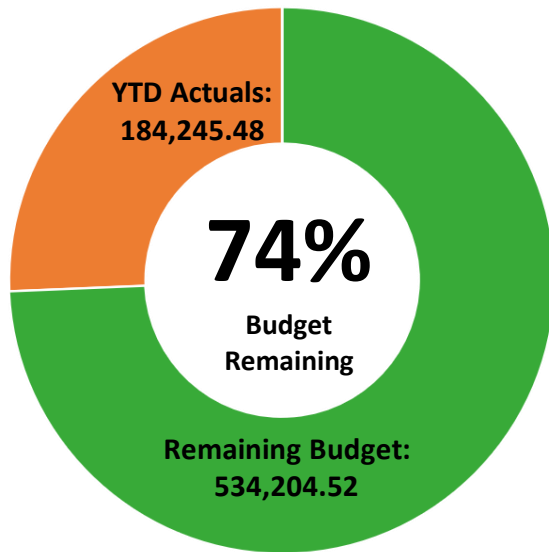
Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Capital Outlay	Total
YTD Actuals	71,647.12	78,488.72	49,572.09	95,116.82	\$ 294,824.75
Encumbrances	-	165,286.55	6,888.19	-	\$ 172,174.74
Remaining Budget	105,838.33	5,924.73	71,889.72	190,733.18	\$ 374,385.96
Total Budget	\$ 177,485.45	\$ 249,700.00	\$ 128,350.00	\$ 285,850.00	\$ 841,385.45

Breakdown by Department

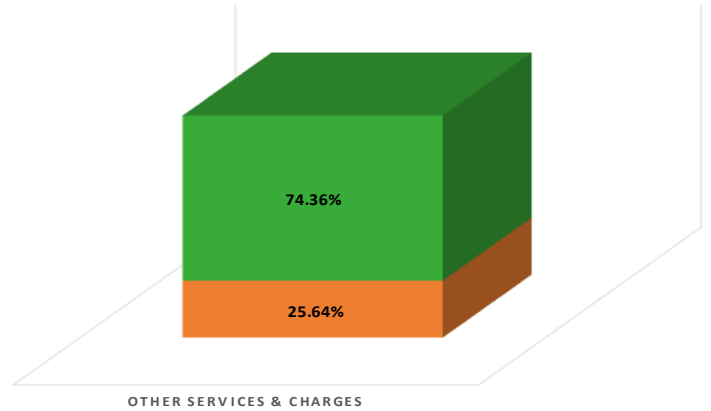
Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Airport	294,824.75	172,174.74	374,385.96	\$ 841,385.45
Total	\$ 294,824.75	\$ 172,174.74	\$ 374,385.96	\$ 841,385.45

