

AGENDA
BOARD OF CITY COMMISSIONERS
December 4, 2017 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Minutes for November 20, 2017 regular meeting.
 - b. Acknowledge the following minutes:
 - Shawnee Beautification Committee Minutes from October 19, 2017
 - c. Authorize Staff to purchase a 2018 Chevrolet Tahoe 4x4 with the county sales tax funds in the total amount of \$40,904.95.
 - d. Approve agreement with the Housing Authority of the City of Shawnee for supplemental police services.
 - e. Authorize a right-of-way easement be given to Canadian Valley Electric Cooperative, Inc. to serve an existing City Lake Lot Lease site at Shawnee Twin Lakes.
 - f. Mayor's Appointments
Zoning Board of Adjustment
Ed Bolt 1st Full Term Expires 6/1/2020
Replaces Tom Bierd – Termed Out
2. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
3. City Manager Presentation of Oklahoma Municipal League (OML) certificates to employees with 25 or more years of service with the City of Shawnee.

James Bryce
Steve Leader
Ronnie Wilson

John Krywicki
Mike VanAntwerp

4. Presentation by Michelle Briggs, President/CEO of Avedis Foundation.
5. Public hearing for the purpose of giving members of the public an opportunity to be heard prior to any vote on the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan.
6. Consideration of an ordinance approving and adopting the Amended and Restated Shawnee Downtown Revitalization Project Plan pursuant to the Oklahoma Local Development Act; designating and adopting project area and increment district boundaries; confirming the establishment of a date for the creation of Increment District No. 1, City of Shawnee; establishing a date for the creation of Increment District No. 2, City of Shawnee; adopting certain findings; authorizing the City of Shawnee to carry out and administer the project plan; establishing a tax apportionment fund; declaring apportioned funds to be special funds of the City of Shawnee or the Shawnee Municipal Authority; authorizing the use of increment revenues for the payment of certain project costs; authorizing the Shawnee Municipal Authority to carry out certain provisions of the project plan; ratifying and confirming the actions, recommendations and findings of the Shawnee Downtown Revitalization Project Amendment Review Committee and the Shawnee Planning Commission; directing continuing apportionment; providing for severability; and declaring an emergency.
7. Administrative Reports
 - a. Department of Justice Grant – Police Chief Mason Wilson
8. New Business

(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
9. Commissioners Comments
10. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

1.a.

Meeting Date: 12/04/2017

CC Minutes 11-20-2017

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes for November 20, 2017 regular meeting.

Attachments

CC Minutes 11-20-2017

BOARD OF CITY COMMISSIONERS PROCEEDINGS
NOVEMBER 20, 2017 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, November 20, 2017 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance.

Richard Finley
Mayor

Dub Bushong
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Lesa Shaw
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Don Lynch, Emergency Management
Director

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes for November 2, 2017 Special Call meeting and November 6, 2017 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for October 2017
 - Project Payment Report for October 2017
 - Shawnee Urban Renewal Authority Minutes from August 1, 2017

- c. Authorize the Heart of Oklahoma Exposition Center (Expo) Staff to use \$34,420.00 of the allocated capital money to upgrade the heaters in the barns and Fred Humphrey Building.

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

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

NAY: None

AGENDA ITEM NO. 2:

Citizens Participation

(A three-minute limit per person)

(A twelve-minute limit per topic)

Holly Gordon stated that the recent Christmas Tree Lighting event was an amazing occasion and had a large turnout. Ms. Gordon reminded citizens that Saturday, November 25th, is Small Business Saturday and to shop local.

AGENDA ITEM NO. 3:

Public hearing for the purpose of providing information, including an analysis of potential positive or negative impacts, and answering questions regarding the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan.

City Manager Justin Erickson provided a background on the Tax Increment Financing (TIF) District and the Amended and Restated Shawnee Downtown Revitalization Project Plan. Mr. Erickson introduced Mr. Jeff Sabin who is with the Center for Economic Development Law.

Mr. Sabin gave a presentation outlining the history of the City's current TIF district. He explained the anticipated tax dollars to be generated by the new TIF district and where those funds would be applied throughout the community. Mr. Sabin noted the more individuals that work and live in the new TIF district will generate additional growth in the area.

Mayor Finley declared a public hearing in session for the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan. No one appeared in favor or against the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan. The public hearing was closed.

AGENDA ITEM NO. 4:

Announcement of December 4, 2017, as the date of the second public hearing for the purpose of giving members of the public an opportunity to be heard prior to any vote on the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan.

City Manager Justin Erickson announced the next public hearing date for the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan was set for Monday, December 4, 2017.

AGENDA ITEM NO. 5:

Discussion, consideration and possible action regarding the annexation of land owned by St. Gregory's University and the Benedictine Fathers of Sacred Heart Mission, Inc., located in Section 2, Township 10 North, Range 3 East; authorizing staff to proceed with Notice and Public Hearing requirements.

A staff report was given by City Manager Justin Erickson explaining that on January 17, 2017 approximately 520 acres owned by St. Gregory's University and the Benedictine Fathers of Sacred Hart Mission, Inc. were detached from the City of Shawnee. The lands were detached to facilitate United States Department of Agriculture (USDA) sponsored financing. The loan application was recently denied; with denial of the loan, a condition has been met within the agreement ancillary and the City Commission may now consider annexation of the property.

Mayor Finley stated that St. Gregory's University has other options for financial stability that they are currently seeking. Mayor Finley noted that Oklahoma Baptist University has been assisting St. Gregory's University with their current students.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Salter, to authorize staff to proceed with Notice and Hearing Requirements for the annexation of land owned by St. Gregory's University and the Benedictine Fathers of Sacred Heart Mission, Inc., located in Section 2, Township 10 North, Range 3 East. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 6:

Acknowledge Sales Tax Report received November 2017.

City Manager Justin Erickson reported that October sales tax collected this month was \$1,412,195.00 which is down \$56,091.00 or 3.82% from 2016. For the year the City is up 1.52% which is slightly below budget.

AGENDA ITEM NO. 7:

Consider Bids:

- a. Santa Fe Museum Parking Lot Improvements, Contract No. COS-PW-17-01 (Award)

City Manager Justin Erickson announced that one (1) bid was received. Staff was able to reduce the costs of the Base Bid to \$530,708.60, from \$687,727.65, by reducing the square yardage of brick paving. Commissioner Shaw questioned if any historic renovation grants were available for this project. Mr. Erickson stated there were none at this time.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to accept staff's recommendation and award the Santa Fe Parking Lot Improvements to Parathon Construction in the negotiated amount of \$530,708.60. Commissioner Shaw stated she appreciates staff efforts; however, she feels she must abstain because other factors need to be considered. Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Shaw

AGENDA ITEM NO. 8:

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

There was no New Business.

AGENDA ITEM NO. 9:

Commissioners Comments

Commissioner Gillham stated that he has noticed more homes being remodeled, and that the renovations are contagious.

Commissioner Rutherford asked City Manager Justin Erickson to give an update on the Household Hazardous Waste Event. Mr. Erickson stated the weather was not favorable with the event, but over one hundred individuals participated in the event.

Commissioner Shaw said she was not able to attend the Christmas Tree Lighting, but is pleased to hear it went well.

Commissioner Shaw expressed appreciation to partners of St. Gregory's University, noting the importance of keeping the University alive.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (7:05 P.M.)

