

AGENDA
BOARD OF CITY COMMISSIONERS
October 17, 2016 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Shawnee Municipal Authority Agenda Item No. 2.
 - b. Minutes from the October 3, 2016 regular meeting.
 - c. Acknowledge the following reports and minutes:
 - License Payment Report for September 2016
 - Project Payment Report for September 2016
 - Shawnee Urban Renewal Authority Minutes from the July 5, 2016 meeting
 - Planning Commission Minutes from the September 7, 2016 meeting
 - d. Approve agreement with the Housing Authority of the City of Shawnee for supplemental police services.
 - e. Acknowledge City of Shawnee Holiday Schedule for 2017.
 - f. Acceptance of public improvement, i.e., sanitary sewer, for the Regal Addition and placing the maintenance bond into effect.
 - g. Acceptance of public improvements, i.e., sanitary sewer, storm sewer, water, and paving for Deer Field Estates Addition, placing maintenance bonds into effect.
 - h. Acknowledge Oklahoma Municipal Retirement Fund Early Retirement for Frank Loman.

i. Mayor's Appointments:

Traffic Commission

John "Jack" Barrett 1st Partial Term Expires 1/1/2017
Replaces Darren Rutherford – Resigned

Shawnee Hospital Authority

Mike Warwick 6 Year Term Expires 9/30/2022
Reappointment

John Robinson, M.D. 6 Year Term Expires 9/30/2022
Reappointment

Charles Skillings 6 Year Term Expires 9/30/2022
Reappointment

2. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)

3. Discussion, consideration and possible action on Clara and Juan Guerrero's appeal of an Administrative Order requiring the demolition of the residential structure located at 420 South Park Street. *(Reconsideration from September 6, 2016 City Commission meeting.)*

4. Consideration of a Final Plat for Re-Plat of Vision Addition, Section I, located at 4301 North Harrison Street. Case No. S18-16. Applicant: Vision Bank, NA.

5. Consideration of a Final Plat for Vision Addition, Section II, located at 4301 North Harrison Street. Case No. S10-16. Applicant: Vision Bank, NA.

6. Public hearing and consideration of an ordinance to rezone property located at 1500 East Independence Street from R-1; Single Family Residential to C-1; Neighborhood Commercial. Case No. P08-16. Application: ADG, PC.

7. Consideration of a Preliminary Plat for Avedis Park located at 1500 East Independence Street. Case No. S17-16. Applicant: ADG, PC.

8. Acknowledge Sales Tax Report received October 2016.

9. New Business

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

10. Commissioners Comments

11. Discussion, consideration and possible action to enter into executive session to discuss confidential communications between the City and the City Attorney concerning a pending claim and investigation which the City, with the advice of the City Attorney, has determined that disclosure would seriously impair the ability to the City to process the claim and conduct an investigation in the public interest in compliance with its duty of confidentiality concerning investigation of complaints of the existence of a hostile work environment as authorized by

25 O.S. Section 307B(4).

12. Consider matters discussed in executive session regarding confidential communications between the City and the City Attorney concerning a pending claim and investigation which the City, with the advice of the City Attorney, has determined that disclosure would seriously impair the ability to the City to process the claim and conduct an investigation in the public interest in compliance with its duty of confidentiality concerning investigation of complaints of the existence of a hostile work environment as authorized by 25 O.S. Section 307B(4).
13. 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: 10/17/2016

Acknowledge Bids

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Shawnee Municipal Authority Agenda Item No. 2.

Attachments

No file(s) attached.

Regular Board of Commissioners

1. b.

Meeting Date: 10/17/2016

CC Minutes 10-03-2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the October 3, 2016 regular meeting.

Attachments

CC Minutes 10-03-2016

BOARD OF CITY COMMISSIONERS PROCEEDINGS
OCTOBER 3, 2016 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, October 3, 2016 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

Absent
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Lesa Shaw
Commissioner Ward 5

Micheal Dykstra
Commissioner Ward 6

ABSENT: James Harrod

INVOCATION

The Lord's Prayer

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 7.
- b. Minutes from the September 6, 2016 (*deferred from September 19, 2016 meeting*) and September 19, 2016 regular meetings.
- c. Mayor's Appointments

Traffic Commission

Reuben Peltier

1st Partial Term

Expires 1/1/2019

Replaces Ronald Gillham, Sr. – Resigned

A motion was made by Commissioner Shaw, seconded by Commissioner Rutherford, to approve Consent Agenda Item Nos. 1(a-c). Motion carried 6-0.

AYE: Shaw, Rutherford, Dykstra, Bushong, Gillham, Finley

NAY: None

AGENDA ITEM NO. 2:

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

There was no Citizens Participation.

AGENDA ITEM NO. 3:

Mayor's Proclamation:

"Fire Prevention Week"
October 9-15, 2016

Fire Chief Dru Tischer accepted the Mayor's Proclamation for "Fire Prevention Week" presented by Mayor Finley.

AGENDA ITEM NO. 4:

Consider a resolution to declare two carbon monoxide euthanasia systems (Serial Numbers 31540601308 and 3841090168) at the Animal Shelter surplus property and authorizing its disposal.

Resolution No. 6526 was introduced.

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE DISPOSAL OF SAID ITEMS.

Commissioner Gillham noted that various groups have been involved with assisting in the removal of the carbon monoxide euthanasia systems. He hopes that we can now move forward from this issue.

Commissioner Dykstra asked if the removal of the euthanasia systems created a safety issue for Animal Control staff and/or the public when dealing with rabid animals. He noted that the use of a euthanasia system might be warranted in the event of a major rabies outbreak.

Commissioner Shaw stated that she appreciated Commissioner Dykstra's concern but was sure the Police Chief and staff had looked into those issues prior to making their recommendation. She also mentioned that she would be visiting the Shawnee Animal Shelter soon and encouraged any interested citizens to do the same.

A motion was made by Commissioner Shaw, seconded by Commissioner Gillham, to approve a resolution to declare two carbon monoxide euthanasia systems (Serial Numbers 31540601308 and 3841090168) at the Animal Shelter surplus property and authorizing its disposal. Motion carried 5-1.

AYE: Shaw, Gillham, Finley, Rutherford, Bushong

NAY: Dykstra

AGENDA ITEM NO. 5:

Discussion, consideration and possible action to grant a partial easement release to the State of Oklahoma, Commissioners of the Land Office in Section 16, T10N, R2E, IM.

City Manager Justin Erickson discussed Agenda Item Nos. 5 and 6. Mr. Erickson stated Agenda Item No. 5 would clarify an easement for a portion of Shawnee Lake No. 1. Approval of this item would facilitate the transfer of the Commissioners of the Land Office (CLO) lake lot leases to private individuals. Item No. 6 approves an exchange of property between the City and the CLO. One current lake lot is split between the City and CLO with the lessee paying the CLO. By deeding the City's interest to this property to the CLO, they will deed to the City a sewer easement in another part of town that is of similar value. Mr. Erickson explained that there would be no budgetary impacts and would provide a savings to the City in the long run. He also noted that staff recommends approval of both agenda items.

A motion was made by Commissioner Rutherford, seconded by Commissioner Bushong, to grant a partial easement release to the State of Oklahoma, Commissioners of the Land Office in Section 16, T10N, R2E, IM. Motion carried 5-1.

AYE: Rutherford, Bushong, Gillham, Finley, Dykstra

NAY: Shaw

AGENDA ITEM NO. 6:

Discussion, consideration and possible action to approve the transfer of property

owned by the City of Shawnee in Section 16, T10N, R2E, IM in exchange for the granting of an easement in the North Half, Section 36, T11N, R3E, IM by the State of Oklahoma, Commissioners of the Land Office.

A motion was made by Commissioner Dykstra, seconded by Commissioner Gillham, to approve the transfer of property owned by the City of Shawnee in Section 16, T10N, R2E, IM in exchange for the granting of an easement in the North Half, Section 36, T11N, R3E, IM by the State of Oklahoma, Commissioners of the Land Office. Motion carried 5-1.

AYE: Dykstra, Gillham, Finley, Rutherford, Bushong
NAY: Shaw

AGENDA ITEM NO. 7: Consider Bids/Request for Qualifications (RFQ):

- a. Park Design RFQ (Open)

Deputy Director of Operations Geoff Garner announced that five (5) qualifications were received. Mr. Garner requested that staff be given time to evaluate each company and negotiate a contract. The proposed contract will be brought before the City Commission for consideration. No action was taken.

AGENDA ITEM NO. 8: Administrative Reports:

- a. Dru Tischer, Fire Chief – Fire Prevention Week (October 10-14, 2016)

Fire Chief Dru Tischer applauded the Fire Clowns in this year's Fire Prevention Clown Program for doing a great job. He noted that Shawnee Fire Department (SFD) clowns have been entertaining and providing information to school children for twenty-five years and are one of the best programs in the state. The Fire Clowns will be performing a community program at the Shawnee Middle School Thursday, October 6, 2016 at 7:00 p.m., as well as eighteen other shows this week.

Also in conjunction with Fire Prevention Week, the Shawnee Fire Marshals will be hosting fire and life safety talks at Project Safe and the Senior Center.

Chief Tischer also announced several events the department will be hosting during Fire Prevention Week:

- Saturday, October 8, 2016, SFD is partnering with Red Cross to go door to door to install 1,000 smoke alarms in local homes;
- Thursday, October 13, 2016, from 2:00 p.m. to 7:00 p.m., SFD will be hosting an Open House at Fire Station No. 1 to give fire and life safety training to the public; and
- Saturday, October 15, 2016 from 9:00 a.m. to 12:00 p.m., SFD will be offering car seat installation training to the public at Fire Station No. 1.

AGENDA ITEM NO. 16:

City Manager Report

City Manager Justin Erickson wanted to recognize the following City of Shawnee employees:

- a. Fireman Scott Killgore saved a six year old child from swift waters while on vacation in Arkansas. Mr. Killgore is a member of the Shawnee Fire Department's Swift Water Rescue Team.
- b. Dispatch Supervisor Christina Brown won the Oklahoma Public Safety Telecommunicator of the Year award.
- c. Police Sergeant George Stafford and Police Officer Robert Barton were instrumental in stopping an individual from jumping off a highway bridge.

AGENDA ITEM NO. 10:

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. 11:

Commissioners Comments

Commissioner Rutherford said he enjoyed the Air Show and that it was a great success. He also commended the firemen that were present at the Air Show

on their demonstrations of the fire equipment to the children in attendance. Commissioner Rutherford encouraged citizens to attend the Air Show next year.

Commissioner Shaw thanked One Safe Place for their efforts in helping victims. She also thanked First Christian Church for assisting with the program.

Commissioner Dykstra cautioned citizens to be weather aware over the next few days due to the severe storm predictions.

Mayor Finley announced that a Commissioner retreat would be scheduled within the next eight to twelve weeks.

Mayor Finley said that he was able to go with the Avedis Foundation to Albert Lea, Minnesota to see how a Blue Zones project has helped their community.

Mayor Finley also noted that the Good Sam RV Club was staying at the Heart of Oklahoma Exposition Center for a period this week. He encouraged everyone to make them feel welcome.

AGENDA ITEM NO. 12: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:07 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

Meeting Date: 10/17/2016

Acknowledge Rpts & Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for September 2016
- Project Payment Report for September 2016
- Shawnee Urban Renewal Authority Minutes from the July 5, 2016 meeting
- Planning Commission Minutes from the September 7, 2016 meeting

Attachments

License Pymt Rpt 09-2016

Projectg Pymt Rpt 09-2016

SURA Minutes 07-05-2016

Planning Minutes 09-07-2016

PAYMENT DATES: 9/01/2016 TO 9/30/2016

10/04/2016 9:09 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE: 4
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 9/01/2016 TO 9/30/2016
SORTED BY: PROJECT

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	9,184.17CR
B2-ADD	BUILDING CONSTRUCTION ADD	192.93CR
B3-REMODEL	BUILDING CONSTRUCTION REM	1,020.03CR
B4-CARPORT	BUILDING CARPORT	29.50CR
B4-SHELTER	BUILDING SHELTER	118.00CR
B4-STORAGE	BUILDING STORAGE SHED	373.00CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	236.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,446.50CR
P3-REMODEL	PLUMBING REMODEL	639.00CR
P5-SEPTIC	SEPTIC PERMIT	20.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	50.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	75.00CR
X-DEMO	DEMOLITION PERMIT	50.00CR
X-PLATREV	PLAT REVIEW PRELIM	231.00CR
X-SIGN	SIGN PERMIT	250.00CR
Z-OCCUP	OCCUPANCY PERMIT	100.00CR
Z-REZONING	REZONING REQUEST	560.00CR
TOTAL		14,575.13CR

10/04/2016 9:09 AM
STATUS: ALL
SEGMENT CODES: A11
FEE CODES: A11

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

PAGE: 6
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 9/01/2016 TO 9/30/2016
SORTED BY: PROJECT

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	312.00CR
001-4202	BUILDING PERMITS	7,278.13CR
001-4203	PLUMBING PERMITS	1,960.00CR
001-4204	ELECTRICAL PERMITS	200.00CR
001-4205	ZONING PERMITS & APPLICATIONS	791.00CR
001-4206	HEATING & A/C PERMITS	1,370.00CR
001-4249	OTHER PERMITS	400.00CR
001-4822	OTHER MISC. REVENUE	39.00CR
101-4249	OTHER PERMITS	125.00CR
501-4510	WATER TAPS	2,100.00CR
799-1023	BANCFIRST GENERAL	14,575.13

SHAWNEE URBAN RENEWAL AUTHORITY

MINUTES OF JULY 5, 2016

The Board of Commissioners of the ***Shawnee Urban Renewal Authority*** met for a regular meeting Tuesday, July 5, 2016 at 9:00 a.m. in the CDBG Conference Room, 227 N. Broadway, Suite C, Shawnee, Oklahoma.