Workers' Comp Self-Insurance Fund

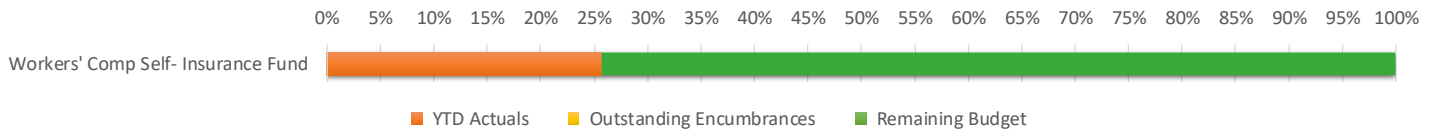


BREAKDOWN BY ACCOUNT GROUP

YTD Actuals Encumbrances Remaining Balance



BREAKDOWN BY DEPARTMENT



Numbers Behind the Graphs

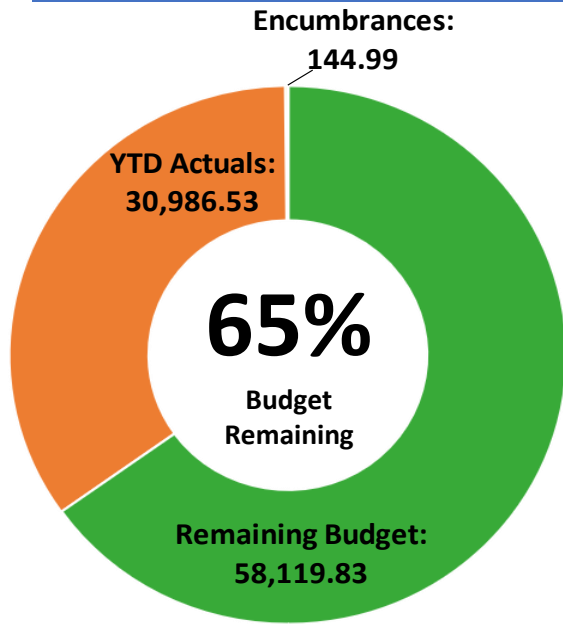
Breakdown by Account Group

	Other Services & Charges	Total
YTD Actuals	184,245.48	\$ 184,245.48
Encumbrances	-	\$ -
Remaining Budget	534,204.52	\$ 534,204.52
Total Budget	\$ 718,450.00	\$ 718,450.00

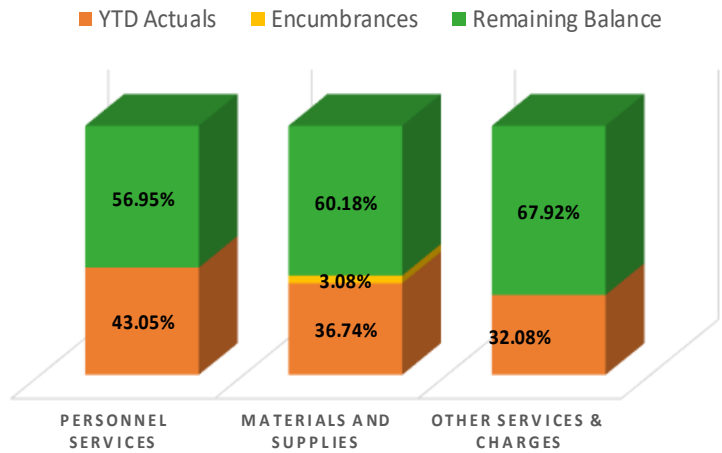
Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Workers' Comp Self- Insurance Fund	184,245.48	-	534,204.52	\$ 718,450.00
Total	\$ 184,245.48	\$ -	\$ 534,204.52	\$ 718,450.00

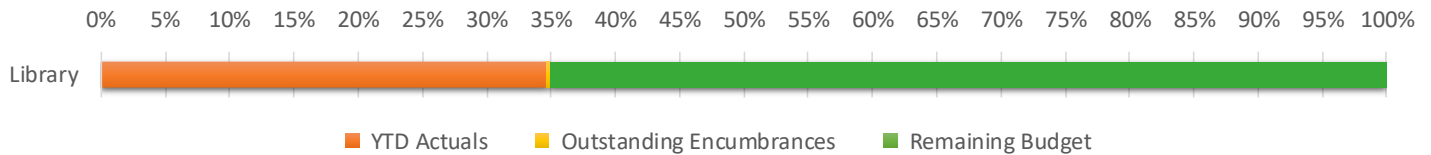
Library Fund



BREAKDOWN BY ACCOUNT GROUP



BREAKDOWN BY DEPARTMENT



Total Number of Budgeted Positions: 1

Numbers Behind the Graphs

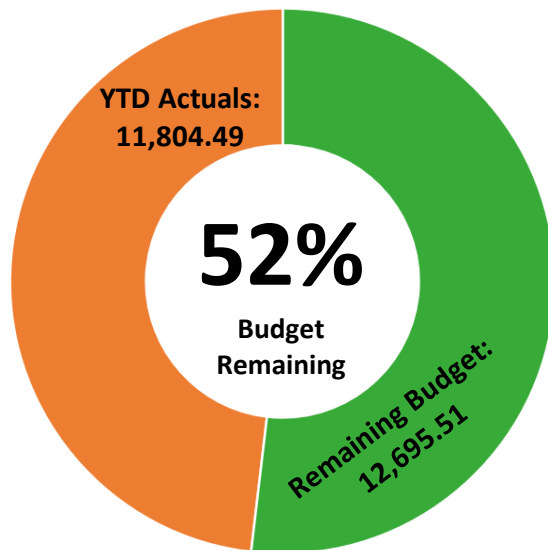
Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Total
YTD Actuals	8,374.76	1,726.78	20,884.99	\$ 30,986.53
Encumbrances	-	144.99	-	\$ 144.99
Remaining Budget	11,076.59	2,828.23	44,215.01	\$ 58,119.83
Total Budget	\$ 19,451.35	\$ 4,700.00	\$ 65,100.00	\$ 89,251.35