COMMISSIONER GILLHAM LEFT THE CITY COMMISSION MEETING AT
7:05 P.M. AND DID NOT RETURN.

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (7:09 P.M.)

AGENDA ITEM NO. 10:

Consideration and possible vote to enter into executive session for discussion regarding the status of negotiations with the IAFF, Local No. 206 for a new Collective Bargaining Agreement for Fiscal Year 2017-2018 including discussion of a possible Memorandum of Understanding regarding the terms of employment pending an agreement being reached on a new Collective Bargaining Agreement as authorized by 25 O.S. Section 307(B)(2).

A motion was made by Vice Mayor Harrod, seconded by Commissioner Salter, to enter into executive session for discussion regarding the status of negotiations with the IAFF, Local No. 206 for a new Collective Bargaining Agreement for Fiscal Year 2017-2018 including discussion of a possible Memorandum of Understanding regarding the terms of employment pending an

agreement being reached on a new Collective Bargaining Agreement as authorized by 25 O.S. Section 307(B)(2). Motion carried 6-0.

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

NAY: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 7:10 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 7:36 P.M. WITH ALL MEMBERS PRESENT.

AGENDA ITEM NO. 11:

Consideration and possible action on the item discussion in executive session including possible vote to authorize the City Manager to enter into a mutually agreeable Memorandum of Understanding with Local No. 206 pending a resolution on the terms of a new Collective Bargaining Agreement for Fiscal Year 2017-2018.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to authorize the City Manager to enter into a mutually agreeable Memorandum of Understanding with Local No. 206 pending a resolution on the terms of a new Collective Bargaining Agreement for Fiscal Year 2017-2018. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 12:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:37 p.m.)

ATTEST:

RICHARD FINLEY, MAYOR

KACIE ECK, DEPUTY CITY CLERK

Regular Board of Commissioners

1.b.

Meeting Date: 12/04/2017

Acknow Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Shawnee Beautification Committee Minutes from October 19, 2017
-

Attachments

Beauti Minutes 10-19-2017

Minutes
Shawnee Beautification Committee
OCTOBER 19, 2017
The Shawnee Beautification Committee met at the Chamber of Commerce Board Room
The meeting was called to order at 4:00 pm

Roll Call was taken showing the following members present:

		Present	Absent
Member	Tom Terry	<u> X </u>	<u> </u>
Member	Sherry Lankford	<u> X </u>	<u> </u>
Member	Joe Harbeson	<u> X </u>	<u> </u>
Member	Debi Renegar	<u> </u>	<u> X </u>
City Staff	James Bryce	<u> X </u>	<u> </u>
City Staff	Whisper Peace	<u> X </u>	<u> </u>

Roll Call and Declaration of a Quorum.

AGENDA NO 1 **Approved Minutes for SEPTEMBER 21, 2017.** The minutes for SEPTEMBER 21, 2017 were approved with a motion made by Sherry Lankford and 2nd by Tom Terry. The motion carried unanimously.

AGENDA NO 2 **Discussion on "Gardening with the Experts."** The date for the "Gardening with the Experts has been set for January 27,2017, at Gordon Cooper, 2 of the 3 speakers will be Linda Vater to talk about bulb planting and Casey Hentges will talk about Botanic Gardens. Tom Terry will write a letter to recruit previous sponsors

AGENDA NO 3 **Discussion on Keep Oklahoma Beautiful Awards on November 18, 2017.** The Community Market of Pottawatomie County is a finalist this year. The City of Shawnee will have a table for the event that will seat 8 people.

AGENDA NO 4

Discussion on a New Mission Statement. Debi Renegar presented a new Shawnee Beautification Committee Mission Statement as follows:
To assist the City in developing and pursuing actions that beautify and improve our community with the goal of preserving and enhancing our natural and historic beauty for future generations.
To encourage residents to maintain their properties in appearance, neatness and overall beauty as a way to display civic pride.
A motion was made by Joe Harbeson and 2nd by Sherry Lankford.

AGENDA NO 6

New Business.

AGENDA NO 7

Miscellaneous Updates.

Tom Terry Mentioned that Joe, Jim and himself recently planted pansies in front of the clock at 10th and Bell Street.

James Bryce mentioned the 2nd round of Park Designs for Optimist Park and Dean Weigant Park will be on November 2nd at the Expo Center at 6:00pm and the same day the Downtown Alliance will meet with the architect about Celebration of Life Park.

Boo on Bell is October 20, 2017.

It was discussed that the creek area of 10th and at Main Street could use some brush removal.

James mentioned the Depot parking lot would be going out for bid soon.

AGENDA NO 8

Adjournment. Meeting was adjourned at 4:24pm.

Date

Chairman

Regular Board of Commissioners

1.c.

Meeting Date: 12/04/2017

FD Purchase Tahoe

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize Staff to purchase a 2018 Chevrolet Tahoe 4x4 with the county sales tax funds in the total amount of \$40,904.95.

Attachments

FD Purchase Tahoe



16 West 9th Street
P (405) 878-1671 | F (405) 878-1618



ADMINISTRATION

Dru Tischer, Fire Chief
(405) 878-1556

Andy Starkey, Deputy Fire Chief
(405) 878-1538

Clarice Brock, Secretary
(405) 878-1671

DATE: November 27, 2017
TO: Mayor, Vice Mayor and City Commissioners
CC: Justin Erickson, City Manager; Cindy Arnold, Finance Director
FROM: Dru Tischer, Fire Chief 
SUBJECT: Request Permission to Purchase Replacement Chief 1 Apparatus (2018 Chevrolet Tahoe) – County Sales Tax Fund

I am respectfully requesting permission to purchase a 2018 Chevrolet Tahoe from Hudiburg Chevrolet Fleet Services (Hudiburg Chevrolet currently holds the state bid contract for this vehicle make and model) at a total cost of \$40,904.95 (\$35,295.00 base vehicle price + \$5,609.95 for emergency response unit up-fit) using county sales tax funds that are designated for our department. This unit will replace a 2009 Chevrolet Tahoe that will be retired from service within our department after accumulating 88,000 extreme-service miles serving as our shift commander's vehicle (Chief 6) for 7 years. The specifications for the 2018 Chevrolet Tahoe I am requesting to purchase are listed in the state bid quote following this memo.



QUOTE

1127A

Hudiburg Auto Group
6000 Tinker Diagonal
Midwest City, OK 73110
(405)737-3389

DATE: 11/27/2017

PREPARED FOR: **Andy Starkey**
Shawnee FD

PREPARED BY: DEE ROBERSON
Vehicle Being Quoted 2018 Chevy Tahoe
Email
Phone Number

Description	Cost
SW035 State Contract	
2018 Chevy Tahoe	\$32,053.00
Add 4 WD SSV	\$2,567.00
Add Victory Red Paint	\$425.00
Add Bucket Seats	\$250.00
Upfit by Metro Emergency	\$5,609.95

Total Cost: **\$40,904.95**

Notes

Please let me know if you have any questions

The price includes all discounts rebates and/or concessions. Tag title license and delivery not included unless stated above.

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Regular Board of Commissioners

1.d.

Meeting Date: 12/04/2017

SHA Police Contract

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve agreement with the Housing Authority of the City of Shawnee for supplemental police services.