Chairman Tiffany Barrett called the meeting to order at 9:06 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

Chairman	Tiffany Barrett
Commissioner	Monte Cockings
Commissioner	Larry Gill
Commissioner	Renee' Wortham

Absent: Commissioner Stephen Rice

Also present:

Brittney Burton, Assistant Planning Director
Bryan Logan, CDBG Program Manager, SURA
Karen Drain, Secretary, SURA
Elaine Shrum, Administrative Specialist, SURA

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of April 5, 2016 was made by ***Commissioner Cockings***, seconded by ***Commissioner Gill***. Motion carried with no abstentions.

VOTING YES: Barrett, Cockings, Gill and Wortham

VOTING NO: None

A motion to approve the minutes of May 10, 2016 was made by ***Commissioner Gill***, seconded by ***Commissioner Cockings***. Motion carried with no abstentions.

VOTING YES: Barrett, Cockings, Gill and Wortham
VOTING NO: None

AGENDA ITEM NO. 4
APPROVAL OF CLAIMS:

A motion to approve claims totaling \$ 52,803.51 was made by **Commissioner Cockings**, seconded by **Commissioner Gill**. Motion carried with no abstentions.

VOTING YES: Barrett, Cockings, Gill and Wortham
VOTING NO: None

AGENDA ITEM NO. 5
REQUEST FOR ASSISTANCE:

Bryan Logan, CDBG Program Manager reported on the following requests for assistance:

**a) Emergency Assistance: Steven Hazelton & Jack Burdick,
1922 N. Minnesota**

Mr. Hazelton and Mr. Burdick are 50 and 55 years old respectively and are income qualified. They have owned their home 2 years. The home has foundation problems.

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

VOTING YES: Barrett, Cockings, Gill and Wortham
VOTING NO: None

b) Emergency Assistance: Zella Jarvis, 223 S. Draper

Ms. Jarvis is 75 years old and has owned her home for 19 years. She is income qualified. The home needs handicap accessible bath room.

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

VOTING YES: Barrett, Cocking, Gill and Wortham
VOTING NO: None

**AGENDA ITEM NO. 6
UPDATE ON BID OPENINGS:**

Bryan Logan, CDBG Program Manager reported the following results:

- a) **Emergency Assistance: Martye McCall, 3 Bingham Circle**
Cost Estimate: \$ 8,225.00
3 bids received
Bid Awarded to: Unlimited Design in the amount of \$ 6,750.00

- b) **Home Repair: Johnny Mundy, 419 N. Chapman**
Cost Estimate: \$ 10,500.00
2 bids received
Bid Awarded to: Unlimited Design in the amount of \$ 8,650.00

- c) **Emergency Assistance: Dorothy Cooks, 309 N. Chapman**
Cost Estimate: \$ 3,900.00
2 bids received
Bid Awarded to: Unlimited Design in the amount of \$ 4,079.00

- d) **Home Repair: Renita Swedberg, 1500 N. Center**
Cost Estimate: \$11,750.00
2 bids received
Bid Awarded to: LG Construction in the amount of \$10,572.00

**AGENDA ITEM NO. 7
OLD BUSINESS:**

There was no Old Business.

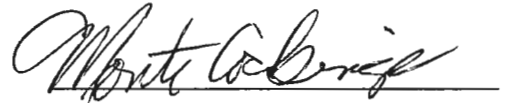
**AGENDA ITEM NO. 8
NEW BUSINESS:**

There was no New Business.

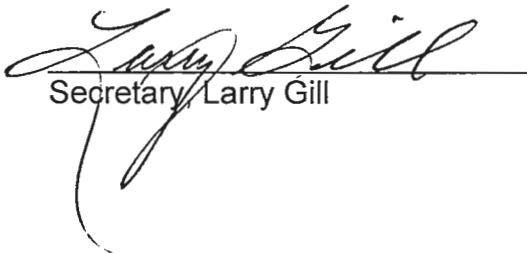
AGENDA ITEM NO. 9
ADJOURNMENT

There being no further business to come before the Board at this time, a motion to adjourn at 9:25 was made by **Commissioner Gill** seconded by **Commissioner Cockings**. Motion carried with no abstentions.

VOTING YES: Barret, Cockings, Gill and Wortham
VOTING NO: None



Vice Chairman, ~~Tiffany Barrott~~
Monte Cockings



Secretary Larry Gill

PLANNING COMMISSION MINUTES

DATE: SEPTEMBER 7TH, 2016

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, September 7th, 2016 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1:

Roll Call

Upon roll call the following members were present:

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

Absent:

Meeting was called to Order.

AGENDA ITEM NO. 2:

Consideration of Approval of the minutes from the August 3rd, 2016 Planning Commission Meeting

Chairman Bergsten asked if the Board had time to review the minutes and if there were any questions or comments. Commissioner Kienzle made a motion to approve, seconded by Commissioner Kerbs.

Motion passed:

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

NAY:

ABSTAIN:

AGENDA ITEM NO. 3:

Citizen's Participation

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

AGENDA ITEM NO. 4:

**Case #P07-16 – A public hearing for consideration of approval of a
Rezone from C-1; Neighborhood Commercial to C-3; Highway
Commercial, located at 3922 N. Kickapoo Street, Shawnee, OK**

Applicant: Nelmon Brauning

Chairman Bergsten asked for the staff report. Brittney Burton presented the staff report and discussed the general location of rezone as well as informing the Commissioners that the proposed zoning is consistent with the comprehensive plan. Ms. Burton stated staff does recommend approval. Commissioner Kerbs asked for a breakdown of the differences between C-1 and C-3 zoning. Mr. Debruin informed him C-1 was mostly office space with limited uses and C-3 has more requirements in regards to size, setbacks and façade. Chairman Bergsten asked if there were any questions. There were none and Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward and

Chairman Bergsten closed the public portion of the meeting. Vice-Chairman Cowen asked the applicant, Nelmon Brauning if they will be utilizing the property where the ice machine resides and Ms. Brauning agreed stating they had that property and the ice machine would be removed. Vice-Chairman Cowen asked if they would use the existing paving. Applicant stated they would remove all concrete to install an appropriate parking lot and meet drainage requirements. Commissioner Kerbs asked if there was a challenge with the easement on the back side of the property. Mr. Debruin stated he was unsure and Nelmon Brauning mentioned the issue with the area by RibCrib as pertaining to what he may have been questioning. Commissioner Morton asked if there was one additional property in between. Nelmon Brauning mentioned there were two lots next to it. Chairman Bergsten asked to entertain a motion. Commissioner Kienzle made a motion to approve, seconded by Commissioner Clinard.

Motion passed:

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

NAY:

ABSTAIN:

AGENDA ITEM NO. 5:

Case #S16-16 –Consideration of approval of a Final Plat for Belmont Park Phase II, located east of Acme Road & North of MacArthur Blvd., Shawnee, OK

Applicant: Belmont Park LLC

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report stating preliminary plat was approved in March and has since been divided into two sections. Mr. Debruin informed the Commissioners that they were looking at two corner lots being combined for one commercial lot with private easements. Proposed lot would be two acres in size and the intent is for two businesses. Staff has no objection to request but a pipeline easement exists and staff would need a document stating applicant would be allowed to use it along with four additional conditions listed. Commissioner Kerbs asked for more information regarding sewer. Chairman Bergsten asked if they were just addressing section I on the corner and Justin Debruin agreed. Commissioner Kerbs asked if it was just two properties being combined and Mr. Debruin agreed. Chairman Bergsten asked what the intent for the businesses would be. Justin Debruin informed him he was not aware but it would be what is allowed under that zoning. Chairman Bergsten asked if there were any questions. There were none and Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward and Chairman Bergsten closed the public portion of the meeting. Chairman Bergsten asked to entertain a motion. Commissioner Affentranger made a motion to approve with conditions listed, seconded by Vice-Chairman Cowen.

Motion passed:

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

NAY:

ABSTAIN:

AGENDA ITEM NO. 6:

Planning Director's Report

Justin Debruin discussed receiving confirmation for approval on the ODOT grant for sidewalks and went over details. Commissioner Kienzle asked how far the MacArthur project extended. Mr. Debruin stated it would be from Bryan to Harrison streets. Vice-Chairman Cowen asked if the code still stated bicycles were not

allowed on sidewalks and Mr. Debruin agreed. Commissioner Kerbs asked about street signals on Bryan street and Justin Debruin informed him there would be signalization there. There was brief discussion over school signaling.

AGENDA ITEM NO.7:

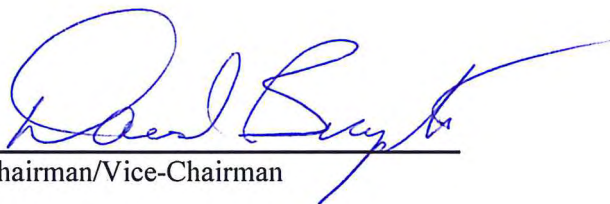
Commissioners Comments and/or New Business

Vice-Chairman Cowen asked for information regarding dilapidated structures. Justin Debruin gave update on current violations. Commissioner Kerbs asked for the process regarding the next round and Mr. Debruin offered to discuss that further at the next meeting after following up on request. Commissioner Kienzle discussed the parking lot accident concerns in the Rib Crib strip mall and if it could be looked into. Commissioner Kerbs asked about if the contractors doing work for the city of Shawnee are required to be insured and bonded. Mr. Debruin mentioned discussing with City Manager for clarification. Justin Debruin gave development updates on building projects.

AGENDA ITEM NO. 8:

Adjournment

Meeting was adjourned.

A handwritten signature in blue ink, appearing to read "Paul Bryant", is written over a horizontal line.

Chairman/Vice-Chairman

Cheyenne Lincoln

Planning Commission Secretary

Regular Board of Commissioners

1. d.

Meeting Date: 10/17/2016

SHA Agreement

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 Agreement Memo

SHA Agreement



Shawnee Police Department

Chief Mason Wilson

P.O. Box 1448

Shawnee, Oklahoma 74802

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



TO : Mayor and City Commission
CC : Justin Erickson, City Manager

FROM : **Mason Wilson, Chief of Police** 

SUBJECT : Housing Contract renewal

DATE : October 10, 2016

This memo is to request that 2016-17 contract to provide supplemental police services to the Housing Authority of the City of Shawnee be approved. Changes to contract include;

Article I - Section one A – added one **fulltime** police officer(s) to perform **40 hours of** specialized patrols – and **removal of letter O-** animal control will no longer provides traps to public

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, 2016, 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 (Reimbursement of Law Enforcement over and above the baseline of services.)	<u>\$ 50,000.00</u>
Administrative Liaison Officer Prorated Salary and Benefits	<u>\$ 0.00</u>
Communications/Other Miscellaneous Expenses/Equipment	<u>\$ 0.00</u>

- 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

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

ARTICLE IX

Construction of Laws

ARTICLE X
Entire Contract

(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 _____, 2016.

City Attorney
City of Shawnee, OK

Regular Board of Commissioners

1. e.

Meeting Date: 10/17/2016

2017 Holiday Schedule

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge City of Shawnee Holiday Schedule for 2017.

Attachments

2017 Holiday Schedule



Human Resources Department

To: All Non-Union City of Shawnee Employees

From: Tamera Johnson, HR Director

Date: October 12, 2016

RECOMMENDED HOLIDAY SCHEDULE FOR 2017

January 2, 2017	Monday	New Year's Day (observed)
January 16, 2017	Monday	Martin Luther King, Jr. Day
February 20, 2017	Monday	Presidents' Day
May 29, 2017	Monday	Memorial Day
July 4, 2017	Tuesday	Independence Day
September 4, 2017	Monday	Labor Day
November 10, 2017	Friday	Veteran's Day (observed)
November 23, 2017	Thursday	Thanksgiving Day
November 24, 2017	Friday	Day after Thanksgiving
December 25, 2017	Monday	Christmas Eve (observed)
December 26, 2017	Tuesday	Christmas Day (observed)

Approved:

City Manager

Regular Board of Commissioners

1. f.

Meeting Date: 10/17/2016

Regal Addition

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of public improvement, i.e., sanitary sewer, for the Regal Addition and placing the maintenance bond into effect.

Attachments

Regal Addition Mtc Bond

MAINTENANCE BOND

#87C003862

KNOW ALL MEN BY THESE PRESENTS:

That Jordan Contractors, Inc.,

as Principal, and The Ohio Casualty Insurance Company,

a corporation organized under the laws of the State of New Hampshire 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 *****Seventeen Thousand Three Hundred Fifty & 00/100*** Dollars (\$17,350.00) 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 (1) 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 _____ day of _____, 2016.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Regal Car Sales, dated _____, 2016, for
(State or Other Entity)

Sewer Lines for the Regal Car Sales Business

, all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of _____.

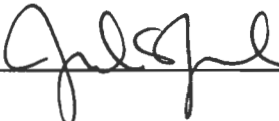
NOW, THEREFORE, if said Principal shall pay or cause to be paid to the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **two (2) years** (**{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:




(SEAL)

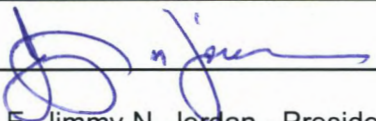
ATTEST:



PRINCIPAL:

Jordan Contractors, Inc.