Breakdown by Department

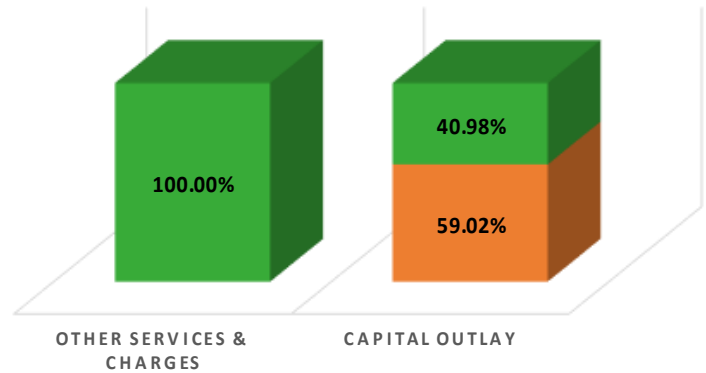
Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Library	30,986.53	144.99	58,119.83	\$ 89,251.35
Total	\$ 30,986.53	\$ 144.99	\$ 58,119.83	\$ 89,251.35

Cemetery Perpetual Fund

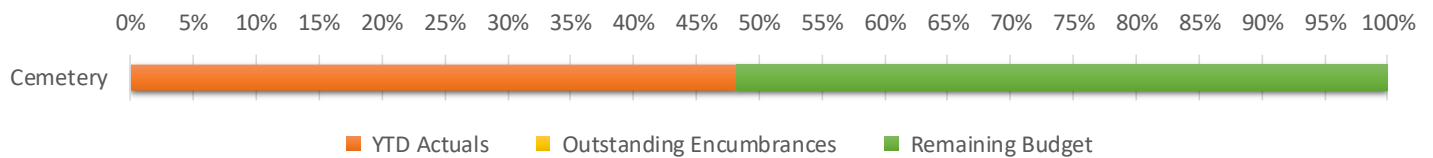


BREAKDOWN BY ACCOUNT GROUP

YTD Actuals Encumbrances Remaining Balance



BREAKDOWN BY DEPARTMENT



Numbers Behind the Graphs

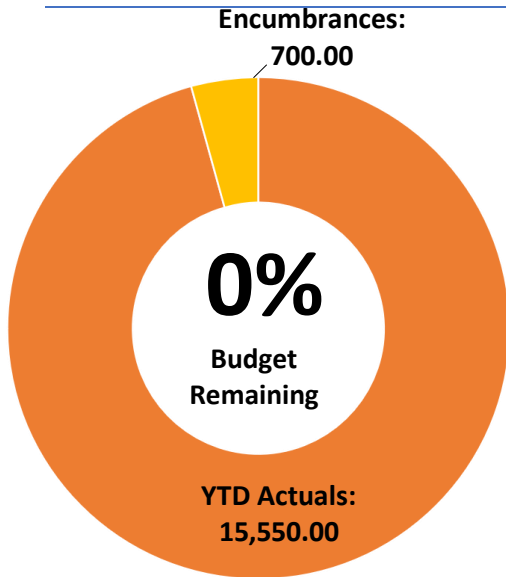
Breakdown by Account Group

	Other Services & Charges	Capital Outlay	Total
YTD Actuals	-	11,804.49	\$ 11,804.49
Encumbrances	-	-	\$ -
Remaining Budget	4,500.00	8,195.51	\$ 12,695.51
Total Budget	\$ 4,500.00	\$ 20,000.00	\$ 24,500.00

