

AGENDA  
BOARD OF CITY COMMISSIONERS  
February 17, 2015 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 February 2, 2015 regular meeting.
  - c. Acknowledge the following reports and minutes:
    - License Payment Report for January 2015
    - Project Payment Report for January 2015
    - Planning Commission Minutes from the November 5, 2014 meeting.
  - d. Budget amendment – Capital Fund 301  
*Project Funding for Heart of Oklahoma Exposition Center*
  - e. Budget amendment – General Fund  
*Red Cross Storm Shelter Grant*
  - f. Authorize staff to request bids for Boy Scout Park Restroom Project.
  - g. Lake Lease Transfer:  
  
TRANSFER
    - Lot 7 Belcher Tract, 15413 Nickens Road  
From: C. McQuitty and D. McQuitty  
To: D. Cline and T. Cline
2. Citizens Participation  

(A three minute limit per person)  
(A twelve minute limit per topic)
3. Presentation by Creative Magic Children’s Theatre.

4. Presentation of Audited Financial Statements for the City of Shawnee and Related Authorities for the Fiscal Year 2013-2014.
5. Discussion concerning fire run fees, fire service area, mutual aid agreements and fire service outside city limits.
6. Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan and refund of contributions from the Defined Contribution Plan for Loyd Davis, Jr.
7. Discussion, consideration and possible action of Visit Shawnee Incorporated (VSI) contract.
8. Public hearing and consideration of an ordinance to rezone the Golden Acres Cottages II located on West MacArthur Street between Leo Street and Ellis Drive from R-1; Single Family Residential to PUD; Planned Unit Development.  
Case No. P02-15; Applicant: The Land Run Group, LLC
9. Consider approval of a Preliminary Plat for Golden Acres Cottages II located on West MacArthur Street between Leo Street and Ellis Drive.  
Case No. S01-15; Applicant: The Land Run Group, LLC
10. Discussion, consideration and possible action to confirm agreement for legal services with the Love Law firm.
11. Discussion, consideration and possible action on an ordinance relating to Citizen Participation.
12. Acknowledge Sales Tax Report received February 2015.
13. New Business  

(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
14. Commissioners Comments
15. Discussion, consideration and possible action to go into Executive Session for discussion in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.
16. Consider matters discussed in Executive Session in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.
17. 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. b.**

**Meeting Date:** 02/17/2015

CC Minutes 2-2-2015

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Minutes from the February 2, 2015 regular meeting.

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Attachments

CC Minutes 2-2-2015

**BOARD OF CITY COMMISSIONERS PROCEEDINGS**  
**FEBRUARY 2, 2015 AT 6:30 P.M.**

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, February 2, 2015 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord

Mayor

Gary Vogel

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

Lesa Shaw

Commissioner Ward 5

Micheal Dykstra

Commissioner Ward 6

ABSENT: None

INVOCATION

Rev. Amy Busse

FLAG SALUTE

Led by Commissioner Dykstra

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the January 20, 2015 regular meeting and the January 23, 2015 special call meeting.
- b. Acknowledge the following minutes:
  - Shawnee Civic and Cultural Development Authority Minutes from the December 18, 2014 meeting.
- c. Partial release of public sewer easement and acceptance of new public sewer easement in Block W of the Armourdale Addition (4000 Block N Harrison St).

- d. Request authorization to advertise for bids for the Boy Scout Park Splash Pad site construction and for installation of selected water feature apparatus.
- e. Authorize purchase of selected water feature apparatus' and mechanical system direct from supplier and authorize budget amendment to Capital Fund 301 for said purchase.
- f. Authorize staff to sign agreement with Oklahoma Department of Emergency Management for subgrant of Emergency Management Performance Grant (EMPG) funds.
- g. Budget amendment – Capital Fund 302  
*To Repair Heating & Air Conditioning Unit at City Hall*
- h. Mayor’s Appointments:

Shawnee Urban Renewal Authority

Larry Gill                      Term to Expire 02/02/2018                      1<sup>st</sup> Full Term  
*Replaces Stephen Rice – Termed Out*

Wayne Jackson Reappointment Term to Expire 02/02/2018 1<sup>st</sup> Full Term

Mayor Mainord requested that Agenda Items Nos. 1(d and e) be pulled and made a separate item for consideration.

A motion was made by Commissioner Dykstra, seconded by Vice Mayor Harrod, to approve the Agenda Item Nos. 2(a-h), less items 2(d and e). Motion carried 7-0.

AYE: Dykstra, Harrod, Mainord, Hall, Shaw, Vogel, Agee  
NAY: None

AGENDA ITEM NO. 2:

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

Darrel White requested that left turn signals be installed at the intersection of Union and MacArthur in the north/south bound lanes. Staff gave him the telephone number to the secretary of the Traffic Commission.