BY

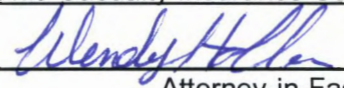


TITLE Jimmy N. Jordan - President

SURETY:

The Ohio Casualty Insurance Company

BY



Attorney-in-Fact

NAME Wendy Hollen

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7274348

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, W. McNeill, Lisa Sherman, Cody McNeill, Wendy Hollen, Larry D Bixler, John Rogers, Rocky Moore, and Kyle D Reser of Oklahoma City, Oklahoma; John L Birsner, Mike Shannon, and Susanne Cusimano of Edmond, Oklahoma

all of the city of _____, state of _____ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of February, 2016.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of February, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2016

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 PO Box 890300 Oklahoma City OK 73189		CONTACT NAME: Beverly McCool PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: bmccool@midamericainc.com	
INSURED Jordan Contractors Inc 123 South Broadway Tecumseh OK 74873		INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Indemnity Ins Co INSURER B: America First Insurance INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18333 12696	

COVERAGES **CERTIFICATE NUMBER: 2016** **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 SUBR INSD 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	CBP8463429	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		BA8464229	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CU8464829	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	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	WC8465229	7/1/2016	7/1/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Rented/Leased Equipment		IM8957242	7/1/2016	7/1/2017	Limit \$150,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Sewer Line for the Regal Car Sales.
The certificate holder is an additional insured (22-132) with a waiver of subrogation (CG2024) where required by written contract.

CERTIFICATE HOLDER City of Shawnee PO Box 1448 Shawnee, OK 74802	CANCELLATION 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 Mike McNeill/BM
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Regular Board of Commissioners

1. g.

Meeting Date: 10/17/2016

Deer Fields Estates Addition

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of public improvements, i.e., sanitary sewer, storm sewer, water, and paving for Deer Field Estates Addition, placing maintenance bonds into effect.

Attachments

Deer Field Sewer Mtc Bond

Deer Field Storm Sewer Mtc Bond

Deer Field Paving Mtc Bond

RECEIVED

SEP 14 2016

PLANNING / CODE

MAINTENANCE BOND

#87C003858

KNOW ALL MEN BY THESE PRESENTS:

That Jordan Contractors, Inc.,

as Principal, and The Ohio Casualty Insurance Company,

a corporation organized under the laws of the State of New Hampshire 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 One Hundred Seventy Three Thousand Seventy Six & 00/100 Dollars (\$173,076.00.) 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 (1) 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 _____ day of _____, 2016.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Jim Smith, dated _____, 2016, for
(State or Other Entity)

Sewer Lines & Water Lines – Deer Field Estates Drainage

, all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of _____.

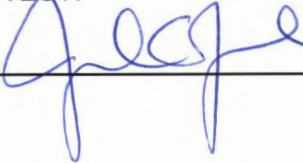
NOW, THEREFORE, if said Principal shall pay or cause to be paid to the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **two (2) years ({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)

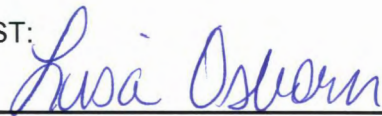
ATTEST:



OKLAHOMA

(SEAL)

ATTEST:

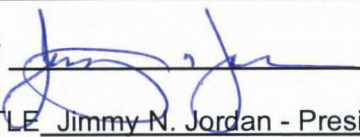




PRINCIPAL:

Jordan Contractors, Inc.

BY

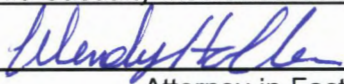


TITLE Jimmy N. Jordan - President

SURETY:

The Ohio Casualty Insurance Company

BY



Attorney-in-Fact

NAME Wendy Hollen

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7274329

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, W. McNeill, Lisa Sherman, Cody McNeill, Wendy Hollen, Larry D Bixler, John Rogers, Rocky Moore, and Kyle D Reser of Oklahoma City, Oklahoma; John L Birsner, Mike Shannon, and Susanne Cusimano of Edmond, Oklahoma

all of the city of _____, state of _____ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of February, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By:

David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of February, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20____.



By:

Gregory W. Davenport

Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2016

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 PO Box 890300 Oklahoma City OK 73189	CONTACT NAME: Beverly McCool PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: bmccool@midamericainc.com														
INSURED Jordan Contractors Inc 123 South Broadway Tecumseh OK 74873	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A Peerless Indemnity Ins Co</td><td>18333</td></tr><tr><td>INSURER B America First Insurance</td><td>12696</td></tr><tr><td>INSURER C:</td><td></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 Peerless Indemnity Ins Co	18333	INSURER B America First Insurance	12696	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 2016**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 ☒ PROJECT ☐ LOC OTHER:	X	Y	CBP0463429	7/1/2016	7/1/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</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>Employee Benefits</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Employee Benefits	\$ 1,000,000
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B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CU8464829	7/1/2016	7/1/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000										
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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)

Re: Sewer Lines & Water Lines, Deer Field Estates Drainage

The certificate holder is an additional insured (22-132) with a waiver of subrogation (CG2024) where required by written contract.

CERTIFICATE HOLDERCity of Shawnee
PO Box 1448
Shawnee, OK 74802**CANCELLATION**

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

Mike McNeill/BM

© 1988-2014 ACORD CORPORATION. All rights reserved.

MAINTENANCE BOND

#87C003857

KNOW ALL MEN BY THESE PRESENTS:

That Jordan Contractors, Inc.,

as Principal, and The Ohio Casualty Insurance Company,

a corporation organized under the laws of the State of New Hampshire 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 Twenty Eight Thousand Seven Hundred & 00/100 Dollars (\$ 28,700.00) 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 four (4) years after completion and final acceptance (total of 5 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 five (5) years ({one hundred (100%) percent for first year, ten (10%) for four (4) years 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 4th day of September, 2016.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Jim Smith, dated 9/7, 2016, for
(State or Other Entity)

Storm Sewer – Deer Field Estates Drainage
, all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of _____.

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 **five (5) years** **{one hundred (100%) percent for first year, ten (10%) for four years** 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.

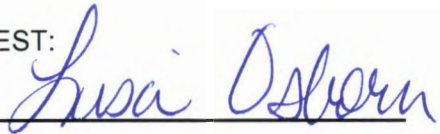
(SEAL)

ATTEST:



(SEAL)

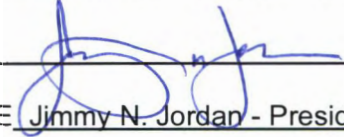
ATTEST:



PRINCIPAL:

Jordan Contractors, Inc.

BY

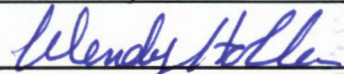


TITLE Jimmy N. Jordan - President

SURETY:

The Ohio Casualty Insurance Company

BY



Attorney-in-Fact

NAME Wendy Hollen

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7274327

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, W. McNeill, Lisa Sherman, Cody McNeill, Wendy Hollen, Larry D Bixler, John Rogers, Rocky Moore, and Kyle D Reser of Oklahoma City, Oklahoma; John L Birsner, Mike Shannon, and Susanne Cusimano of Edmond, Oklahoma

all of the city of _____, state of _____ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of February, 2016.



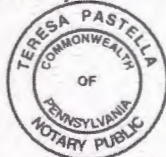
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of February, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

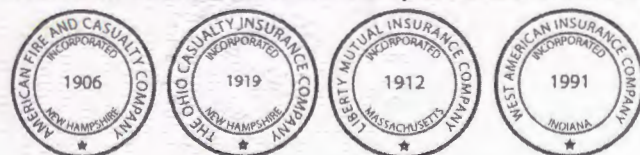
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2016

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 PO Box 890300 Oklahoma City OK 73189	CONTACT NAME: Beverly McCool PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: bmccool@midamericainc.com														
INSURED Jordan Contractors Inc 123 South Broadway Tecumseh OK 74873	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Peerless Indemnity Ins Co</td><td>18333</td></tr><tr><td>INSURER B: America First Insurance</td><td>12696</td></tr><tr><td>INSURER C:</td><td></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></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Peerless Indemnity Ins Co	18333	INSURER B: America First Insurance	12696	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 2016** **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 ☒ PROJECT ☐ LOC ☐ OTHER	X	Y	CBP8463429	7/1/2016	7/1/2017	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</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>Employee Benefits</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Employee Benefits	\$ 1,000,000
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
Employee Benefits	\$ 1,000,000																				
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BA8464229	7/1/2016	7/1/2017	<table><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>Uninsured motorist combined</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)	\$	Uninsured motorist combined	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
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PROPERTY DAMAGE (Per accident)	\$																				
Uninsured motorist combined	\$																				
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CV8464829	7/1/2016	7/1/2017	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000										
EACH OCCURRENCE	\$ 1,000,000																				
AGGREGATE	\$ 1,000,000																				
B	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	WC8465229	7/1/2016	7/1/2017	<table><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
B	Rented/Leased Equipment			IM8957242	7/1/2016	7/1/2017	<table><tr><td>Limit</td><td>\$150,000</td></tr><tr><td>Deductible</td><td>\$1,000</td></tr></table>	Limit	\$150,000	Deductible	\$1,000										
Limit	\$150,000																				
Deductible	\$1,000																				

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

Re: Storm Sewer, Deer Field Estates Drainage.

The certificate holder is an additional insured (22-132) with a waiver of subrogation (CG2024) where required by written contract.

CERTIFICATE HOLDER

City of Shawnee
PO Box 1448
Shawnee, OK 74802

CANCELLATION

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

Mike McNeill/BM

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MAINTENANCE BOND

Bond #GR33115

KNOW ALL MEN BY THESE PRESENTS:

That Turning Point Industries, Inc., PO Box 1805, Blanchard OK 73010,
as Principal, and Granite Re, Inc., 14001 Quailbrook Dr., Oklahoma City, OK 73134,
a corporation organized under the laws of the State of Oklahoma and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of
Shawnee in penal sum of **Two Hundred Thirty Nine Thousand Four Hundred Ninety Five &
00/100** Dollars (\$ 239,495.00) in 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 four (4) years after completion and final acceptance (total of 5 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.

DATED this 17th day of May, 2016.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Kishwaukee Enterprises, LLC, 1400 E. Bradley St., Shawnee OK 74804,
dated May 11, 201, for

Paving – Deer Field Estates, Shawnee OK

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 City of Shawnee 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 five (5) years ({one hundred (100%) percent for first year, ten (10%) for 5 years thereafter, of total contract price} for all projects for the construction of paving) from and after acceptance of said project by the City of Shawnee; 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 City of Shawnee 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:

Raymond Kenney

Principal:

Turning Point Industries, Inc.

BY

TITLE

Pres.

(SEAL)

ATTEST:

Lisa Osborn

SURETY:

Granite Re, Inc.

BY

Wendy Hollen
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:

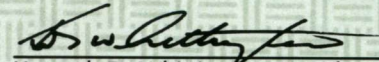
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

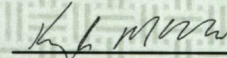
W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO may lawfully do in the premises by virtue of these presents.

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 3rd day of April, 2015.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

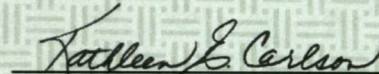

Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of April, 2015, 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, 2017
Commission #: 01013257


Notary Public

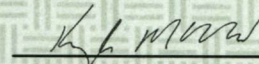
GRANITE RE, INC.
Certificate

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
17th day of May, 2016.




Kyle P. McDonald, Secretary/Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2016

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: Lynnette Barnes PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: lbarnes@midamericainc.com	
INSURED Turning Point Industries, Inc. P.O. Box 1805 Blanchard OK 73010		INSURER(S) AFFORDING COVERAGE INSURER A: EMCASCO Insurance Company NAIC # 21407 INSURER B: National American Insurance Co 23663 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2016**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			5D1-96-24	1/7/2016	1/7/2017	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			5E1-96-24	1/7/2016	1/7/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident) \$				
							Uninsured motorist combined \$
A	☒ UMBRELLA LIAB ☒ OCCUR			5J1-96-24	1/7/2016	1/7/2017	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$ 1,000,000				
	DED ☒ RETENTION \$ 10,000		\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CW27870035	3/1/2015	3/1/2016	PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☐ N/A		E.L. EACH ACCIDENT \$ 1,000,000				
	(Mandatory in NH)		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

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

Project: Paving - Deer Field Estates, Shawnee OK

Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDERCity of Shawnee
PO Box 1448
Shawnee, OK 74802-1448**CANCELLATION**

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

Todd Triplett/LB2

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Regular Board of Commissioners

1. h.

Meeting Date: 10/17/2016

OMRF Loman

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund Early Retirement for Frank Loman.

Attachments

No file(s) attached.

Regular Board of Commissioners

1. i.

Meeting Date: 10/17/2016

Mayor Appointments

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Traffic Commission

John "Jack" Barrett 1st Partial Term
Replaces Darren Rutherford – Resigned

Expires 1/1/2017

Shawnee Hospital Authority

Mike Warwick 6 Year Term
Reappointment

Expires 9/30/2022

John Robinson, M.D. 6 Year Term
Reappointment

Expires 9/30/2022

Charles Skillings 6 Year Term
Reappointment

Expires 9/30/2022

Attachments

Traffic Board App Barrett

Hospital Board App Bios

RECEIVED
SEP 30 2016
CITY CLERK

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>John F. "Jack" Barrett</u>	Application Date: <u>9-30-2016</u>
Address: <u>1425 E. Bradley Shawnee, OK</u>	
Mailing Address: <u>Same</u>	
Daytime Phone: <u>405-802-2264</u> Fax: <u>405-395-9611</u>	Email: <u>jackbarrett@yahoo.com</u>
Profession: <u>Small Business Owner</u>	
Business Name: <u>BDC Gun Room</u>	
Business Address: <u>40960 Haroldly Rd</u>	
Business Phone: <u>405-223-9554</u> Fax: <u>405-395-9611</u>	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 or committee? Yes or No (please circle)

How many years have you lived in Shawnee? 1972-1997/2005-Present (36 years)

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

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

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

I would like to serve my 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?