Attachments

SHA Police Contract Memo

SHA Police Contract



City of Shawnee

Chief Mason Wilson

16 W 9th

Shawnee, Oklahoma 74801

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

E-Mail: mwilson@shawneeok.org



FROM : **Mason Wilson**
Chief of Police

TO : Justin Erickson
City Manager

SUBJECT : 2017-18 Shawnee Housing Contract Renewal

DATE : November 21, 2017

Request 2017-18 Shawnee Housing Authority agreement for supplemental police services be placed on the next Commission agenda for renewal consideration.

HOUSING AUTHORITY OF THE CITY OF SHAWNEE, OKLAHOMA CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

This Contract, made and entered into this 1st day of November, 2017, by and between the Housing Authority of the City of Shawnee, Oklahoma, (hereinafter called the "Authority") and the City of Shawnee, Oklahoma, (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS, the Authority desires to contract with the City for additional police services to create a drug-and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all Authority locations;

NOW, THEREFORE, the Authority and the City agree as follows:

ARTICLE I Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the Assigned Personnel (police and civilian) under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

- A. The City, by and through its police department, will provide a minimum of one fulltime police officer(s) to perform 40 hours of specialized patrols to enforce all state and local laws and the Housing Authority Rules specified in this Contract. Sworn officer(s) shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.
- B. The City agrees to assign police officer(s) to targeted areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods, to maintain a police patrol presence.
- C. The City agrees that the police department will employ a community policing concept and that the police department's Crime Prevention Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing crime prevention programs in the public housing communities.
- D. The City agrees to collect and provide workload data in public housing developments. This will include providing copies of all police reports for incidents pertaining to public housing developments

- E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Authority's administrative grievance procedure, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member or a resident's household, or any guest or guests of a resident or household member.
- F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate police department personnel will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least annually.
- G. The City agrees that a policy manual exists to regulate police officer(s)' conduct and activities; all police officer(s) have been provided a copy of the policy manual; the department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and the personnel have been trained on the regulations and orders within the manual.
- H. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officer(s) to carry out the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles or other equipment requested by the Authority will be furnished at the expense of and shall remain the property of the Authority. The Authority and City may mutually agree to lease equipment or vehicles.
- I. The police department will provide to officer(s) a minimum of sixteen (16) hours of training on community relations and interpersonal communication skills within a year of accepting an HA assignment.
- J. The City agrees to provide, at a minimal cost to the Authority, criminal background checks of proposed applicants. This information will be provided in a manner consistent with all applicable National Crime Information Center or State laws and regulations.
- K. The police department shall designate a command officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority or that official's designate.

The Administrative Liaison Officer will ensure that the Assigned Personnel perform the following duties:

1. Coordinate the dissemination and processing of police and security reports and coordinate in resolving problems or in carrying out the provisions of this Contract;
2. Establish and maintain an ongoing line of communication with Beat/Zone Commanders and other police personnel;
3. Prepare semiannual progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Police Chief, appropriate Deputy Chiefs and Beat/Zone Commanders and identified community representatives; and political leadership, e.g. mayor and council members.
4. Initiate and monitor ongoing lines of communication with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders.

5. Attend a minimum of one Resident Advisory Board meeting each year;
 6. Coordinate security workshops and training seminars for residents and Authority staff;
 7. Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and
 8. Meet on a weekly basis with Authority staff to address problems and needs in Authority areas.
- L. In the event that a Housing Authority provides its own police/security services, the City shall provide the dispatch function for Housing Authority Police patrol units. The Housing Authority will provide specifications of the performance requirements to meet the communications needs.
- M. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officer(s) and all employee benefits, as well as any injury to officer(s), their property, or the City's property while on the Authority's property.
- N. The Assigned Personnel shall possess and maintain CLEET Certification.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

- A. The Authority will provide training of residents, Authority on-site management staff and the Assigned Personnel with information on community policing and crime prevention issues associated with public housing. This may include, but not be limited to, training in the following:
1. Crime prevention and security responsibilities;
 2. Community organization/mobilization against the causes of and precursors to crime;
 3. Drug awareness and control;
 4. Orientation and familiarization with the public housing communities for the assigned officer(s); and
 5. Orientation to the lease contract, and lease compliance enforcement procedures and policies.
- B. The Authority will provide the following in-kind accommodations, services and equipment:
1. Accommodations – The Authority will provide suitable space to be used as a satellite office at each site targeted for additional police services.
 2. Services – Each satellite office will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Housing Authority.
 3. Equipment – Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.

4. Modification/Damage – The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City’s operational needs. Any damage to the unit or equipment provided by the Housing Authority for City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the Authority.
- C. The Authority shall provide a annual assessment of the results achieved, as measured against the performance objectives specified in the Plan of Operations listed in Article IV of this Contract.
 - D. The Authority shall reserve the right to reasonably request the police department to replace any Assigned Personnel for the following reasons:
 1. Neglect or non-performance of duties;
 2. Disorderly conduct, use of abusive or offensive language, or fighting;
 3. Criminal action;
 4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority;
 5. Inadequate punctuality or attendance; or
 6. Substantiated complaints from public housing residents or management.

The Authority shall provide a written enumeration of the reasons for the request for replacement of the Assigned Personnel, including documentation and witnesses to the alleged behaviors.
 - E. The Authority will provide the City with a Public Housing Police Report Form(s) for assigned officer(s) to complete. These forms are not to replace police reports utilized by the City.
 - F. The Authority will provide the City with the applicable Authority rules and regulations for compliance with this Contract.
 - G. The Authority will work with the police department to subsidize housing or rent costs for volunteer police officer(s) to reside in a public housing development selected by the Authority.

ARTICLE II

Enforcement of Rules and Regulations

- A. The City, through its police officer(s), is hereby empowered to enforce the following Authority rules and regulations:
 1. Unauthorized visitors in unoccupied structures of the Authority shall be removed.
 2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
 3. Unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With Regard to the foregoing rules and regulations, the City's police officer(s) are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

- B. The City, through its police officer(s), is hereby empowered to enforce Authority rules or regulations.
- C. The City, through its police officer(s), is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.
- D. Nothing herein contained shall be construed as permitting or authorizing police officer(s) to use any method or to act in any manner in violation of law or of their sworn obligation as police officer(s).

ARTICLE III Communications, Reporting and Evaluation

A. Communications

1. Access to Information

The City agrees that the Authority will have unrestricted access to all public information which in any way deals with the criminal activity in any of the Authority's communities. It is further agreed that the City police department will provide the Authority copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the City police department on a regular basis in accordance with specific procedures that have been or will be established.

Existing procedures should be included as an Addendum to this Contract.