Breakdown by Department

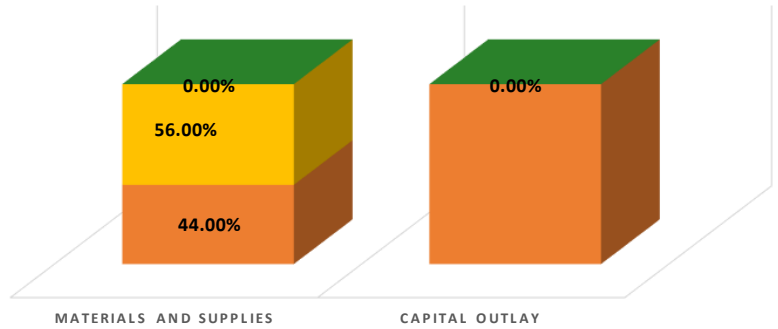
Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Cemetery	11,804.49	-	12,695.51	\$ 24,500.00
Total	\$ 11,804.49	\$ -	\$ 12,695.51	\$ 24,500.00

Gifts and Contributions Fund



BREAKDOWN BY ACCOUNT GROUP

YTD Actuals Encumbrances Remaining Balance



BREAKDOWN BY DEPARTMENT

0% 5% 10% 15% 20% 25% 30% 35% 40% 45% 50% 55% 60% 65% 70% 75% 80% 85% 90% 95% 100%



YTD Actuals Outstanding Encumbrances Remaining Budget

Numbers Behind the Graphs

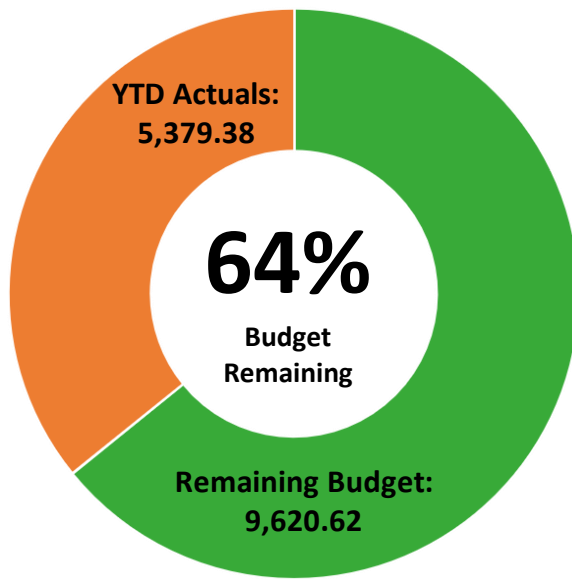
Breakdown by Account Group

	Materials and Supplies	Capital Outlay	Total
YTD Actuals	550.00	15,000.00	\$ 15,550.00
Encumbrances	700.00	-	\$ 700.00
Remaining Budget	-	-	\$ -
Total Budget	\$ 1,250.00	\$ 15,000.00	\$ 16,250.00

Breakdown by Department

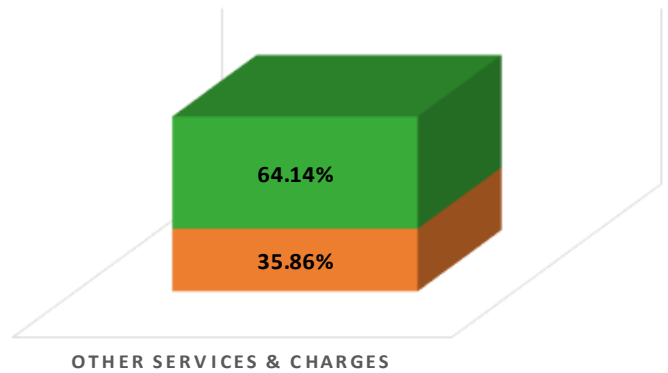
Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Fire Dept Donations	550.00	700.00	-	1,250.00
Senior Citizens Center	15,000.00	-	-	15,000.00
Total	15,550.00	700.00	-	16,250.00