I have experience in residential & commercial construction and have experience with city staff in several states. I can read plans, plots and engineering drawings.

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

Boy Scouts of America, Mabee-Gerrer Museum of Art Board of Trustees, Shawnee Chamber of Commerce, Tecumseh Chamber of Commerce

List education, including degree(s) earned:

BA in Criminal Justice

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

Shawnee Airport Advisory Board - two terms

Please include up to three personal or professional references:

Name	Relationship	Phone Number
Linda Capps	Friend	275-3121
Mike Booth	Friend	223-1727
Rex Hansen	Friend	878-1760

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.

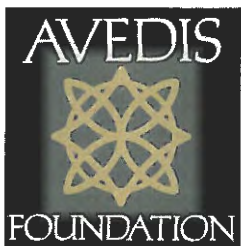
Signature [Signature] Date Sept 30, 2016

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

Send application form to:

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

October 4, 2016



3903 N. Harrison
Shawnee, OK 74804



(405) 273-4055
www.avedisfoundation.org

City of Shawnee
Attn: City Clerk's Office
PO Box 1448
Shawnee, OK 74802-1448

Shawnee Hospital Authority would like to submit the following reappointments to the Shawnee City Commission for approval.

Trustee reappointments to serve new six-year terms expiring 2022 are:

John Robinson, M.D.
Charles Skillings
Mike Warwick

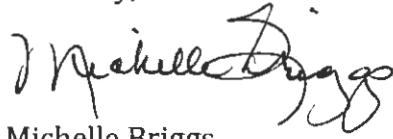
Our records indicate the following to be a current list of Trustees once the above are approved by the City Commission:

<u>Term Expires</u>	<u>Name</u>
2017	Michelle Briggs J. Michael Adcock
2019	Abbot Lawrence Stasyszen Sudhir Gupta, M.D.
2021	Mark Finley Kathleen Laster, Ph.D. Stephen Trotter, M.D.
2022	John Robinson, M.D. Charles Skillings Mike Warwick

We're here for
good.

Please notify us of the City Commission's approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Briggs". The signature is fluid and cursive, with the first name "Michelle" written in a larger, more prominent script than the last name "Briggs".

Michelle Briggs
President/CEO

We're here for
good.
re.

Shawnee Hospital Authority
Reappointment Bios
Term 10/1/2016 – 9/30/2022

John A. Robinson, M.D. is Certified by the American Board of Ophthalmology. He has held professional offices for the Oklahoma State Medical Association, American Academy of Ophthalmology, Oklahoma Academy of Ophthalmology, and the Pottawatomie County Medical Association. He is the founder and owner of Robinson Eye Institute, PLLC, here in Shawnee.

Charles Skillings has a broad background in healthcare management. He began his career at Shawnee Medical Center Hospital in 1977. Before his appointment to CEO at Shawnee Regional Hospital in January of 2000, he served as Director of the Emergency Medical Services, and later joined the administration of the hospital and worked in the area of medical staff development. Seven years prior to becoming CEO, he was appointed Executive Vice President/ Chief Operating Officer of the Hospital. Skillings is a graduate of Oklahoma City University. He currently holds the position of President of St. Anthony Shawnee Hospital which is a part of the SSM Health System.

Mike Warwick is an attorney practicing law in Shawnee, Oklahoma since 1974. Mr. Warwick has served as a Director/Trustee of several not for profit organizations, including Community Health Partners, React Ambulance Authority, Gateway to Prevention and Recovery, Pottawatomie County Hospital Authority, Shawnee Hospital Authority, Sine Nomine Choral Society and Avedis Foundation. Mr. Warwick is currently engaged in the private practice of law.

Regular Board of Commissioners

3.

Meeting Date: 10/17/2016

420 S Park St Appeal

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action on Clara and Juan Guerrero's appeal of an Administrative Order requiring the demolition of the residential structure located at 420 South Park Street.

(Reconsideration from September 6, 2016 City Commission meeting.)

Attachments

No file(s) attached.

Regular Board of Commissioners

4.

Meeting Date: 10/17/2016

S18-16 Vision Bank Final Plat

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Final Plat for Re-Plat of Vision Addition, Section I, located at 4301 North Harrison Street. Case No. S18-16. Applicant: Vision Bank, NA.

Attachments

S18-16 Vision Bank Final Plat Section I

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Vision Bank, NA
FOR: Final Plat for Re-Plat of Vision Addition, Section I
LOCATION: 4301 N. Harrison Street, Shawnee, OK
PROJECT# 151243 CASE# S18-16

PLANNING COMMISSION MEETING DATE: October 5th, 2016

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

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

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

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

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



**STAFF REPORT
CASE #S18-16: FINAL PLAT**

TO: Shawnee Planning Commission

AGENDA: October 5, 2016

RE: Vision Addition Section I Re-plat Final Plat

PROPOSAL

The applicant is requesting final plat approval for Vision Addition Section 1 Re-plat Final Plat, to incorporate a detention pond that was established off of the appropriate property. The subject property is generally located at the north-east corner of Harrison Street and 42nd Street and is approximately 3.19 acres in size. The site is currently zoned C-3 (Highway Commercial).

GENERAL INFORMATION

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

STAFF REVIEW AND ANALYSIS

Vision Addition Section 1 was approved for final plat in January of 2008. The Addition created two (2) lots for commercial development. Currently, Lot 1 is occupied by NStockNow, and Lot 2 is home to Vision Bank Shawnee. As plans were in the works to develop Vision Addition Section II, the remaining ten (10) Acres east of the subject plat, it was discovered that the incorporated drainage used for the structures on Vision Addition Section I was off-site, which is disallowed by City Code. Therefore, a revised preliminary plat was proposed and approved in January of 2016.

The purpose for replatting Section I is for three (3) major reasons:

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



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

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

1. The addition of approximately 1.1 Acres of land to be incorporated into the current two (2) lots of Vision Addition Section 1.
2. A 60' public street right-of-way (ROW) that currently exists for Vision Boulevard will be extended approximately 66.5' to reach the new property boundary and eventually connect to the future Section of Vision Addition.

3. Along with the dedication of additional street ROW, proper utility easements shall be present and dedicated.
4. Eventual extension of City utilities will be necessary to accommodate the additional property.

If approved, this replat will serve to correct a nonconforming issue on the site and will also correct boundary lines for the forthcoming Vision Addition Section II which will serve to plat the remaining areas to the south and east. The proposed large scale channelization has been completed. Appropriate construction documents have been submitted to FEMA for approval, but the necessary letter of map revision (LOMR) has not been received by City Staff. Therefore, Staff will include receiving such letter as a condition of approval.

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

STAFF RECOMMENDATION

Staff recommends approval of the proposed final plat for Vision Addition Section I with the following conditions:

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

Attachments

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



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

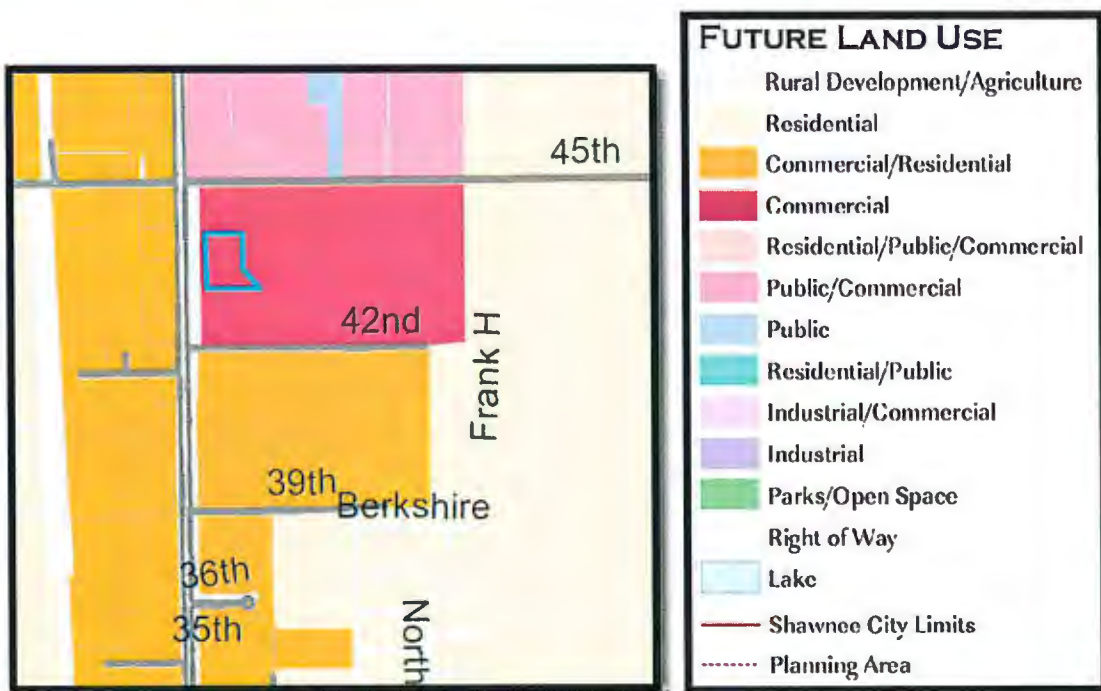
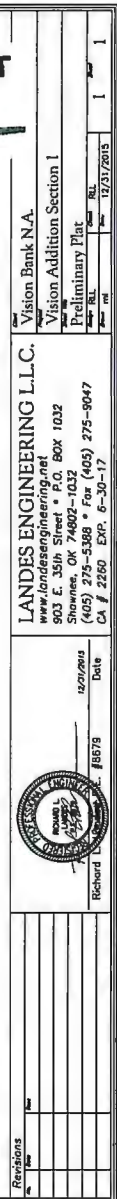


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map (Figure 4.2). Approximate area outlined in blue.

A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER (NW/4) OF THE
NORTHWEST QUARTER (NW/4), SECTION 3, TOWNSHIP 10 NORTH, RANGE 4 EAST OF THE
INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA

2



CUMULATIVE						
NUMBER	DELTA ANGLE	CHORD DIRECTION	THICKEN	ADJUS	ARC LENGTH	CHORD LENGTH
C1	22°30'00"	330°00'00"	0.00	1.0000	48.42	48.42

FINAL PLAT APPLICATION FOR THE CITY OF SHAWNEE

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

APPLICANT VISION BANK, NA

APPLICANT ADDRESS 4301 N HARRISON, SHAWNEE 74804

APPLICANT PHONE NUMBERS 405.395.9455

EMAIL ADDRESS CParkwood@visionbankok.com

NAME OF PLAT RE-PLAT VISION ADDITION SECTION I

LOCATION 4301 N HARRISON

NUMBER OF ACRES 3.19 NUMBER OF LOTS 2

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS:

FEE: \$325.00

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

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

TOTAL COST 331.00

FOR LESS THAN 2 ACRE LOTS:

FEE: \$325.00

PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS

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

TOTAL COST

OWNER/DEVELOPER INFORMATION:

NAME VISION BANK, NA

ADDRESS 4301 N. HARRISON, SHAWNEE 74804

CONTACT NUMBERS 405.395.9455

EMAIL ADDRESS CPackwood@visionbankok.com

PROJECT ENGINEER INFORMATION:

NAME Richard Landes, Landes Engineering, LLC

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

CONTACT NUMBERS 405.275.5388

EMAIL ADDRESS landesengineering@landesengineering.net

FOR STAFF USE ONLY

PROJECT NUMBER: 151243 CASE NUMBER: 518-16

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

Regular Board of Commissioners

5.

Meeting Date: 10/17/2016

S10-16 Vision Addition Section II

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Final Plat for Vision Addition, Section II, located at 4301 North Harrison Street. Case No. S10-16. Applicant: Vision Bank, NA.

Attachments

S10-16 Vision Addition Section II

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Vision Bank, NA
FOR: Final Plat for Vision Addition, Section II
LOCATION: 4301 N. Harrison Street, Shawnee, OK
PROJECT# 160331 CASE# S10-16

PLANNING COMMISSION MEETING DATE: October 5th, 2016

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

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

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

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

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



**STAFF REPORT
CASE #S10-16: FINAL PLAT**

TO: Shawnee Planning Commission

AGENDA: October 5, 2016

RE: Vision Addition Section II Lot 1 Final Plat

PROPOSAL

The applicant is requesting final plat approval for Vision Addition Section II, Lot 1. The preliminary plat for Vision Addition Section II was approved in March of 2016 and incorporates two (2) large lots and two (2) outlots, on approximately ten (10) Acres of land.

The developer intends to complete Vision Addition, Section II by requesting final plat approval in two (2) phases. The first and subject final plat includes one (1) buildable lot and two (2) outlots on approximately 6.29 Acres of land. The subject property is zoned C-3 (Highway Commercial) and is generally located at the north-east corner of Harrison Avenue and 42nd Street. A major component of this project is the incorporation of a concrete drainage channel for the purpose of shrinking the floodplain, creating increased buildable space.