B. Reporting

1. Forms

The police department will require all Assigned Personnel (police officer(s)) to complete incident reports provided by the Authority at the conclusion of each week and forward the original report to the Authority's designee. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
- b. Calls/requests for service
- c. Suspicious persons - name and description
- d. Vehicles abandoned/towed/stolen
- e. Drug paraphernalia confiscated/found
- f. Arrests/citations of both residents and outsiders to include age, sex, ethnicity
- g. Property recovered/stolen
- h. Counseling of residents and visitors
- i. Broken lights/sidewalks & safety issues

- j. Graffiti & vandalism
- k. Vehicle license number of suspicious persons
- l. Weapons violations/seized
- m. Workshops, seminars, and any community policing events

2. Media Coordination

The police department will relay to the Executive Director or his designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Authority agree that any evaluation shall include:

- 1. Hours worked by police officer(s) for:
 - a. Foot patrol
 - b. Bicycle patrol
 - c. Motorized patrol
 - d. K-9 patrol
 - e. Special operations
- 2. Response time to targeted communities by City-paid officer(s) and Authority-paid officer(s) by Priority I (emergency), Priority II (non-emergency), and Priority III (if utilized)
- 3. Comparison of crime and workload in the targeted communities for the previous 4 years and the period of the Contract
- 4. Arrests (to include drug violations)
- 5. Vehicles towed
- 6. Positive contacts
- 7. Referrals
- 8. Trespassers removed
- 9. All UCR or NIBRS Reports
- 10. Calls for service
- 11. Weapons seized
- 12. Property stolen/recovered
- 13. Community feedback
- 14. K-9 use log

It is further agreed that the City will provide comparable crime information for the City as a whole to facilitate the evaluation to include what proportion of activities City-wide occur on Authority property.

ARTICLE IV Plan of Operations

- A. The City and the Authority shall prepare a detailed plan of operations for use in eliminating crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The plan of operations will minimally specify the following:

1. Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
 2. Staffing levels;
 3. Responsibilities of key personnel;
 4. Organization and resources, to include personnel, equipment, in-kind support, etc.;
 5. Hours of operation, to encompass schedules of major tasks and activities; and
 6. Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract.
- B. The plan of operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations as it deems appropriate. The Authority must approve the plan in order for payment to begin.
- C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

ARTICLE V Term of Contract

The term of this Contract shall be for one (1) year(s) beginning on the date approved by both parties.

ARTICLE VI Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract in a total amount not to exceed Fifty thousand dollars and no cents (\$ 50,000.00), in the following expense categories:

Expense Category	Amount
Assigned Personnel Salaries	<u>\$ 50,000.00</u>

(Reimbursement of Law Enforcement over and above the baseline of services.)	
Administrative Liaison Officer	\$ <u>0.00</u>
Prorated Salary and Benefits	
Communications/Other Miscellaneous	\$ <u>0.00</u>
Expenses/Equipment	

- B. The Authority shall reimburse the police department on a monthly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures. Total reimbursement shall not exceed \$50,000.00 for one full time officer for one year and is contingent on receiving funding.
- C. The percent of overtime authorized under this Contract for court appearances or other hearings is 0%.
- D. The City shall provide the following documentation in requesting reimbursement:
1. Copies of Certified Payroll Time Reports documenting names, employee identification, hours worked in public housing developments, supervisory approval of the report, and supervisory verification of the necessity for any overtime worked.
 2. Copies of receipts for other allowable communications and other miscellaneous expenses shall be subject to pre-approval, and shall be accompanied, at the time of reimbursement request, by a brief explanation of the expense incurred.
- E. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the Authority shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VII Termination

- A. The Authority may terminate this Contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.
- B. The City may terminate this Contract upon the provision of thirty (30) days written notice to the Authority. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

ARTICLE VIII Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority:	Housing Authority of the City of Shawnee, OK 601 West 7 th Street P.O. Box 3427 Shawnee, OK 74802-3427
------------	--

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

ARTICLE IX
Construction of Laws

This Contract is made and entered into in the City. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State in which the City is located.

ARTICLE X
Entire Contract

The Contract shall consist of the following component parts:

- (a) This Contract;
- (b) Any subsequent addenda agreed to by both parties.

ATTEST:

Special Projects Manager
Housing Authority of the City
of Shawnee, OK

Executive Director
Housing Authority of the City
of Shawnee, OK

ATTEST:

City Clerk
City of Shawnee, OK

Mayor
City of Shawnee, OK

APPROVED AS TO FORM:

Police Chief
City of Shawnee, OK

City Manager
City of Shawnee, OK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2017.

City Attorney
City of Shawnee, OK

Regular Board of Commissioners

1.e.

Meeting Date: 12/04/2017

ROW Easement to CVEC

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize a right-of-way easement be given to Canadian Valley Electric Cooperative, Inc. to serve an existing City Lake Lot Lease site at Shawnee Twin Lakes.

Attachments

CVEC ROW Easement



Date: November 29, 2017

To: City of Shawnee Commissioners

From: Justin DeBruin, Community Development Director

RE: Easement at Shawnee Twin Lakes, Lot 1, Roewe Tract (15511 Perry Road)

Raymond Burrell, Lease Lot 1, Roewe Tract (15511 Perry Road) at Shawnee Twin Lakes. Mr. Burrell obtained the lot through a transfer approved by the City Commission on June 7th, 2010. In order to be served with electrical services from Canadian Valley Cooperative, an easement from the property owner (the City) is required. A similar easement on the subject property was approved by the City Commission in November of 2016, allowing for the main power supply to be brought to the property. The additional easement requested will allow the service line to connect to the house.

Staff recommends approval of the easement. Canadian Valley pays a fee-in-lieu of franchise tax (3%), plus municipal sales tax (Ordinance #2423NS, #2424NS, Section 26-1 SMC) to the City of Shawnee.

CANADIAN VALLEY ELECTRIC COOPERATIVE
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned grantor, City of Shawnee, a municipal corporation, do hereby grant unto the Canadian Valley Electric Cooperative, Inc., a cooperative corporation, whose address is P.O. Box 751, Seminole, Oklahoma 74868, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of Pottawatomie, State of Oklahoma, and more particularly described as follows:

In the SE/4 of the NW/4 of

Section 15, Township 10 North, Range 02 East, containing n/a acres, more or less:

(*Right-of-Way to be 15 feet on each side of the proposed pole line and/or underground line center (total of 30 feet) beginning at a point approximately 2,195 feet East and 2,270 feet South of the NW corner of the NW/4 of said section and continuing South-Southwesterly approximately 100 feet,

and to construct, operate, upgrade, and maintain on the above described lands and in or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or facilities and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling and the right to maintain, operate, upgrade, and repair electric wires and facilities for the distribution of electric energy and the right of ingress and egress over grantor(s) lands adjacent to the right-of-way for the purposes set forth herein.

The undersigned covenant that they are owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 20 ____.

Witness

Representative Signature

REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)

COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 20 ____
by _____ as _____
for City of Shawnee.

My Commission expires: _____
(SEAL)

Notary Public / Commission # _____

FORM MUST BE NOTARIZED

CVEC USE ONLY
W.O.# 48457

RETURN ORIGINAL TO: CVEC, P.O. Box 751, Seminole, OK 74868

EASEMENT INSTRUCTIONS

1. Landowner must specify if the lands are free and clear of encumbrances, mortgages, or liens on the lines provided, by either a notation of "None" or the names of the persons holding the encumbrance, mortgage or lien.
2. Easement language cannot be altered in any way.
3. Easement must be perpetual and cannot have any termination date or criteria added.
4. A witness is not required, other than the notary. The witness line can be used if it is a requirement by an entity that is being represented by their signing agent.
5. Easement must be completed by all parties having legal (surface) ownership of described property. IE: Husband and Wife, all Parties in an ETAL ownership, etc. Their signature(s) should be on the lines to the right of the Witness area, and their name(s) should be printed at the top of the form where noted.
6. The notary should complete all required information in that section of the form. If easement is being signed in a Representative capacity, then notary must print the representative's name, title, and the name of the owning entity.

Canadian Valley Electric Cooperative needs the original document and will not accept an incomplete and/or inaccurate easement nor a copy of the easement.