- AGENDA ITEM NO. 1 (d and e):
- d. Request authorization to advertise for bids for the Boy Scout Park Splash Pad site construction and for installation of selected water feature apparatus.
  - e. Authorize purchase of selected water feature apparatus' and mechanical system direct from supplier and authorize budget amendment to Capital Fund 301 for said purchase.

Michelle Briggs, President of the Avedis Foundation, presented a check to the Mayor in the amount of \$203,293.75 to the City of Shawnee as a matching grant for the Boy Scout Park Splash Pad.

A motion was made by Commissioner Hall, seconded by Commissioner Vogel, to approve Agenda Item Nos. 1(d and e). Motion carried 7-0.

AYE: Hall, Vogel, Agee, Harrod, Mainord, Shaw, Dykstra  
NAY: None

- AGENDA ITEM NO. 3:
- Presentation by City Manager to Employee of the Month, Lisa Lasyone, City Clerk's office.

Lisa Lasyone was present to accept the Employee of the Month Certificate presented by Interim City Manager Justin Erickson.

- AGENDA ITEM NO. 4:
- Discussion concerning fire run fees, fire service area, mutual aid agreements and fire service outside city limits.

Staff requested that this item be deferred to the February 17, 2015 City Commission meeting.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to defer the item until the February 17, 2015 City Commission meeting. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 5: Consider Bids/Proposals:

- a. Proposals for City Manager Executive Search Firm CM-001-2015 (Award)

Human Resources Director Tammy Johnson announced that five proposals were received and after review and consideration it was City Manager Search Committee's recommendation to award the proposal to Affion Public, LLC of Camp Hill, Pennsylvania in the total amount of \$21,000.00.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to accept staff's recommendation and award the proposal to Affion Public, LLC in the total amount of \$21,000.00. Motion carried 6-1.

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

NAY: Shaw

AGENDA ITEM NO. 6: 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. 7: Commissioners Comments

Commissioner Shaw asked Police Chief Russell Frantz if he had any information on the families of the Oklahoma Highway Patrol officers that were involved in an accident on Saturday, January 31, 2015. Chief Frantz stated he did not have any information.

By power of the chair, there was a moment of silence held for the officers and their families.

Commissioner Shaw informed the Commission that she attended the State of the State Address held by Governor Mary Fallon. She stated that she is looking into initiatives that the state is trying to put into place. One of those being performance based budgeting. She will provide more information during the budget process.

Commissioner Agee asked staff what the lake levels were at the present time due to the ongoing drought. Utility Director Steve Nelms reported the lake levels at both the Shawnee Twin Lakes and Wes Watkins Lake. Commissioner Agee recommended that everyone start being conservative when using water.

Vice Mayor Harrod asked if the Visit Shawnee Inc. (VSI) contract was any closer to being completed. City Attorney Mary Ann Karns stated it will be on the next agenda.

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

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (7:13 p.m.)

AGENDA ITEM NO. 8: Discussion, consideration and possible action to go into Executive Session for discussion in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to enter into Executive Session for discussion in accordance with 25 O.S. §307B(3), purchase or appraisal of real property. Motion carried 7-0.

AYE: Harrod, Hall, Shaw, Dykstra, Vogel, Agee, Mainord  
NAY: None

COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT 7:13 P.M. WITH ALL MEMBERS PRESENT.

COMMISSIONERS RECONVENED FROM EXECUTIVE SESSION AT 7:48 P.M. WITH ALL MEMBERS PRESENT.



AGENDA ITEM NO. 9:

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

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to authorize staff to enter into negotiations to purchase real property in the amount discussed. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 10:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:49 p.m.)

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WES MAINORD, MAYOR

ATTEST:

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LISA LASYONE, DEPUTY CITY CLERK

**Regular Board of Commissioners**

**1. c.**

**Meeting Date:** 02/17/2015

Reports & Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for January 2015
  - Project Payment Report for January 2015
  - Planning Commission Minutes from the November 5, 2014 meeting.
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Attachments