GENERAL INFORMATION

Applicant	Vision Bank, NA
Owner(s)	Vision Bank
Site Location/Address	NE Corner of Harrison St. and 42 nd St.
Current Site Zoning	Commercial (C-3)

Parcel Size	6.29 Acres (approximate)
Comprehensive Plan Designation	Commercial
Existing Land Use	Commercial (C-3)
Surrounding Zoning	Commercial (C-3), Agricultural (A-1) and Residential (R-1)

STAFF REVIEW AND ANALYSIS

The preliminary plat for Vision Addition Section II was approved by the City Commission in March, 2016. The developer has decided to final plat this addition in two (2) phases. The first, and subject final plat includes:

1. Lot 1: Approximately 4.77 Acres
2. Outlot A: Detention easement – approximately 1.24 Acres (concrete drainage channel)
3. Outlot B: Detention easement – approximately 0.28 Acres

Upon completion, Vision Addition Section II incorporates the following components:

1. Creation of four (4) total lots:
 - a. Lot 1: Approximately 2.57 acres
 - b. Lot 2: Approximately 5.22 acres
 - c. Outlot A: Detention easement – approximately 1.21 acres
 - d. Outlot B: Detention easement – approximately 0.3 acres
2. Completion of a collector street (Vision Boulevard) providing ingress and egress on both Harrison Street and 45th Street.
3. Four (4') foot required sidewalk along Vision Blvd. and 42nd Street. A six (6') foot sidewalk is required along Harrison Ave. and 45th St.
4. A continuous 50'- 60' drainage easement incorporating a concrete stormwater drainage channel.
5. Upgrade of 42nd Street from a local street to a collector, allowing commercial access from 42nd Street. This upgrade requires additional street right-of-way (ROW) dedication.



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

Since preliminary plat approval in March, the concrete stormwater drainage channel has been constructed, documentation has been sent to FEMA for approval, but we have yet to receive the required letter of map revision (LOMR). Receiving of said letter will be placed as a condition of approval.

STAFF RECOMMENDATION

Staff recommends approval of the proposed final plat for Vision Addition Section II, Lot 1 with the following conditions:

1. Present for review and approval an appropriate Letter of Map Revision (LOMR) from FEMA, indicating any changes to the floodplain due to channelization.
2. Final construction documents must be approved by the City Engineer prior to construction.
3. Any necessary drainage plans must be approved by the City Engineer prior to construction.

4. All other applicable City standards apply.

Attachments

1. Figure 1: Aerial Plat Map
2. Figure 2: Zoning Map
3. Figure 3: Future Land Use Map
4. Exhibit 1: Preliminary Plat
5. Exhibit 2: Preliminary Plat Vision Boulevard Close-up

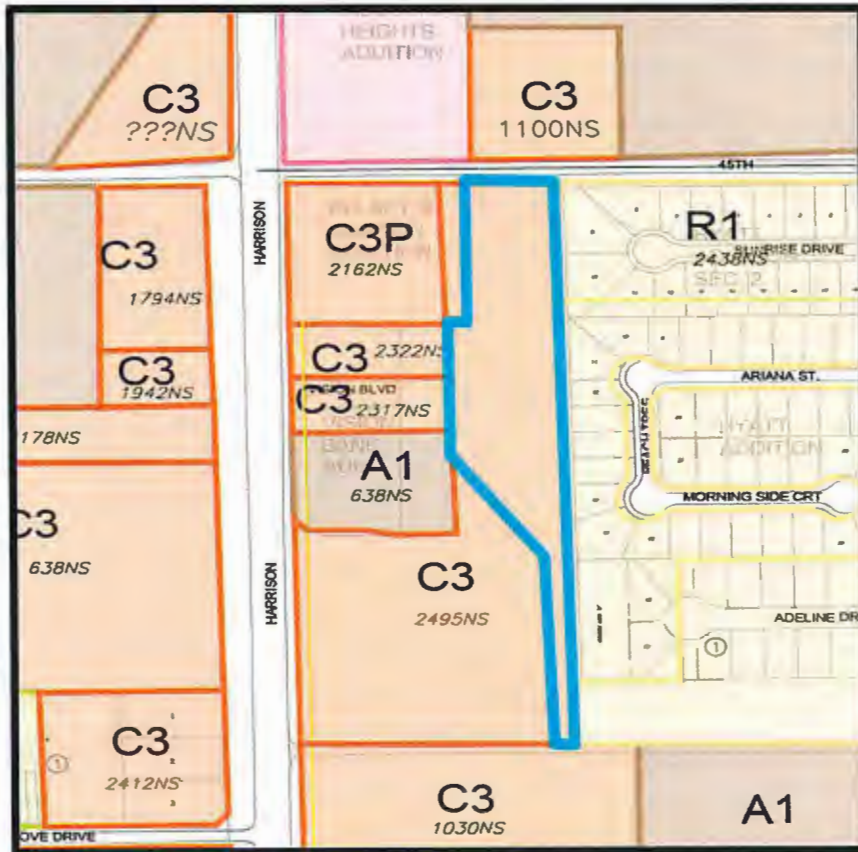


Figure 2: Zoning Map of site – approximate total area outlined in blue.

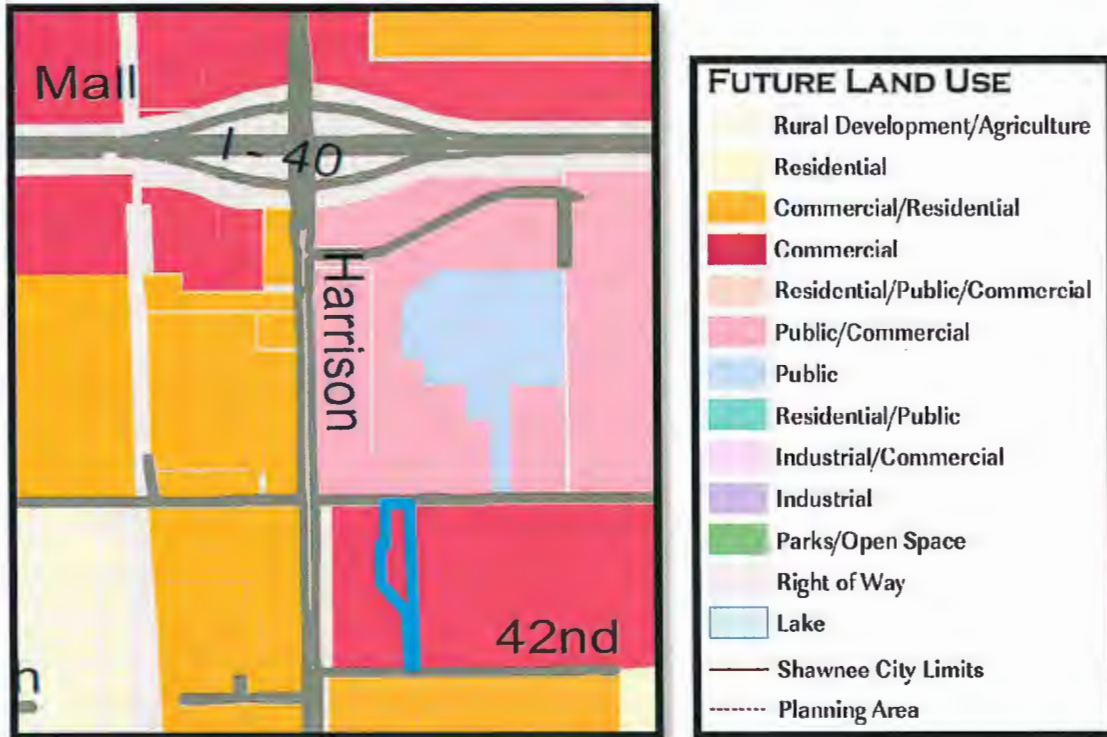


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map (Figure 4.2). Approximate area outlined in blue.

FINAL PLAT APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: 510-16
Project Number: 160331
Date Filed: 8-9-16
Amount Paid: \$225.00
Receipt No.: 01855363

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

APPLICANT Vision Bank, NA
APPLICANT ADDRESS 4301 N. Harrison, Shawnee, OK 74804
APPLICANT PHONE NUMBERS 1-(405)-395-9455
EMAIL ADDRESS CPackwood@visionbankok.com
NAME OF PLAT Vision Addition Section II Lot 1
LOCATION 4301 N. Harrison Section II Lot 1
NUMBER OF ACRES 2.57 NUMBER OF LOTS 1

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

FOR LESS THAN 2 ACRE LOTS: N/A FEE: \$225.00
PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS _____
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS _____
TOTAL COST _____

OWNER/DEVELOPER INFORMATION:

NAME Vision Bank Shares Inc.
ADDRESS _____
CONTACT NUMBERS _____
EMAIL ADDRESS _____

PROJECT ENGINEER INFORMATION:

NAME Richard L. Landes, Landes Engineering LLC
ADDRESS 903 E. 35th St. Shawnee, Okla 74804
CONTACT NUMBERS 405-275-5388
EMAIL ADDRESS landesengineering@landesengineering.net

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

Regular Board of Commissioners**6.**

Meeting Date: 10/17/2016

P08-16 1500 E Independence Rezone

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 1500 East Independence Street from R-1; Single Family Residential to C-1; Neighborhood Commercial. Case No. P08-16.

Application: ADG, PC.

Attachments

P08-16 Staff Report

P08-16 Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: ADG, PC
FOR: Rezone from R-1; Single Family Residential to C-1;
Neighborhood Commercial
LOCATION: 1500 E. Independence Street, Shawnee, OK
PROJECT#: 161076 Case# P08-16

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: R-1; Single Family Residential
REQUESTED CLASSIFICATION: C-1; Neighborhood Residential
PROPOSED PROPERTY USE: Commercial Office

PLANNING COMMISSION MEETING DATE: October 5th, 2016

PLANNING COMMISSION RECOMMENDATION: Approval

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

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

RESPECTFULLY SUBMITTED,
Cheyenne Lincoln
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



**STAFF REPORT
CASE #P08-16: REZONE
CASE #S17-16: PRELIMINARY PLAT**

TO: Shawnee Planning Commission

AGENDA: October 5, 2016

RE: Rezone Request – R-1: Single Family Residential District to C-1:
Neighborhood Commercial District

Preliminary Plat Request – Avedis Park

PROPOSAL

The applicant is requesting approval for a rezone from R-1: Single Family Residential District to C-1: Neighborhood Commercial District. Also, a request has been made to approve a one (1) lot preliminary plat containing one (1) office structure. The subject site is approximately twelve (12) Acres in size and is located on the north-east corner of East Independence St. and North Elm St.

GENERAL INFORMATION

Applicant	ADG, PC
Owner	Clayton Eads (contract to purchase – Avedis Foundation)
Site Location/Address	1500 E. Independence
Current Site Zoning	R1 (Single Family Residential)
Proposed Zoning	C-1 (Neighborhood Commercial)
Property Area	12 Acres (approximate)
Current Use	Vacant

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

STAFF REVIEW AND ANALYSIS

The subject site is approximately twelve (12) Acres in size, zoned R-1, and is substantially undeveloped. Accompanying the request to rezone from R-1 to C-1 is a preliminary plat, to be voted on separately. Said plat does provide a general site plan indicating the intended office use. The land is currently owned by a Mr. Clayton Eads, but a contract for sale has been presented between Mr. Eads and the Avedis Foundation contingent on approval of the proposed rezone.

This site has been subject to a number of rezone requests, so Staff will first provide some much needed context by detailing the recent history:

- **March 2015:** Case #P04-15 & Case #S04-15: The applicant, Landes Engineering, requested a rezone from A-1 (rural agricultural) to R-1 (single family residential) and preliminary plat for the construction of 42 single family lots on approximately twelve (12) Acres of undeveloped land. Both items were approved without objection.
- **January 2016:** Case #P15-15: The applicant, Marical Brothers Real Estate, requested a rezone from R-1 (single family residential) to R-2 (medium density residential) for the construction of duplex rental housing on the subject, twelve (12) Acre site. Over forty (40) letters of protest were received from neighboring property owners, many of whom were present for the public hearing. After lengthy discussion, the case was deferred, to be placed on the February Planning Commission agenda.
- **February 2016:** Case #P15-15, deferred from January, was once again discussed. After hearing from concerned citizens and lengthy commissioner discussion, a decision was made to deny the request. Because the site is twelve (12) Acres in size, the possible density of duplex rental housing was deemed inconsistent with the surrounding single family housing. The application was withdrawn prior to City Commission action.
- **April 2016:** Case #P03-16 was reviewed by the Planning Commission with a goal to rezone the site from R-1 to a PUD. The site design incorporated both single family housing and duplex housing. The details of the PUD Design Statement indicated lower density than the maximum allowed by code. Staff recommended deferring due to a

number of technical issues with the PUD Design Statement. The case was therefore deferred until the May 4th, 2016 Planning Commission meeting.

- **May 2016:** Case #P03-16 was once again reviewed by the Planning Commission after corrections had been made to the PUD Design Statement. The final site design included 38 individual lots with a maximum of twelve (12) duplex homes, buffered by twenty-three (23) single family residential homes for a total of 47 dwelling units. With one (1) planning commissioner absent, a motion to approve failed due to a 3-3 tie. The application was withdrawn prior to the City Commission meeting.



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

Proposed on the subject site is one (1) single-story office building, approximately 7,000 square feet in size and will include a deck/patio. The office is centrally located with adequate parking, a private drive lined with trees, a detention pond, and perimeter sidewalks. Because only a small portion of the site will be developed, the applicant intends to preserve the abundance of existing trees, providing an environmental buffer between the site and surrounding homeowners.