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

Meeting Date: 12/04/2017

Mayor Appts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments

Zoning Board of Adjustment

Ed Bolt 1st Full Term

Expires 6/1/2020

Replaces Tom Bied – Termed Out

AttachmentsZBOA Bolt App



RECEIVED
SEP 06 2017
CITY CLERK

APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>ED BOLT</u>	Application Date: <u>9/5/17</u>
Address: <u>15 E FRANKLIN ST</u>	Date of Birth: <u>3/3/57</u>
Mailing Address: <u>SHAWNEE, OK 74804</u>	
Daytime Phone: <u>405-650-1439</u> Fax: <u>—</u>	Email: <u>ed@edboltphoto.com</u>
Profession: <u>Photographer</u>	
Business Name: <u>edboltphoto.com</u>	
Business Address: <u>15 E Franklin ST</u>	
Business Phone: <u>405 650-1439</u> Fax: <u>—</u>	Email: <u>ed@edboltphoto.com</u>

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

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

If so, please list the board/committee: —

How many years have you lived in Shawnee? 1

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

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

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

I HAVE A PASSION for making SHAWNEE a better place to
LIVE AND WORK

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

I HAVE GAINED A LOT OF KNOWLEDGE OF SHAWNEE WORKING ON MULTIPLE VOLUNTEER BOARDS. I HAVE AN EXTENSIVE LIST OF CONTACTS ACCUMULATED THROUGH BUSINESS AND PLANNING EVENTS. MAKING SHAWNEE A BETTER PLACE IS A PASSION OF MINE.

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

VP - SAFE EVENTS FOR FAMILIES, VP - HISTORIC SHAWNEE ALLIANCE
SEC - VISIT SHAWNEE INC.

List education, including degree(s) earned:

MUSTANG HS
OU - POLITICAL SCIENCE (NO HAS)

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:

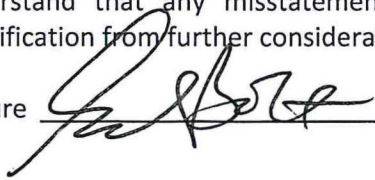
Name	Relationship	Telephone Number
DELL KENGB	FRIEND / SELF	405-609-0308
JUSTIN EICKEN	FRIEND / CITY EVENTS	405-878-1601
MARTY LEWIS	FRIEND / BUSINESS	405-623-9444

PLEASE READ CAREFULLY:

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

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

Signature



Date

9/5/17

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
llasyone@shawneeok.org

Regular Board of Commissioners

3.

Meeting Date: 12/04/2017

OML 25 Years

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Presentation of Oklahoma Municipal League (OML) certificates to employees with 25 or more years of service with the City of Shawnee.

James Bryce
Steve Leader
Ronnie Wilson

John Krywicki
Mike VanAntwerp

Attachments

No file(s) attached.

Regular Board of Commissioners

4.

Meeting Date: 12/04/2017

Avedis Presentation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by Michelle Briggs, President/CEO of Avedis Foundation.

Attachments

No file(s) attached.

Regular Board of Commissioners

5.

Meeting Date: 12/04/2017

TIF District Public Hrg

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing for the purpose of giving members of the public an opportunity to be heard prior to any vote on the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan.

Attachments

TIF District Memo

TIF District Findings

TIF District Planning Reso



Office of the City Manager

MEMORANDUM

AGENDA: November 20, 2017

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **Downtown Revitalization Project Plan (TIF District)**

SUMMARY AND BACKGROUND

The City of Shawnee currently has one tax increment financing district that was established in 2003 to support downtown revitalization efforts (Ordinance 2098). The current district is set to expire at the 15-year mark. Over the last 13 years, the TIF District has generated approximately \$692,000 to help fund streetscape efforts.

With the recent completion of the Downtown Streetscape Project, it was time to reevaluate the TIF District boundaries, purpose, project scope and timing to ensure that City and community goals for downtown revitalization are met. The Center for Economic Development Law assisted the City in 2002-2003, when the District was established.

On July 17, 2017 the City Commission approved a contract with the Center for Economic Development Law to assist the City with the process of reviewing and updating our Downtown Revitalization Project Plan. Over the last few months, the Review Committee met and made its findings and recommendations (attached) on October 24 with unanimous agreement. The Shawnee Planning Commission met on November 1 and unanimously recommended approval to the City Commission (attached).

Detailed information including the Financial Impact Report, Amended and Reinstated Project Plan and Eligibility Report can be found at: <http://www.shawneeok.org/revitalizationproject/>

A formal presentation and summary of the project will be made at the November 20 meeting.

RECOMMENDATION

No formal action is required by the City Commission on November 20. On December 4, a second public hearing will be held and an ordinance will be presented at that time for consideration.

Attachments

**FINDINGS AND RECOMMENDATION OF THE
SHAWNEE DOWNTOWN REVITALIZATION PROJECT AMENDMENT
REVIEW COMMITTEE**

After review of the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan ("Project Plan"), the proposed extension of ad valorem Increment District No. 1, City of Shawnee, the proposed establishment of ad valorem Increment District No. 2, City of Shawnee, and such other information as deemed relevant, the Shawnee Downtown Revitalization Project Amendment Review Committee ("Review Committee") makes the following findings and recommendation:

A. Findings Regarding Eligibility of the Proposed Project Area and Increment District

1. The proposed Project Area the existing Increment District No. 1, City of Shawnee ("Increment District No. 1"), and the proposed Increment District No. 2, City of Shawnee ("Increment District No. 2") (Increment District No. 1 and Increment District No. 2, collectively, "Increment Districts"), are wholly within a state-designated enterprise zone and therefore meet the definition of an "enterprise area" under the Local Development Act (62 O.S. § 853(5)).
2. The level of investment, development, and economic growth desired by the City of Shawnee is difficult, but possible, within the proposed Project Area and Increment Districts if the provisions of the Local Development Act are utilized.
3. Tax increment financing is a necessary component in stimulating reinvestment in the proposed Project Area and Increment District.
4. Tax increment financing will be used to supplement and not supplant or replace normal public functions and services in the proposed Project Area and Increment Districts.
5. Tax increment financing will be used in conjunction with existing programs and efforts and other locally implemented economic development efforts.
6. The Project Plan emphasizes conservation, preservation, and rehabilitation.

B. Findings Regarding Financial Impact on the Affected Taxing Jurisdictions and Business Activities Within the Proposed Project Area and Increment District

1. As described in Section X of the Project Plan, the anticipated private development will generate tax increments sufficient to pay a substantial portion of the authorized project costs of the project proposed by the Project Plan. Without the Project Plan and Increment Districts, the development described in the Project Plan and the resulting increases in tax revenues would not occur.

2. The development anticipated by the project will not result in a measurable increase in demand for services by or in costs to the affected taxing jurisdictions.
3. The public revenue anticipated to result from the development described in the Project Plan includes increased tax revenue beyond the revenues being apportioned to pay project costs authorized by the Project Plan.
4. The economic benefits of the Project Plan for the affected taxing jurisdictions and the community as a whole offset the adverse financial impacts, if any, of the Project Plan on the affected taxing jurisdictions.
5. The aggregate impacts on the affected taxing jurisdictions and on business activities from implementation of the Project Plan are positive and include the achievement of the objectives set forth in Section IV of the Project Plan.