Sister Cities Fund

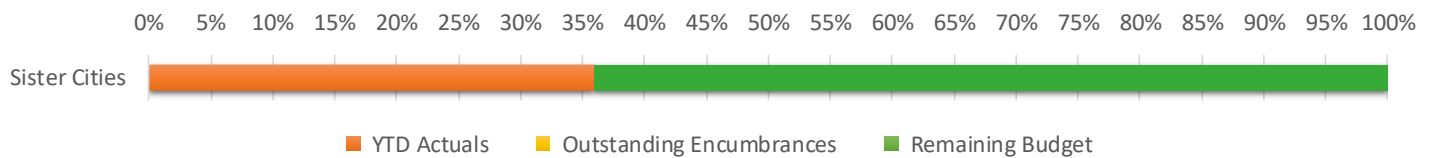


BREAKDOWN BY ACCOUNT GROUP

YTD Actuals Encumbrances Remaining Balance



BREAKDOWN BY DEPARTMENT



Numbers Behind the Graphs

Breakdown by Account Group

	Other Services & Charges	Total
YTD Actuals	5,379.38	\$ 5,379.38
Encumbrances	-	\$ -
Remaining Budget	9,620.62	\$ 9,620.62
Total Budget	\$ 15,000.00	\$ 15,000.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Sister Cities	5,379.38	-	9,620.62	\$ 15,000.00
Total	\$ 5,379.38	\$ -	\$ 9,620.62	\$ 15,000.00

Regular Board of Commissioners

14. a.

Meeting Date: 12/16/2019

Senior Center Roofing - Award

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Senior Citizens Center Roofing Project (Award)

Attachments

Memo

Addendum Memo

Notice to Bidders

Plan Holders List

Pre-bid Meeting Sheet

Bid Tabulation



Office of the Director of Operations

Date: December 10, 2019, 2019
To: Mayor and Commissioners
From: James Bryce, Director of Operations
RE: Senior Center Roofing Project Award

On October 21, 2019 staff went out for bid on the Senior Center Roofing Project advertising in the newspaper and mailing out to several roofing contractors.

On November 6, 2019 staff held a non-mandatory Pre-Bid Meeting at the Senior Center to go over the specifics of the project.

On November 18, 2019 sealed bids were opened at the Regularly scheduled Commission Meeting with four contractors submitting bids.

Staff has spoken with the two lowest bidders concerning certain aspects of their bid with the main area being the raising of the skylights. At the time I submitted the material for the previous Commission meeting I was ready to award the contract to the second lowest bidder because Staff was under the impression that the lowest bidder had not included in their bid some parts of the project. After receiving a call prior to the last meeting, I felt that there could have been a misunderstanding and wanted to take extra time to discuss the project and clear things up between staff and the lowest bidder. Ground Zero Roofing and Construction stands with their bid for the roofing project including the addendum.

Staff is recommending that Ground Zero Roofing and Construction be awarded the bid for the Senior Center Roofing Project at a cost of:

Base bid is \$63,500.00

Additional cost possible:

\$4.50/sqft for Roof Insulation replacement if needed
(Insulation that is saturated due to leaks)

The project would be funded out of the facility repair portion of the ½ cent temporary sales tax.



Office of the Director of Operations

Date: November 7, 2019
To: Perspective Contractors
From: James Bryce, Director of Operations
RE: **Addendum 1, Senior Center Roofing Project**

Addendum Number 1

- A. Roofing is to be installed per manufactures specifications.
- B. Raise all skylights up to a height of 8 in. above new roof finished grade.
- C. Perform a moistier test on the insulation on roof B in locations where leaks were present. Add a cost per SQFT for replacement of insulation back to original height. City Staff will determine at time of insulation replacement the exact SQFT to replace.
- D. All questions pertaining to the roofing project will be answered by email up to 72 hrs. prior to bid submittal.

If you have any questions regarding the above, or need additional information, please advise at jbryce@shawneeok.org.

Respectfully,

James Bryce
Director of Operations
City of Shawnee



NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee at 16 West 9th Street Shawnee, Oklahoma 74801 or by mail at P. O. Box 1448, Shawnee, Oklahoma 74802, up to **4:00 p.m., Monday, November 18, 2019** for:

The Senior Center Roofing Project

A **Pre-Bid meeting** is set for November 6, 2019 at the Shawnee Senior Center, 400 N. Bell Shawnee from 2:00 pm to 3:00 pm. Meeting is not mandatory but provided for contractor information and inspection. Contractor is still responsible for field measurements and familiarity of the project and site even if you did not attend.

Instructions and bid documents will be available to qualified bidders at the Shawnee Senior Center, 400 N. Bell Shawnee, Oklahoma 74801 during the pre-bid meeting and at 1400 N. Center Street Shawnee, 74801 Fairview Cemetery Office.