Many of the practical concerns for this site have revolved around ingress and egress along Elm Street. If rezoned to office commercial, there can be no such access along Elm Street. According to the Shawnee Subdivision Regulations, Section 40.2.1 (S):

“Commercial or Industrial Subdivisions should have access to an arterial street and may have access to a collector street if traffic conditions, as determined by the Planning Commission, warrant such extension, but shall not have access to a residential street.”

Because Elm Street is a local street, it alleviates a number of concerns regarding high density commercial development. As indicated on the preliminary plat (Exhibit 2), the following site specific items address many previous issues:

1. Elm being a local street alleviates a major concern for high density office commercial on this site. As Independence Street is the only allowable means of access, any attempt at creating lots with sole Elm Street frontage will not be approved. This fact alone reduces the degree of commercial density by a substantial margin.
2. As indicated in the preliminary plat, the office structure is proposed to be located centrally on the twelve (12) Acre site. Such an arrangement is not indicative of future high density development as it reduces developable space.
3. One previous concern indicated while attempting high density residential development was increased traffic and maneuvering along Elm Street in relation to the intersection of Independence and Elm. Furthermore, concerns for housing developed along Elm Street increased the chance for on-street parking on an unimproved, local street. That arrangement would likely cause safety concerns. These concerns do not apply with this design.
4. Though it is the intent of the Avedis Foundation to go above and beyond on aesthetics for the site, Staff has a number of requirements exclusive to commercial properties that assure compliance with beautification measures. These items include:
 - a. Sixty (60%) percent of the structural façade shall be of masonry material.
 - b. Site landscaping of ten (10%) shall be required.
 - c. Perimeter sidewalks, as proposed.
 - d. Proper site storm water detention.
 - e. Required fencing or dense landscaping where adjacent to residential properties.

With the goal to preserve existing trees, there is a high degree of seclusion and separation from neighboring land uses.

Staff has reviewed both requests for approval for the subject rezone and preliminary plat. Though the site is approximately twelve (12) Acres in size, the proposed development and general subdivision restrictions imposed on this site do not allow for maximum density.

The proposed rezone is in conformance with the Shawnee Comprehensive Plan. This area is classified as “residential,” which provides allowances for one-family detached dwellings,

duplexes, public uses (church, schools, parks, and other neighborhood-oriented public facilities) and, ***“when appropriate, other uses may include multifamily residential activity and neighborhood commercial.”*** Though this site is surrounded primarily by single-family residential land uses, it is located along a major arterial with adjacent multi-family residential and commercially zoned properties.

Based on the general consistency with the Shawnee Comprehensive Plan and the Shawnee Zoning Code, Staff has no objection to the proposed zone change from R-1 to C-1. Staff will require a few minor corrections to the preliminary plat, but does find the document to be in general conformance to the City of Shawnee Subdivision Regulations.

Staff has received no calls or letters of opposition.

STAFF RECOMMENDATION

Staff recommends **approval** for the proposed rezone from *R1* (Single Family Residential) to *C1* (Neighborhood Commercial) for the subject property.

Staff recommends **approval** for the proposed preliminary plat with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. Any necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
3. Correction of minor details on the Preliminary Plat.
4. All other applicable City standards apply.

Attachments

1. Figure 1: Aerial view of site
2. Figure 2: Zoning Map
3. Figure 3: Future Land Use Map
4. Figure 4: Zoning Consistency Map
5. Exhibit 1: Preliminary Plat
6. Exhibit 2: Michelle Briggs, Avedis Foundation, Letter of Intent

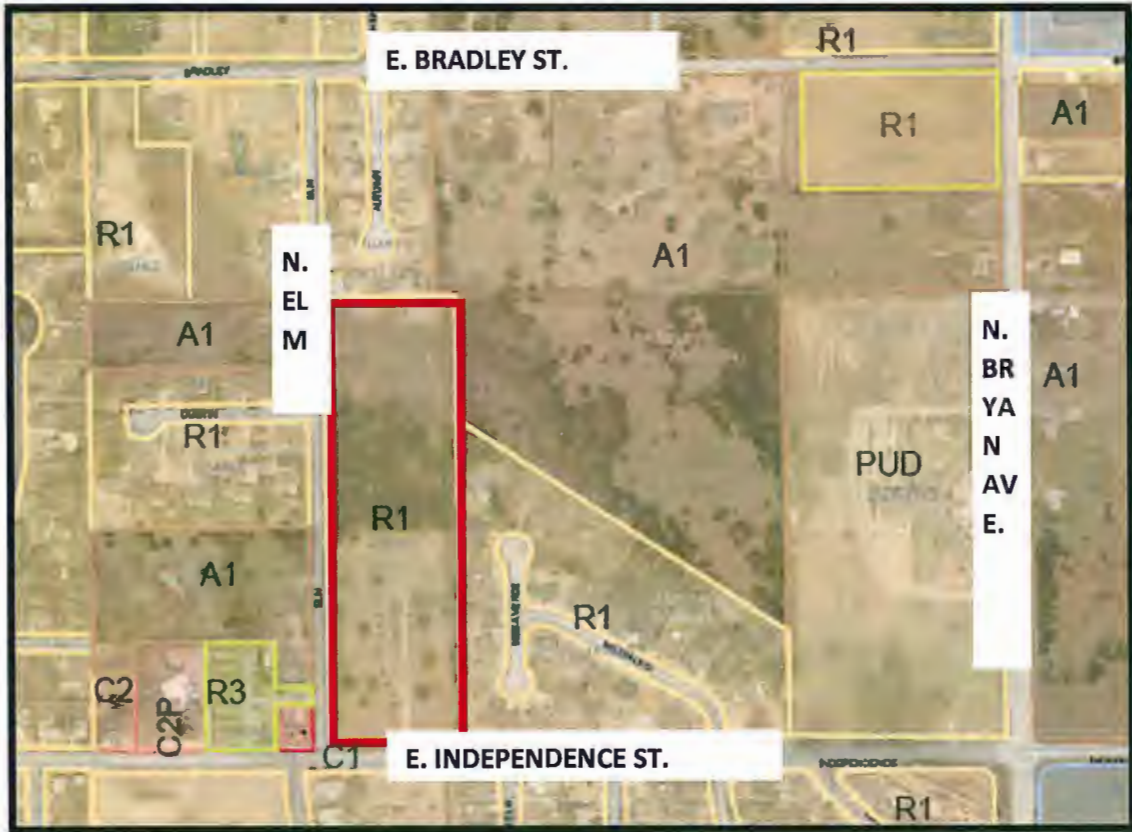


Figure 2: Zoning Map of site – approximate total area outlined in red.

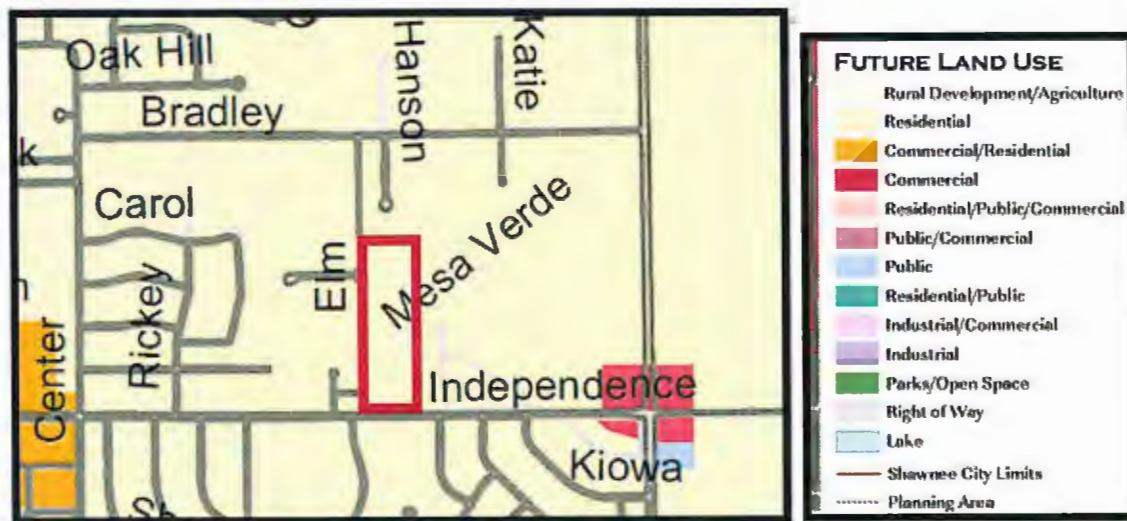


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map – approximate total area outlined in red

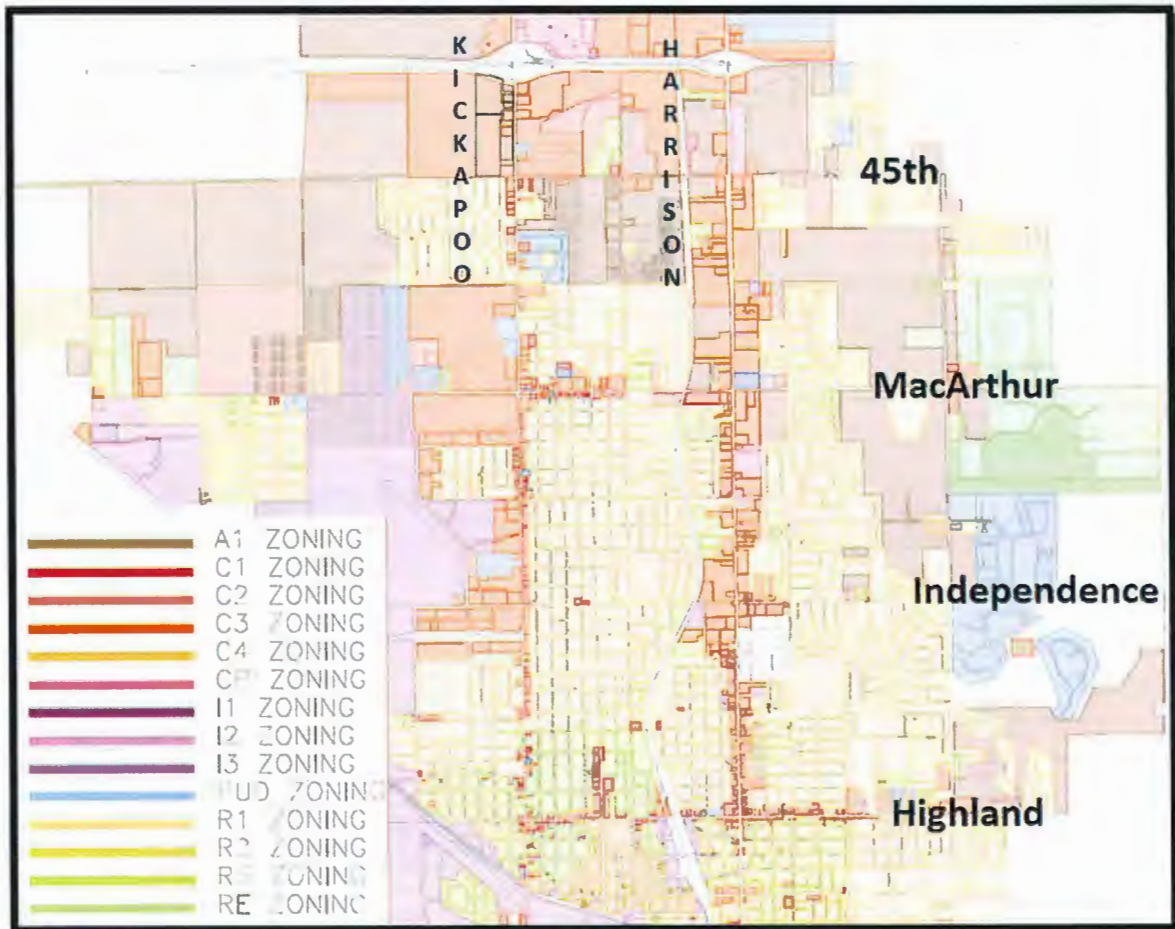


Figure 4: Zoning Consistency Map: Provided to show the correlation between major arterials and high density commercial and residential development.