Resolution Recommending Approval

NOW, WHEREAS, the Review Committee has reviewed the proposed Project Plan and Increment Districts; and

WHEREAS, the findings of the Review Committee demonstrate that the proposed Project Area and Increment Districts meet the conditions for eligibility; and

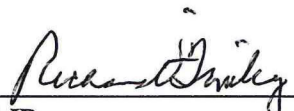
WHEREAS, the findings of the Review Committee demonstrate that the financial impacts on the affected taxing jurisdictions and business activities from implementation of the Project Plan are positive; and

WHEREAS, the findings of the Review Committee demonstrate that approval of the Project Plan by the City of Shawnee is appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Shawnee Downtown Revitalization Project Amendment Review Committee that approval of the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan, including extension of the ad valorem Increment District No. 1, City of Shawnee, and the creation of ad valorem Increment District No. 2, City of Shawnee, is hereby recommended.

ADOPTED by the Shawnee Downtown Revitalization Project Amendment Review Committee this ____ day of October, 2017, and **SIGNED** by its Chair.

APPROVED:



CHAIR

I, Lisa Lasyone, Acting Secretary of the Shawnee Downtown Revitalization Project Amendment Review Committee, certify that the foregoing resolution was duly adopted at a special meeting of the Shawnee Downtown Revitalization Project Amendment Review Committee, held in the Board Room of the Greater Shawnee Chamber of Commerce, 231 North Bell Avenue in Shawnee, Oklahoma, on the 24th day of October, 2017; that said meeting was held in accordance with the Open Meeting Act of the State of Oklahoma; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during such meeting; and that said resolution was adopted by a majority of those present.



Lisa Lasyone
ACTING SECRETARY

PLANNING COMMISSION

RESOLUTION NO. 2017-1

RESOLUTION DETERMINING THAT THE AMENDED AND RESTATED SHAWNEE DOWNTOWN REVITALIZATION PROJECT PLAN IS IN CONFORMANCE WITH THE CITY OF SHAWNEE COMPREHENSIVE PLAN AND RECOMMENDING THAT THE CITY COMMISSION APPROVE AND ADOPT THE AMENDED AND RESTATED SHAWNEE DOWNTOWN REVITALIZATION PROJECT PLAN

WHEREAS, it is an objective of the City of Shawnee, Oklahoma ("City"), to promote economic development within its boundaries in order to attract investment, enhance the tax base, stimulate economic growth, and improve the quality of life in and around the City; and

WHEREAS, the City envisions the continued development of its central business district and surrounding neighborhoods as a new destination area within the City, consisting of infill development with commercial, residential, office, industrial, and mixed-use components, as well as improved streetscapes and pedestrian accessibility ("Project"); and

WHEREAS, the Project will promote the public good, general welfare, economic security, and prosperity of the City and its inhabitants; and

WHEREAS, the Amended and Restated Shawnee Downtown Revitalization Project Plan ("Project Plan") is a project plan as defined under the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.* ("Act"); and

WHEREAS, the provisions of the Act lay out procedures for approval of a project plan to develop qualified project areas; and

WHEREAS, the Shawnee Downtown Revitalization Project Amendment Review Committee, including a representative of the Shawnee Planning Commission, has recommended the approval of the Project Plan after finding the project eligible and determining that the Project Plan will make a positive impact on affected taxing jurisdictions and business activities within the increment districts; and

WHEREAS, the Shawnee Planning Commission has reviewed the City of Shawnee Comprehensive Plan and the Project Plan; and

WHEREAS, the Project Plan is appropriate and desirable in order to support efforts to achieve the objectives of the City of Shawnee Comprehensive Plan; and

WHEREAS, the Shawnee Planning Commission finds it appropriate and desirable to recommend to the City Commission that it approve and adopt the Project Plan.

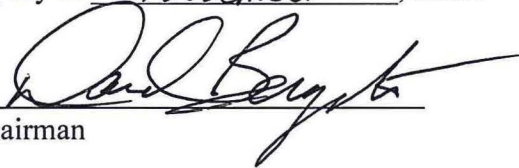
NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1: The Amended and Restated Shawnee Downtown Revitalization Project Plan is hereby declared to be in conformance with the City of Shawnee Comprehensive Plan.

SECTION 2: The Amended and Restated Shawnee Downtown Revitalization Project Plan is determined to be desirable.

SECTION 3: Recommendation is hereby made to the Shawnee City Commission that it approve and adopt the Amended and Restated Shawnee Downtown Revitalization Project Plan.

PASSED AND APPROVED this 1st day of November, 2017.


Chairman

ATTEST:


Secretary

Regular Board of Commissioners**6.**

Meeting Date: 12/04/2017

TIF District Ord

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information**Title of Item for Agenda**

Consideration of an ordinance approving and adopting the Amended and Restated Shawnee Downtown Revitalization Project Plan pursuant to the Oklahoma Local Development Act; designating and adopting project area and increment district boundaries; confirming the establishment of a date for the creation of Increment District No. 1, City of Shawnee; establishing a date for the creation of Increment District No. 2, City of Shawnee; adopting certain findings; authorizing the City of Shawnee to carry out and administer the project plan; establishing a tax apportionment fund; declaring apportioned funds to be special funds of the City of Shawnee or the Shawnee Municipal Authority; authorizing the use of increment revenues for the payment of certain project costs; authorizing the Shawnee Municipal Authority to carry out certain provisions of the project plan; ratifying and confirming the actions, recommendations and findings of the Shawnee Downtown Revitalization Project Amendment Review Committee and the Shawnee Planning Commission; directing continuing apportionment; providing for severability; and declaring an emergency.

AttachmentsTIF District Ord

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING THE AMENDED AND RESTATED SHAWNEE DOWNTOWN REVITALIZATION PROJECT PLAN PURSUANT TO THE OKLAHOMA LOCAL DEVELOPMENT ACT; DESIGNATING AND ADOPTING PROJECT AREA AND INCREMENT DISTRICT BOUNDARIES; CONFIRMING THE ESTABLISHMENT OF A DATE FOR THE CREATION OF INCREMENT DISTRICT NO. 1, CITY OF SHAWNEE; ESTABLISHING A DATE FOR THE CREATION OF INCREMENT DISTRICT NO. 2, CITY OF SHAWNEE; ADOPTING CERTAIN FINDINGS; AUTHORIZING THE CITY OF SHAWNEE TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; ESTABLISHING A TAX APPORTIONMENT FUND; DECLARING APPORTIONED FUNDS TO BE SPECIAL FUNDS OF THE CITY OF SHAWNEE OR THE SHAWNEE MUNICIPAL AUTHORITY; AUTHORIZING THE USE OF INCREMENT REVENUES FOR THE PAYMENT OF CERTAIN PROJECT COSTS; AUTHORIZING THE SHAWNEE MUNICIPAL AUTHORITY TO CARRY OUT CERTAIN PROVISIONS OF THE PROJECT PLAN; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE SHAWNEE DOWNTOWN REVITALIZATION PROJECT AMENDMENT REVIEW COMMITTEE AND THE SHAWNEE PLANNING COMMISSION; DIRECTING CONTINUING APPORTIONMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

WHEREAS, the City of Shawnee, Oklahoma (“City”) has prepared the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan (“Project Plan”), which completely amends and restates the Shawnee Downtown Revitalization Project Plan originally adopted in 2003, in accordance with the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.* (“Act”); and