License Rpt

Project Rpt

Planning Minutes 11-5-2014

\*\*\* FEE CODE TOTALS \*\*\*

FEE CODE	DESCRIPTION	FEE	PAYMENT DISTRIBUTION				TOTAL PAI
			PENALTY	TAX	INTEREST		
ALARM	BURGLAR/FIRE ALARM LICENSE	6	150.00CR				150.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	12	180.00CR				180.00
BEER2	BEER PACKAGE FEE	4	40.00CR				40.00
BOATREG	BOAT REGULAR PERMIT	15	390.00CR				390.00
DEMOL	DEMOLITION LICENSE FEE	2	150.00CR				150.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	4	400.00CR				400.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	8	600.00CR				600.00
EXT	EXTERMINATOR LICENSE FEE	6	150.00CR				150.00
FISHANNUAL	FISHING ANNUAL FEE	17	255.00CR				255.00
HUNT1	DOVES/QUAIL/SQUIIREL/RABBIT	2	16.00CR				16.00
HUNT2	MIGRATORY FOWL	7	56.00CR				56.00
IMERC	ITINERANT MERCHANT FEE	1	50.00CR				50.00
LAKE-OUT	LAKE LEASE NON RESIDENT	1	662.00CR				662.00
LAKEINSP	LAKE LEASE INSPECTION	1	75.00CR				75.00
LAKELEASE	LAKE LEASE	11	6,457.00CR				6,457.00
LAKEXFER	LAKE LEASE TRANFER FEE	1	1,000.00CR				1,000.00
MECH1	MECHANICAL CONTRACTOR INTIAL	4	400.00CR				400.00
MECH2	MECHANICAL CONTRACTOR RENEW	6	450.00CR				450.00
MIXER	MIXED BEVERAGE RENEWAL	2	1,800.00CR				1,800.00
PLUM1	PLUMBING CONTRACTOR INITIAL	3	300.00CR				300.00
PLUM2	PLUMBING CONTRACTOR RENEW	4	300.00CR				300.00
RESAL	RESIDENTIAL SALE	5	50.00CR				50.00
SIGN	SIGN HANGERS LICENSE FEE	2	150.00CR				150.00
STORM	STORM CELLAR LICENSE FEE	4	300.00CR				300.00
TAXID	TAXI DRIVER LICENSE FEE	1	50.00CR				50.00
TREE	TREE TRIMMING LICENSE FEE	5	125.00CR				125.00
TOTAL			14,556.00CR				14,556.00

\*\* SEGMENT CODE TOTALS \*\*

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	2,104.50CR
B2-ADD	BUILDING CONSTRUCTION ADD	88.50CR
B3-REMODEL	BUILDING CONSTRUCTION REM	9,435.01CR
B4-SHELTER	BUILDING SHELTER	118.00CR
B4-STORAGE	BUILDING STORAGE SHED	74.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	325.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	958.50CR
P3-REMODEL	PLUMBING REMODEL	441.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	150.00CR
X-DEMO	DEMOLITION PERMIT	50.00CR
X-PLATFIN	PLAT REVIEW FINAL	331.00CR
X-PLATREV	PLAT REVIEW PRELIM	231.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	34.50CR
Z-CONDUSE	CONDITIONAL USE PERMIT	280.00CR
Z-OCCUP	OCCUPANCY PERMIT	200.00CR
Z-PUD	PLANNED UNIT DEVELOPMENT	550.00CR
TOTAL		15,371.51CR

02/06/2015 8:00 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: 5  
PROJECTS: THRU ZZZZZZZZZZ  
PAYMENT DATES: 1/01/2015 TO 1/31/2015  
SORTED BY: PROJECT

\*\* GENERAL LEDGER DISTRIBUTION \*\*

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	228.00CR
001-4202	BUILDING PERMITS	11,753.01CR
001-4203	PLUMBING PERMITS	340.00CR
001-4204	ELECTRICAL PERMITS	280.00CR
001-4205	ZONING PERMITS & APPLICATIONS	1,392.00CR
001-4206	HEATING & A/C PERMITS	920.00CR
001-4249	OTHER PERMITS	280.00CR
001-4822	OTHER MISC. REVENUE	28.50CR
101-4249	OTHER PERMITS	150.00CR
799-1023	BANCFIRST GENERAL	15,371.51

## PLANNING COMMISSION MINUTES

DATE: NOVEMBER 5<sup>TH</sup>, 2014

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9<sup>th</sup> and Broadway, on Wednesday, November 5<sup>th</sup>, 2014 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:** Bergsten, Clinard, Kerbs, Silvia, Salter, Cowen, Kienzle

**Absent:**

The meeting was called to order.

**AGENDA ITEM NO. 2:**                      Consideration of Approval of the minutes from the  
September 3<sup>rd</sup>, 2014 Planning Commission Meeting

Chairman Silvia asked if the members had any adjustments they wanted to make or if they would like to entertain a motion. Commissioner Cowen made a motion to approve, seconded by Commissioner Kerbs to approve the September 3<sup>rd</sup>, 2014 minutes.

Motion passed:

**AYE:** Bergsten, Clinard, Kerbs, Silvia, Salter, Cowen, Kienzle

**NAY:**

**ABSTAIN:**

**AGENDA ITEM NO. 3:**                      Citizen's Participation

(A three minute limit per person)

(A twelve minute limit per topic)

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

**AGENDA ITEM NO. 4:**

Case #S11-14 -Consideration of approval of a Preliminary Plat for Woodsong located NE of Woodsong Garden, Shawnee, OK

Applicant: Austin Revocable Trust

Chairman Silvia asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Commissioners that this was Phase Three of the project and was previously rezoned in July. The previous two phases are the additions adjacent to the east and is currently single family residential with sixty-eight lots with two proposed phases. Justin Debruin described the two access points the applicant proposed and stated they were also in compliance with zoning and comprehensive plan requirements. Mr. Debruin informed the Commissioners that staff proposed the condition that a public roadway be constructed to connect Madison Avenue with Kellye Green Street but staff does recommend approval of the Preliminary Plat.