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 - The Senior Center Roofing Project **November 18, 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, November 18, 2019. The City of Shawnee reserves the right to reject any or all bids.



CITY OF SHAWNEE, A Municipal Corporation

By: Chance Allison
Chance Allison, City Manager

(SEAL)

ATTEST:

Lisa Lasyone
Lisa Lasyone, CMC, City Clerk

Plan Holders List

Senior Center Roofing Project

B J Phillips Construction
16004 Kings Road
Shawnee, OK 74801

Extreme Roofing Solutions
1813 N Harrison Street
Shawnee, OK 74804

Patterson Roofing & Construction
1101 N Kickapoo Ave
Shawnee, OK 74804

Don Manion Roofing
838 N Kickapoo Ave
Shawnee, OK 74804

Under God Roofing & Construction
208 South Aydelotte St.
Shawnee, OK 74801

Durabuilt Construction
701 W Hayes
Shawnee, OK 74801

Salazar Roofing & Construction
2400 N Harrison
Shawnee, OK 74804

Diamond B Roofing & Construction LLC
1530 N Harrison #281
Shawnee, OK 74804

G. Shultz
Quality Homes, LLC.
Po Box 30137
Oklahoma City, Ok 73140
(405) 204-6366
Chomes6366@yahoo.com

Construction Connect
30 Technology Parkway South Suite 100
Norcross, GA. 30092

Affinity Corporation, LLC
(405) 821-0917 Joshua Goodson
Joshua.goodson@buildwithaffinity.com

Coats Roofing
PO Box 1340
Seminole, Ok 74818

Allwine Roofing & Construction, Inc.
3815 S. 79th E. Ave.
Tulsa, OK 74145

Alva Roofing Company
(918) 399-5905 Dirk O'Donnell
dirk@alvaroofting.com

Dodge Data & Analytics
300 American Metro Blvd. Suite 185
Hamilton, NJ 08619

Southwest Construction News
3616 NW 58th Street
Oklahoma City, Ok 73112

Crawford Roofing Inc.
701 Pikes Peak Rode
Chickasha, Ok 73023

Mid-America Roofing & Construction
PO Box 20243
Oklahoma City, Ok 73156

Gabriel
Seacoast Roofing
gabe@seacoastrc.com
(405) 761-4913

Andy
Heritage Hills Roofing
andy@heritagehillsroofing.com
(405) 693-4628

Ground Zero Roofing
(405) 239-0708 Matt Groves
mattgrovesbch@gmail.com

Cantrell Exterior
(405) 655-3798 Earl Gordon
emgpat2005@gmail.com

PRE BID 11-6-19
- NON-MANDATORY -
Shawnee Senior Center Roofing Project

Name (Print)

Company

MATT GROVES

GROUND ZERO ROOFING

Phone Number

Email Address

405-239-0708

mattgrovesbct@gmail.com

Name (Print)

Company

Jeshua Goodson

Affinity Corporation, LLC

Phone Number

Email Address

405-821-0917

jeshua.goodson@buildwithaffinity.com

Name (Print)

Company

Dirk O'Donnell

Alca Roofing Company

Phone Number

Email Address

918-399-5905

dirk@alcaroofing.com

Name (Print)

Company

Earl Gordon

Cantrell Exterior

Phone Number

Email Address

405-655-3798

emgpat2005@gmail.com

Name (Print)

Company

Phone Number

Email Address

BID TABULATION SHEET

SENIOR CENTER ROOFING PROJECT

NOVEMBER 18, 2019

<u>BIDDER</u>	<u>AMOUNT</u>
<u>Alva Roofing Company, Oklahoma City, OK</u> Insulation Replacement	<u>\$103,425.00</u> \$10.00/sqft
<u>Allwine Roofing & Construction, Inc, Tulsa, OK</u> Insulation Replacement	<u>\$146,124.00</u> \$5.00/sqft
<u>Cantrell Exteriors Finishes, Choctaw, OK</u> Insulation Replacement Metal Deck Replacement Wood Deck Replacement	<u>\$89,000.00</u> \$15.00/sqft \$8.00/sqft \$5.00/sqft
<u>Ground Zero Roofing, Newcastle, OK</u> Insulation Replacement	<u>\$63,500.00</u> 4.50/sqft