WHEREAS, the purpose of the Project Plan is to help the City achieve its development objectives by authorizing the appropriate and necessary public support and assistance for the continued development and enhancement of downtown Shawnee and its immediately surrounding area, as a special and unique place within Shawnee, a place to live, work, shop, and play (“Project”); and

WHEREAS, the Project Plan supports the City’s efforts to achieve its development objectives, improve the quality of life for its citizens, stimulate private investment, and enhance the tax base, thereby making possible investment that would be difficult without the adoption of the Project Plan and the continued apportionment of incremental ad valorem tax revenue from Increment District No. 1, City of Shawnee (“TIF 1”) for an additional ten fiscal years, and the apportionment of incremental ad valorem tax revenue from the proposed Increment District No. 2, City of Shawnee (“TIF 2”) for a full twenty-five fiscal years; and

WHEREAS, the Shawnee Downtown Revitalization Project Amendment Review Committee (“Review Committee”), comprised of a representative of the City, a representative of the Shawnee Planning Commission (“Planning Commission”), representatives of each of the affected taxing jurisdictions (including Pottawatomie County, Shawnee Public Schools, Pioneer Library System, Pottawatomie County Health Department, and Gordon Cooper Technology Center) and three members of the public at large, one of whom is a representative of the City’s business community, has reviewed the Project Plan; and

WHEREAS, the Review Committee has reviewed the proposed Project Area, the existing TIF 1, and the proposed TIF 2, in accordance with the criteria specified in the Act and has determined that TIF 1 remains eligible and TIF 2 is eligible for designation as increment districts and for development under the Act and that the financial impacts on the affected taxing jurisdictions and business activities from implementation of the Project Plan are positive; and

WHEREAS, the Review Committee has adopted its findings and recommends to the City Commission the approval of the Project Plan, including extending the effective life of TIF 1 from its original fifteen (15) years to twenty-five (25) years, and creating TIF 2; and

WHEREAS, the Planning Commission has determined that the Project Plan conforms to the City of Shawnee Comprehensive Plan and is desirable; and

WHEREAS, the Planning Commission has adopted a resolution recommending to the City Commission the approval of the Project Plan, including extending the effective life of TIF 1 and creating TIF 2; and

WHEREAS, all of the Project Area, including the areas of both TIF 1 and TIF 2, lies within a state-designated enterprise zone and therefore meets the definition of an enterprise area as defined by the Act; and

WHEREAS, the projected investment and development are difficult, but possible, within the Project Area, TIF 1, and TIF 2, if the Project Plan is adopted and implemented; and

WHEREAS, tax increment financing is a necessary component in generating economic development in the Project Area, TIF 1, and TIF 2; and

WHEREAS, the eligible project costs contained in Section VIII of the original Shawnee Downtown Revitalization Project Plan adopted by Ordinance No. 2098NS on August 4, 2003, for purposes of this Ordinance, are intended to be considered paid in full; and

WHEREAS, the apportioned increment revenues derived from TIF 1 and TIF 2, prospectively, will be used to finance eligible project costs contained in Section VIII of the Project Plan; and

WHEREAS, the extension of TIF 1 and establishment of TIF 2 will work in conjunction with existing programs and other locally implemented economic development efforts in order to encourage economic development in the Project Area; and

WHEREAS, the Project is expected to generate substantial new investment within TIF 1 and TIF 2, and to stimulate additional indirect economic benefits outside of both TIF districts which would not occur without the Project; and

WHEREAS, the Project Plan provides tools which will supplement and not supplant or replace normal public functions and services; and

WHEREAS, neither the boundaries of the TIF 1 or TIF 2 dissect any similar area or create an unfair competitive advantage; and

WHEREAS, maximum effort has been made to allow full public knowledge and participation in the application of the Act in the review and approval of the Project Plan; and

WHEREAS, all required notices have been given and all required hearings have been held in connection with the Project Plan, as prescribed by the Act, the Oklahoma Open Meetings Act, 25 O.S. §301, *et seq.*, and other applicable law; and

WHEREAS, pursuant to said notice, all persons present were given an opportunity to be heard for and against the Project Plan; and

WHEREAS, the City has the right, pursuant to the Act, to make minor amendments to the Project Plan; and

WHEREAS, the Shawnee Municipal Authority, a public trust, is authorized and designated to carry out certain provisions of the Project Plan, pursuant to the Act; and

WHEREAS, the City deems it appropriate and desirable and in the best interest of the City and its citizens to adopt and approve the Project Plan, including the extension of TIF 1 and establishment of TIF 2.

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

SECTION 1: In order to develop the eligible Project Area, the City of Shawnee (“City”) elects to utilize Article 10, Section 6C of the Constitution of the State of Oklahoma and the Local Development Act, 62 O.S. § 850, *et seq.* (“Act”), which authorize the use of local taxes for specific

public investments, assistance in development financing, and as a revenue source for other public entities in the area, and which provide for the direction of apportionment of local taxes to plan, finance, and carry out development of unproductive, undeveloped, underdeveloped, or blighted areas as determined by the governing body of a city, town or county.

SECTION 2: The Amended and Restates Shawnee Downtown Revitalization Project Plan is hereby adopted and approved, as recommended by the Shawnee Planning Commission (“Planning Commission”) and the Shawnee Downtown Revitalization Project Amendment Review Committee (“Review Committee”). As used herein, “Amended and Restated Shawnee Downtown Revitalization Project Plan,” “Amended and Restated Project Plan,” and “Project Plan” shall mean the document dated October 11, 2017, and comprised of: one (1) cover sheet; one (1) table of contents page; six (6) pages of text; four (4) exhibits labeled Exhibit A, Exhibit B, Exhibit C, and Exhibit D; and titled “Amended and Restated Shawnee Downtown Revitalization Project Plan.”

SECTION 3: The membership of the Review Committee and all actions taken and all recommendations and findings made in connection with the Project Plan by the Review Committee and the Planning Commission are hereby ratified and confirmed.

SECTION 4: Increment District No. 1, City of Shawnee (“TIF 1”), an ad valorem increment district, was created by Ordinance No. 2098NS on August 4, 2003, and given an effective life of fifteen (15) fiscal years. TIF 1’s effective life is hereby extended from fifteen (15) fiscal years to twenty-five (25) fiscal years, as measured from its August 3, 2003 creation date, so that apportionment of increment revenue from TIF 1 will end on the earlier of June 30, 2028 or upon payment of all project costs described in the Project Plan.

SECTION 5: Increment District No. 2, City of Shawnee (“TIF 2”), an ad valorem increment district, is hereby created as of the date this Ordinance becomes effective (TIF 1 and TIF 2, collectively, the “TIF Districts”).

SECTION 6: The boundaries of the Shawnee Downtown Revitalization Project Area are coterminous with the boundaries of the TIF Districts, as described in Section 7 herein.

SECTION 7: The respective boundaries of the TIF Districts are shown on Exhibit A of the Project Plan and described on Exhibit B of the Project Plan, and are hereby designated and adopted as follows:

TIF 1 Legal Description

An area lying within Section 19, Township 10 North, Range 4 East, City of Shawnee, Pottawatomie County, State of Oklahoma, being further described as follows:

All of Blocks One (1), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28) and Twenty-nine (29), of the Amended Plat of the NW Quarter of the City of Shawnee; and

All of Blocks Five (5), Six (6), Fifteen (15), Sixteen (16), and Twenty-five (25), of Choctaw Addition to the City of Shawnee;

Including all of the streets, their rights-of-way and intersections lying inside the boundaries of the described area.