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: P08-116
Project Number: 161076
Date Filed: 9-7-2016
Cheryl E. Lincoln
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 A-1 (Rural Agricultural) District to C-1 (Neighborhood Commercial) District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 1500 East Independence Street, Shawnee, Oklahoma 74804

LEGAL DESCRIPTION: See Exhibit A (attached)

PROPERTY OWNER (S): Avedis Foundation, 3903 North Harrison, Shawnee, Oklahoma 74804

PROPERTY AGENT (APPLICANT): ADG, PC

APPLICANT'S ADDRESS: 920 West Main Street

CITY: Oklahoma City **STATE:** Oklahoma **ZIP:** 73106

EMAIL ADDRESS: jcolton@adgokc.com

TELEPHONE NUMBER: () 405.232.5700 **CONTACT NUMBER:** () 405.613.0022

DIMENSIONS OF PROPERTY: AREA: 11.8-acres WIDTH: 397.66-ft
LENGTH: 1314.50-ft FRONTAGE: 1712.16-ft

CURRENT ZONING: A-1 (Rural Agricultural) **CURRENT USE:** Residential

PROPOSED ZONING: C-1 (Neighborhood Commercial) **PROPOSED USE:** Commercial

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

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

Michelle L. Duggan, Pres.
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

RECEIPT NO. 1254877

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

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

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

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

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

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P08-16

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

The property requesting rezoning is described as follows:

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

General Location Known As:	<u>1500 E. Independence St., Shawnee, OK</u>
Current Zoning Classification:	<u>R-1; Single Family Residential District</u>
Requested Zoning Classification:	<u>C-1; Neighborhood Commercial District</u>
Proposed Use of Property:	<u>Commercial Office</u>
Applicant:	<u>ADG, PC</u>

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

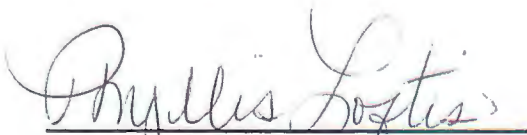
The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

October 5 th , 2016	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
October 17 th , 2016	AT 6:30 P.M.:	CITY OF SHAWNEE CITY COMMISSION

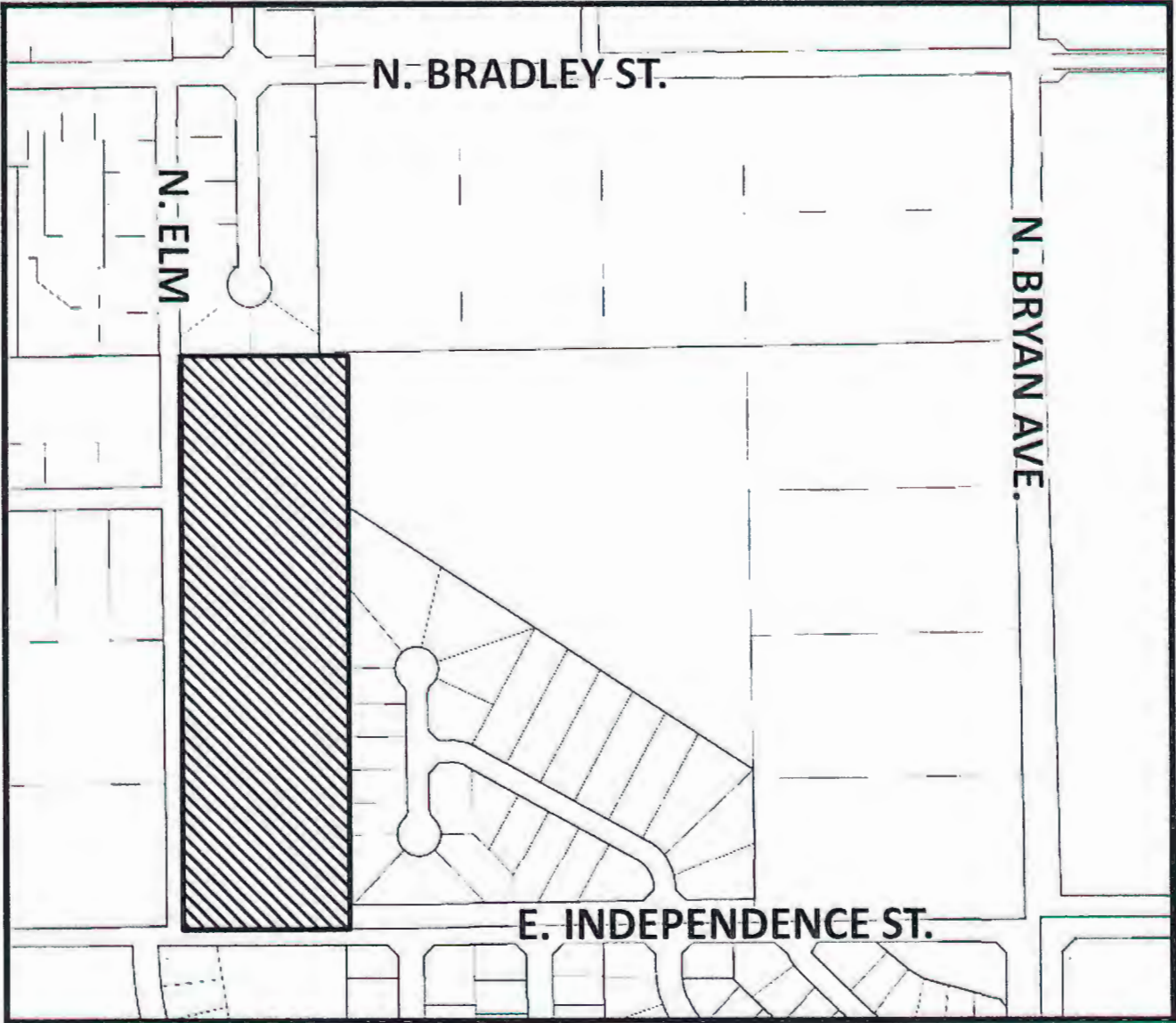
At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition of the proposed rezone will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Secretary's office at 222 N. Broadway.

Witness my hand this 13th day of September, 2016.




Phyllis Loftis, City Clerk

CASE# P08-16



CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

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

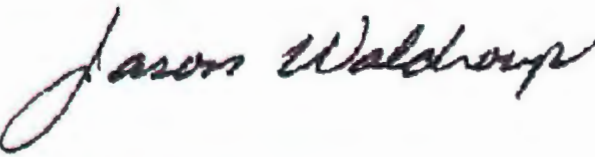
A tract of land described as beginning 660 feet N89°43'27"E of the Southwest Corner of the Southeast Quarter (SW/C SE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N00°16'33"W a distance of 1314.50 feet to a point on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

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

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

Dated: August 19, 2016 at 7:30 AM

First American Title & Trust Company

By: 

Jason Waldroup
Abstractor License No. 1400
OAB Certificate of Authority # 017
File No. 2173237-SH99

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OWNERSHIP LIST

ORDER NO. 2173237

DATE PREPARED: November 12, 2015
EFFECTIVE DATE: August 19, 2016 at 7:30 a.m.

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

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

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

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

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OCT 03 2016
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CITY OF SHAWNEE PLANNING COMMISSION/CITY OF SHAWNEE CITY COMMISSION

REGARDING CASE #P08-16

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

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

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

Thank you for your consideration.

Frank Harris 9/30/2016
Frank Harris

1800 N Elm Ave.

Shawnee, OK 74804

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING 660 FEET N89°43'27"E OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SW/C SE/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE N00°16'33"W A DISTANCE OF 1314.50 FEET TO A POINT ON THE NORTH LINE OF THE S/2 SE/4; THENCE N89°19'27"E A DISTANCE OF 397.66 FEET; THENCE S00°16'33"E A DISTANCE OF 1314.50 FEET; THENCE S89°43'27"W A DISTANCE OF 397.66 FEET TO THE POINT OF BEGINNING, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM R-1; SINGLE FAMILY RESIDENTIAL DISTRICT TO C-1; NEIGHBORHOOD 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 17th day of October, 2016, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification R-1; Single Family Residential District to C-1; Neighborhood 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-1; Neighborhood 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 DESCRIBED AS BEGINNING 660 FEET N89°43'27"E OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SW/C SE/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE N00°16'33"W A DISTANCE OF 1314.50 FEET TO A POINT ON THE NORTH LINE OF THE S/2 SE/4; THENCE N89°19'27"E A DISTANCE OF 397.66 FEET; THENCE S00°16'33"E A DISTANCE OF 1314.50 FEET; THENCE S89°43'27"W A DISTANCE OF 397.66 FEET TO THE POINT OF BEGINNING, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM R-1; SINGLE FAMILY RESIDENTIAL DISTRICT TO C-1; NEIGHBORHOOD COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 17th day of October, 2016.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this 17th day of October, 2016.

JOSEPH VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

7.

Meeting Date: 10/17/2016

S17-16 1500 E Independence Prel Plat

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Preliminary Plat for Avedis Park located at 1500 East Independence Street. Case No. S17-16. Applicant: ADG, PC.

Attachments

S17-16 Prel Plat

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: ADG, PC
FOR: Preliminary Plat for Avedis Park
LOCATION: 1500 E. Independence Street, Shawnee, OK
PROJECT# 161107 CASE# S17-16

PLANNING COMMISSION MEETING DATE: October 5th, 2016
PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. Any necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
3. Correction of minor details on the Preliminary Plat.
4. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

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

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



STAFF REPORT
CASE #P08-16: REZONE
CASE #S17-16: PRELIMINARY PLAT

TO: Shawnee Planning Commission

AGENDA: October 5, 2016

RE: Rezone Request – R-1: Single Family Residential District to C-1:
Neighborhood Commercial District

Preliminary Plat Request – Avedis Park

PROPOSAL

The applicant is requesting approval for a rezone from R-1: Single Family Residential District to C-1: Neighborhood Commercial District. Also, a request has been made to approve a one (1) lot preliminary plat containing one (1) office structure. The subject site is approximately twelve (12) Acres in size and is located on the north-east corner of East Independence St. and North Elm St.

GENERAL INFORMATION

Applicant	ADG, PC
Owner	Clayton Eads (contract to purchase – Avedis Foundation)
Site Location/Address	1500 E. Independence
Current Site Zoning	R1 (Single Family Residential)
Proposed Zoning	C-1 (Neighborhood Commercial)
Property Area	12 Acres (approximate)
Current Use	Vacant

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

STAFF REVIEW AND ANALYSIS

The subject site is approximately twelve (12) Acres in size, zoned R-1, and is substantially undeveloped. Accompanying the request to rezone from R-1 to C-1 is a preliminary plat, to be voted on separately. Said plat does provide a general site plan indicating the intended office use. The land is currently owned by a Mr. Clayton Eads, but a contract for sale has been presented between Mr. Eads and the Avedis Foundation contingent on approval of the proposed rezone.

This site has been subject to a number of rezone requests, so Staff will first provide some much needed context by detailing the recent history:

- **March 2015:** Case #P04-15 & Case #S04-15: The applicant, Landes Engineering, requested a rezone from A-1 (rural agricultural) to R-1 (single family residential) and preliminary plat for the construction of 42 single family lots on approximately twelve (12) Acres of undeveloped land. Both items were approved without objection.
- **January 2016:** Case #P15-15: The applicant, Marical Brothers Real Estate, requested a rezone from R-1 (single family residential) to R-2 (medium density residential) for the construction of duplex rental housing on the subject, twelve (12) Acre site. Over forty (40) letters of protest were received from neighboring property owners, many of whom were present for the public hearing. After lengthy discussion, the case was deferred, to be placed on the February Planning Commission agenda.
- **February 2016:** Case #P15-15, deferred from January, was once again discussed. After hearing from concerned citizens and lengthy commissioner discussion, a decision was made to deny the request. Because the site is twelve (12) Acres in size, the possible density of duplex rental housing was deemed inconsistent with the surrounding single family housing. The application was withdrawn prior to City Commission action.
- **April 2016:** Case #P03-16 was reviewed by the Planning Commission with a goal to rezone the site from R-1 to a PUD. The site design incorporated both single family housing and duplex housing. The details of the PUD Design Statement indicated lower density than the maximum allowed by code. Staff recommended deferring due to a

number of technical issues with the PUD Design Statement. The case was therefore deferred until the May 4th, 2016 Planning Commission meeting.

- **May 2016:** Case #P03-16 was once again reviewed by the Planning Commission after corrections had been made to the PUD Design Statement. The final site design included 38 individual lots with a maximum of twelve (12) duplex homes, buffered by twenty-three (23) single family residential homes for a total of 47 dwelling units. With one (1) planning commissioner absent, a motion to approve failed due to a 3-3 tie. The application was withdrawn prior to the City Commission meeting.



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

Proposed on the subject site is one (1) single-story office building, approximately 7,000 square feet in size and will include a deck/patio. The office is centrally located with adequate parking, a private drive lined with trees, a detention pond, and perimeter sidewalks. Because only a small portion of the site will be developed, the applicant intends to preserve the abundance of existing trees, providing an environmental buffer between the site and surrounding homeowners.

Many of the practical concerns for this site have revolved around ingress and egress along Elm Street. If rezoned to office commercial, there can be no such access along Elm Street. According to the Shawnee Subdivision Regulations, Section 40.2.1 (S):

“Commercial or Industrial Subdivisions should have access to an arterial street and may have access to a collector street if traffic conditions, as determined by the Planning Commission, warrant such extension, but shall not have access to a residential street.”

Because Elm Street is a local street, it alleviates a number of concerns regarding high density commercial development. As indicated on the preliminary plat (Exhibit 2), the following site specific items address many previous issues:

1. Elm being a local street alleviates a major concern for high density office commercial on this site. As Independence Street is the only allowable means of access, any attempt at creating lots with sole Elm Street frontage will not be approved. This fact alone reduces the degree of commercial density by a substantial margin.
2. As indicated in the preliminary plat, the office structure is proposed to be located centrally on the twelve (12) Acre site. Such an arrangement is not indicative of future high density development as it reduces developable space.
3. One previous concern indicated while attempting high density residential development was increased traffic and maneuvering along Elm Street in relation to the intersection of Independence and Elm. Furthermore, concerns for housing developed along Elm Street increased the chance for on-street parking on an unimproved, local street. That arrangement would likely cause safety concerns. These concerns do not apply with this design.
4. Though it is the intent of the Avedis Foundation to go above and beyond on aesthetics for the site, Staff has a number of requirements exclusive to commercial properties that assure compliance with beautification measures. These items include:
 - a. Sixty (60%) percent of the structural façade shall be of masonry material.
 - b. Site landscaping of ten (10%) shall be required.
 - c. Perimeter sidewalks, as proposed.
 - d. Proper site storm water detention.
 - e. Required fencing or dense landscaping where adjacent to residential properties.

With the goal to preserve existing trees, there is a high degree of seclusion and separation from neighboring land uses.