TIF 2 Legal Description

An area lying within Section 19 and Section 24, Township 10 North, Range 4 East, City of Shawnee, Pottawatomie County, State of Oklahoma, being further described as:

Lots seventeen (17) thru thirty-two (32) of Block Nineteen (19) of the Amended Plat of the NW Quarter Shawnee Addition;

All of Blocks One (1), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Twenty-one (21), Twenty-two (22), Twenty-Three (23) Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Thirty-eight (38), Thirty-nine (39), of the Amended Plat of the NW Quarter of the City of Shawnee; and

Blocks Twenty (20), Twenty-eight (28) and Twenty-nine (29), Thirty (30), and Thirty-one (31) North of the center line of the Rail Road Tracks of the Chicago, Rock Island and Pacific Railway of the Amended Plat of the NW Quarter of the City of Shawnee; and

All of Block Fourteen (14) A.P. Choctaw Addition; and

All of Blocks Four (4), Five (5), Six (6), Seven (7), Thirteen (13), Fifteen (15), Sixteen (16), Seventeen (17) Eighteen (18), Twenty-Two (22) Twenty-three (23), Twenty-four (24) and Twenty-Five (25), of Choctaw Addition to the City of Shawnee; and

All parts of Blocks Three (3), Eight (8), Nine (9), Twelve (12), Nineteen (19), Twenty-one (21) West of the center line of the Railroad tracks of the Atchison, Topeka, and Santa Fe Railway; and

All of Block Two (2) of Amended Plat of Block “14” and a Part of Block “C” Beards Addition to the City of Shawnee; and

Lots One (1) thru (6) Block (1) Lots One (1) thru Six (6) Block Three (3) and Lots One (1) thru Six (6) Block Four (4) of Amended Plat of Block “14” and a Part of Block “C” Beards Addition to the City of Shawnee; and

Block Eleven (11) Lots Six (6) thru Eleven (11) and Block Twelve (12) Lots Six (6) thru Eleven (11) of Beard Addition; and

The North One/Third (1/3) of Block B of Beards Addition; and

All of Blocks Seventy-Five (75), Seventy-Six (76), Seventy-seven (77), Ninety-two (92), Ninety-three (93), Ninety-four (94), One hundred Three (103), One hundred Four (104), One Hundred Five (105), One hundred Twenty (120), One hundred Twenty-one (121), and One hundred Twenty-two (122) of the Amended Plat of the SW Quarter Shawnee Addition; and

Block eight (8) Lots one (1) thru Twenty (20) of the Fair Grounds Addition.

Including all of the streets, their rights-of-ways, and intersections lying inside the boundaries of the described areas.

SECTION 8: The City hereby finds and determines:

- (a) That the Project Area, including the TIF Districts, is an enterprise area as defined by the Act;
- (b) that the financial impacts of the proposed Project Plan and Project on the affected taxing jurisdictions and business activities within the TIF Districts are positive and that the economic benefits for the community as a whole offset any adverse impacts;

- (c) that the improvement of the Project Area is likely to enhance the value of other real property in the area and to promote the general public interest;
- (d) that the Project Plan complies with the guidelines of Section 852 of the Act, including specifically paragraphs 1 and 2;
- (e) that the aggregate net assessed value of the taxable property in all increment districts within the City, as determined pursuant to the Act, does not exceed 35% of the total net assessed value of the taxable property within the City;
- (f) that the aggregate net assessed value of the taxable property in all increment districts within the City, as determined pursuant to the Act, does not exceed 25% of the total net assessed value of any affected school districts located within the City;
- (g) that the land within all increment districts within the City does not exceed 25% of the total land area of the City; and
- (h) that the Project Plan is feasible and conforms to the Shawnee Comprehensive Plan.

SECTION 9: The following Project and Increment Districts authorizations are hereby approved:

(a) The City of Shawnee shall be the principal entity responsible for implementation and is authorized to carry out and administer the provisions of the Project Plan and to exercise all powers necessary or appropriate thereto pursuant to Section 854 of the Act;

(b) The Shawnee Municipal Authority, a public trust, shall have the authority to assist in carrying out the provisions of the Project Plan and to incur Project Costs with respect to improvements and operations within its authorizations, in accordance with budgetary allocations for such activities approved in accordance with the Project Plan and approved development agreements as authorized by the Project Plan;

(c) The Shawnee Municipal Authority shall also have the authority to carry out certain provisions of the Project Plan, including the authority to: (a) issue tax apportionment bonds or notes, or both; (b) pledge revenues from current and future fiscal years to repayment; (c) incur project costs pursuant to Section VIII of the Project Plan; (d) provide funds to or reimburse the City for the payment of Project Costs and other costs incurred in support of the implementation of the Project; and (e) incur the cost of issuance of bonds for payment of such costs and to accumulate appropriate reserves, if any, in connection with them; and

(d) The City Manager, Justin Erickson, his successor in office, or his designee, shall be the person in charge of implementation of the Project Plan in accordance with the provisions, authorizations, and respective delegations of responsibilities contained in the Project Plan. The City Manager, his successor in office, or his designee is authorized to empower one or more designees to exercise responsibilities in connection with project implementation.

SECTION 10: The increment of the ad valorem taxes generated by TIF 1 may continue to be used to pay project costs authorized by Section VIII of the Project Plan for a period not to exceed twenty-five (25) fiscal years from the date TIF 1 was made effective (August 4, 2003), as provided by law, or the period required for payment of the project costs authorized by Section VIII of the Project Plan, whichever is less.

SECTION 11: The increment of the ad valorem taxes generated by TIF 2 may be used to pay project costs authorized by Section VIII of the Project Plan for a period not to exceed twenty-five (25) fiscal years from the date this Ordinance becomes effective, as provided by law, or the period required for payment of the project costs authorized by Section VIII of the Project Plan, whichever is less.

SECTION 12: During the period of apportionment, the tax apportionment fund (a) shall be available to pay project costs under Section VIII of the Project Plan, (b) shall constitute special funds of the City, and (c) shall not be subject to annual appropriation as a part of the general fund of the City.

SECTION 13: Pursuant to Section 6C of Article X of the Constitution of the State of Oklahoma and the Act, the direction of apportionment shall continue beyond the current fiscal year for the duration of the TIF Districts or the period required for the payment of project costs authorized by the Project Plan, whichever is less.

SECTION 14: The Project Plan is hereby determined to be desirable and is approved.

SECTION 15: SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

SECTION 16: EMERGENCY CLAUSE. It being immediately necessary for the preservation of the peace, health, safety, and public good of the City of Shawnee, and the citizens thereof, that the provisions of this Ordinance take effect and be put into full force and effect, an emergency is declared to exist by reason whereof this Ordinance shall take effect immediately and be put in full force and effect from and after the date of its enactment, as provided by law.

PASSED AND APPROVED this _____ day of _____, 2017.

RICHARD FINLEY, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Emergency separately approved this _____ day of _____, 2017.

RICHARD FINLEY, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2017.

JOSEPH M. VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

7.a.

Meeting Date: 12/04/2017

Admin Rpt - PD

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Department of Justice Grant – Police Chief Mason Wilson

Attachments

No file(s) attached.