Staff has reviewed both requests for approval for the subject rezone and preliminary plat. Though the site is approximately twelve (12) Acres in size, the proposed development and general subdivision restrictions imposed on this site do not allow for maximum density.

The proposed rezone is in conformance with the Shawnee Comprehensive Plan. This area is classified as “residential,” which provides allowances for one-family detached dwellings,

duplexes, public uses (church, schools, parks, and other neighborhood-oriented public facilities) and, ***“when appropriate, other uses may include multifamily residential activity and neighborhood commercial.”*** Though this site is surrounded primarily by single-family residential land uses, it is located along a major arterial with adjacent multi-family residential and commercially zoned properties.

Based on the general consistency with the Shawnee Comprehensive Plan and the Shawnee Zoning Code, Staff has no objection to the proposed zone change from R-1 to C-1. Staff will require a few minor corrections to the preliminary plat, but does find the document to be in general conformance to the City of Shawnee Subdivision Regulations.

Staff has received no calls or letters of opposition.

STAFF RECOMMENDATION

Staff recommends **approval** for the proposed rezone from *R1* (Single Family Residential) to *C1* (Neighborhood Commercial) for the subject property.

Staff recommends **approval** for the proposed preliminary plat with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. Any necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
3. Correction of minor details on the Preliminary Plat.
4. All other applicable City standards apply.

Attachments

1. Figure 1: Aerial view of site
2. Figure 2: Zoning Map
3. Figure 3: Future Land Use Map
4. Figure 4: Zoning Consistency Map
5. Exhibit 1: Preliminary Plat
6. Exhibit 2: Michelle Briggs, Avedis Foundation, Letter of Intent



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

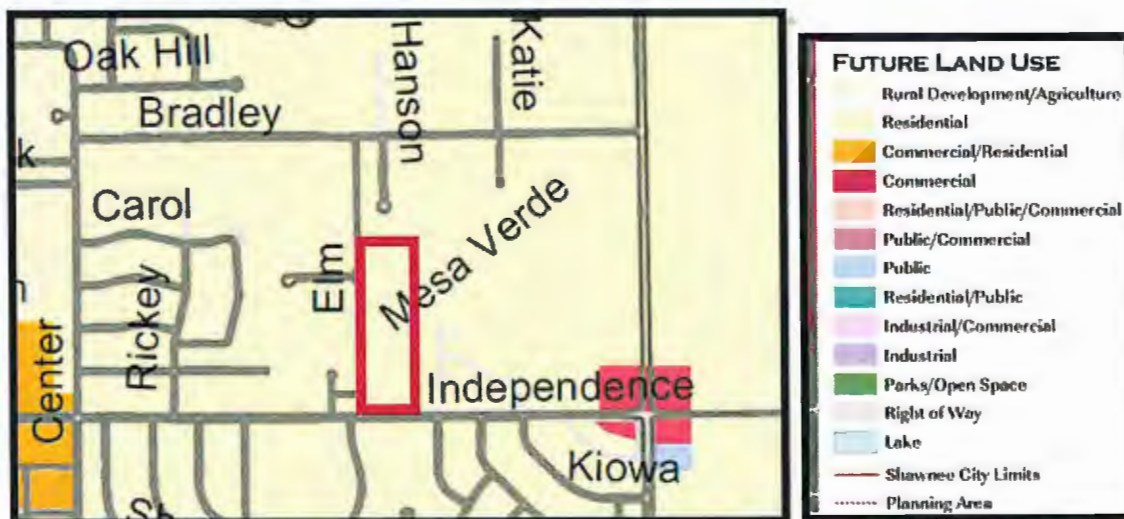


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map – approximate total area outlined in red

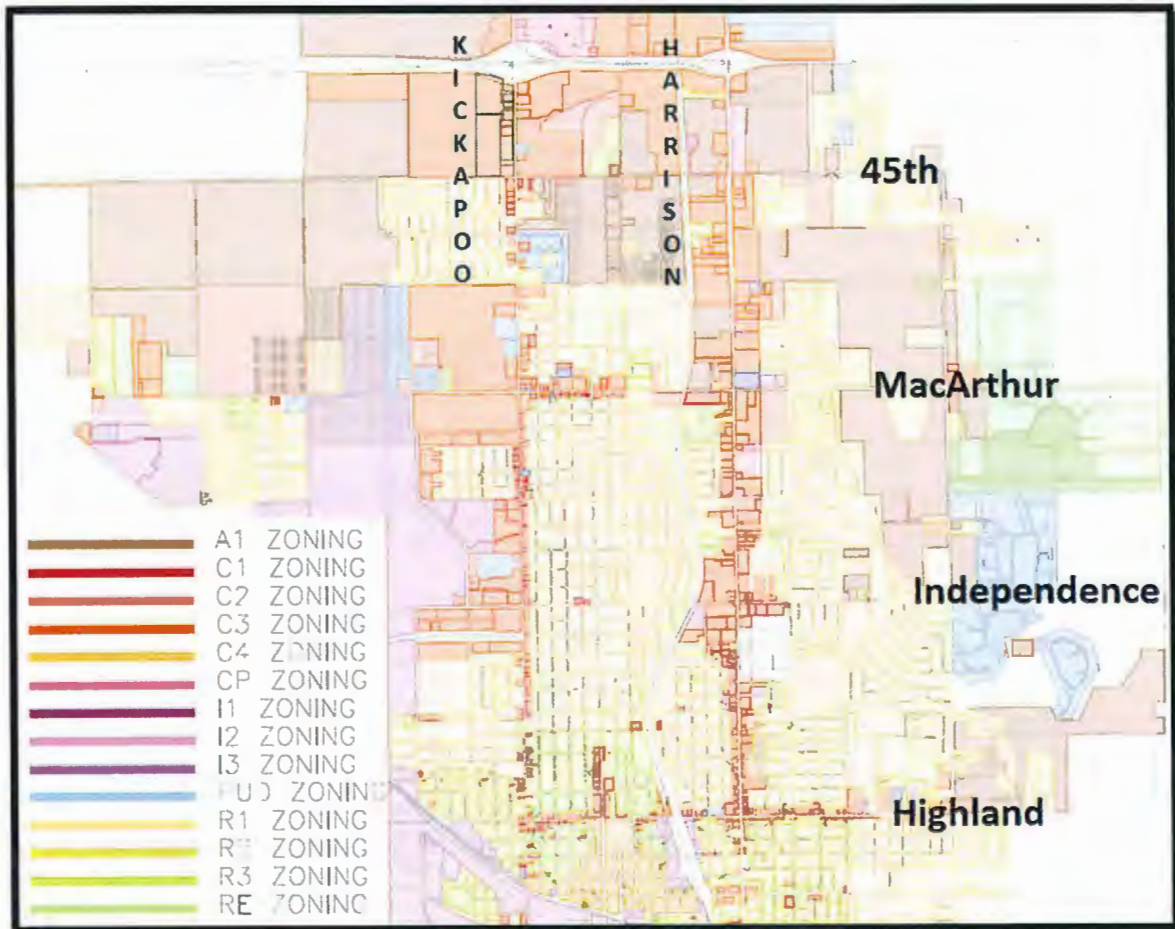


Figure 4: Zoning Consistency Map: Provided to show the correlation between major arterials and high density commercial and residential development.

AVEDIS PARK

EXHIBIT

1

ADG

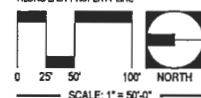
John C. H.
DATE

AVEDIS PARK
1410 East Independence St. Shawnee, OK 74801

References

ADG Project 18-041
Date: 09.28.2018
Sheet No.

A



The Avedis Foundation has a contract to purchase the above-referenced property contingent upon rezoning it from R-1 to a C-1 classification.

Avedis' intent for the property is to build an aesthetically pleasing office building of approximately 7 to 8 thousand square feet. The building will be used as the foundations corporate offices. It is our intent to retain as many of the trees as possible. The proposed tree lined, central drive will be off Independence. There will not be an entrance/exit from or to Elm Street.

The preliminary plans are to locate the office building approximately in the middle of the 12 acres. It will face South, or Independence, with views from the back side or North side of building directly into the wooded area on the North end of the property. The building will most likely have an outside office/patio area on the North side.

The present plans do not include any further enhancements at this time. Retention of the present vegetation on the property will be a goal. A park like setting with beautiful, natural enhancements is planned. There will be a sidewalk on the Independence edge of the property and the brick pillars will be removed.

Avedis' corporate vision is to improve the health, wellness and quality of life for the people of Pottawatomie County. It is our desire to further our vision with the development of this property as our corporate headquarters. We sincerely look forward to being excellent neighbors and corporate partners. It is our desire that upon completion of our development of this property that the City and our neighbors will view it as one more gift that we have granted.

Sincerely,

--

Michelle Briggs, President/CEO

AVEDIS  FOUNDATION

3903 N. Harrison • Shawnee, OK 74804

Office: 405.273.4055, ext. 103

Cell: 405.990.9739

Fax: 405.878.1331

michelle@avedisfoundation.org

We're here for you

EXHIBIT
2

PRELIMINARY PLAT APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: 517-16
Project Number: 161107
Date Filed: September 14th, 2016
Amount Paid: \$231.00
Receipt No.: 01957979

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

APPLICANT ADG, PC
APPLICANT ADDRESS 920 West Main Street
APPLICANT PHONE NUMBERS office 405.232.5700, cell 405.613.0022
EMAIL ADDRESS j cotton@adgokc.com
NAME OF PLAT Avedis Park
LOCATION 1500 East Independence Street, Shawnee, Oklahoma 74804
NUMBER OF ACRES 11.8-acres NUMBER OF LOTS 2

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00
PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS x 2 \$6.00
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS _____
TOTAL COST \$231.00

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

OWNER/DEVELOPER INFORMATION:

NAME Avedis Foundation, Ms. Michelle Briggs, President/CEO
ADDRESS 3903 North Harrison, Shawnee, Oklahoma 74804
CONTACT NUMBERS office 405.273.4055, cell 405.990.9739
EMAIL ADDRESS michelle@avedisfoundation.org

PROJECT ENGINEER INFORMATION:

NAME ADG, PC, Mr. Jason Cotton
ADDRESS 920 West Main Street
CONTACT NUMBERS office 405.232.5700, cell 405.613.0022
EMAIL ADDRESS j cotton@adgokc.com

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

Regular Board of Commissioners

8.

Meeting Date: 10/17/2016

Sales Tax Rpt 10-2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received October 2016.

Attachments

Sales Tax Rpt 10-2016



Date: October 10, 2016
TO: Mayor and Commissioners
From: Cynthia S. Arnold, Finance Director
Subject: October sales tax and use tax collections

Sales Tax Collections:

October sales tax collected was \$1,496,732 which will be divided to the following funds:

General	\$ 997,821
Capital Improvements	\$ 193,328
Street Fund	\$ 218,274
Economic Development	\$ 24,945
Police Sales Tax Fund	\$ 31,182
Fire Sales Tax Fund	\$ 31,182

Compared to October 2015 we were down \$48,513 or 3.14%.

For the fiscal year we are down \$28,229 or .62%

Reports on breakdown will not be available until after the agenda's been published. Will have for Monday night.

General Fund Use Tax:

The October 2016 collections was \$ 103,167 which was slightly down from last year.

This shows the last couple of year comparison of Sales Tax:

	November 2013	November 2014	November 2015	Increase	(Decrease)
	through	through	through	Over Prior Year	
Month	October 2014	October 2015	October 2016	Amount	Percentage
Nov	1,499,183	1,374,143	1,426,192	52,049	3.79%
Dec	1,315,025	1,441,774	1,506,784	65,010	4.51%
Jan	1,556,616	1,499,067	1,546,951	47,884	3.19%
Feb	1,569,453	1,580,604	1,605,202	24,598	1.56%
March	1,265,687	1,292,781	1,316,044	23,263	1.80%
April	1,421,540	1,426,451	1,552,529	126,078	8.84%
May	1,394,972	1,466,536	1,493,399	26,863	1.83%
June	1,390,155	1,438,144	1,437,412	(732)	(0.05%)
July	1,477,552	1,442,218	1,475,520	33,302	2.31%
August	1,432,227	1,588,410	1,530,246	(58,164)	(3.66%)
September	1,426,359	1,494,203	1,490,836	(3,367)	(0.23%)
October	1,428,921	1,545,245	1,496,732	(48,513)	(3.14)
Total	17,177,690	17,589,574	17,877,847	288,273	1.64%
		Prior Year	Current Year	Increase	(Decrease)
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		6,070,075	5,993,334	(76,742)	(1.26%)

Regular Board of Commissioners

11.

Meeting Date: 10/17/2016

Consider ES

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to enter into executive session to discuss confidential communications between the City and the City Attorney concerning a pending claim and investigation which the City, with the advice of the City Attorney, has determined that disclosure would seriously impair the ability to the City to process the claim and conduct an investigation in the public interest in compliance with its duty of confidentiality concerning investigation of complaints of the existence of a hostile work environment as authorized by 25 O.S. Section 307B(4).

Attachments

No file(s) attached.

Regular Board of Commissioners

12.

Meeting Date: 10/17/2016

Matters Discussed ES

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider matters discussed in executive session regarding confidential communications between the City and the City Attorney concerning a pending claim and investigation which the City, with the advice of the City Attorney, has determined that disclosure would seriously impair the ability to the City to process the claim and conduct an investigation in the public interest in compliance with its duty of confidentiality concerning investigation of complaints of the existence of a hostile work environment as authorized by 25 O.S. Section 307B(4).

Attachments

No file(s) attached.