Chairman Silvia asked if the board had any questions for staff. Vice-Chairman Salter asked about the address under general information on page 1 of staff report. Mr. Debruin apologized for the typo and stated he would have that corrected. Chairman Silvia asked if there were any other questions for staff and proceeded to ask if this plat was staying with the original design of the previous builder. Justin Erickson stated it was pretty similar and added that there was additional land purchased so there was always a phase three that was contemplated. Mr. Erickson described that it was confusing with the development of Woodsong and Woodsong Garden with four plats. Chairman Silvia confirmed that this was part of the original plan just with the addition of phases. Chairman Silvia asked if there were any other questions. There were none and he moved to open the public portion.

Chairman Silvia asked if anyone against the item on the agenda would like to come forward. No one came forward and he closed that portion and opened for a representative or anyone in favor of the item on the agenda to come forward. Phil Hagle came forward with the company and stated he hoped for approval and would be happy to answer any questions the Commissioners may have. Chairman Silvia asked if the board had any questions. There were none and Chairman Silvia closed the public portion of the meeting.

Chairman Silvia asked if the Commissioners had any questions or if they would like to entertain a motion. Commissioner Bergsten made a motion to approve with the conditions set forth, seconded by Commissioner Clinard.

Motion carries:

AYE: Bergsten, Clinard, Kerbs, Silvia, Salter, Cowen,  
Kienzle

NAY:

ABSTAIN:

**AGENDA ITEM NO. 5:**

Case #S12-14 – Consideration of approval of a Final Plat for Deer Field Estates located in the 1400-1500 block of E. Bradley St., Shawnee, OK

Applicant: Kishwaukee Enterprises, LLC

Chairman Silvia asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Commissioners that the proposed Plat is roughly ten acres in size with nineteen proposed lots and the Preliminary Plat was approved in July. Justin Debruin also mentioned that there were no deviations from the zoning or comprehensive plan and further stated staff does recommend approval with four conditions, including that a four foot sidewalk be installed along Bradley Street prior to recording of the final plat.

Chairman Silvia asked if there were any questions for staff. Commissioner Kienzle asked how often it happens that the board receives material that doesn't include sidewalks at this stage. Justin Debruin stated that he didn't believe it normally became addressed until construction plans. Commissioner Kienzle asked if this was a complete application. Justin Erickson informed her that it was a complete application and that other information not included in the packets was reviewed by city engineer for approval. Chairman Silvia asked if there were any other questions for staff. There were none.

Chairman Silvia opened the public portion of the meeting and asked if anyone would like to come forward to speak against the item. No one came forward and Chairman Silvia asked for anyone to speak for the item to come forward. Kevin Caliss came forward and stated he was not for or against the item but lives on the back side of the proposed land and wanted to ask about having a stop sign installed at the intersection of Elm and Broadway street due to the high wildlife activity in the area. Chairman Silvia stated he would keep it in mind and speak to the traffic commission to let them know. Chairman Silvia asked if there was anyone else who would like to speak for this item. Jim Smith came forward as owner of the property and advised his engineer was not there but was available for any questions. Chairman Silvia asked if there were any questions for the applicant. There were none and Chairman Silvia closed the public portion of the meeting.

Chairman Silvia asked if there were any questions from the Board or if anyone would like to entertain a motion. Commissioner Kienzle made a motion to approve with conditions listed, seconded by Commissioner Bergsten.



Motion carries with staff conditions:

AYE: Bergsten, Clinard, Kerbs, Silvia, Salter, Cowen,  
Kienzle

NAY:

ABSTAIN:

**AGENDA ITEM NO. 6:**                      **Planning Director's Report**

Justin Erickson updated the Commissioners regarding the Stone Creek Subdivision that submitted a Final Plat in September and was later deferred because applicant filed a petition to de-annex from the city limits with the City Commission. The petition was heard at the meeting on Monday night and was denied. Mr. Erickson hopes that the Final Plat will come back for approval but stated he has not heard from the owners since the meeting. Justin Erickson informed Commissioners that the Shawnee Marketplace progress was going good and Aldi picked up their permits on Monday and will hopefully be open in 2015. Mr. Erickson also stated that Panda Express was very close to opening. Justin Erickson relayed that he would like to get a draft on the sub-division codes possibly in January due to the upcoming holidays. He informed the Commissioners that there were no items scheduled for the December meeting and he would look into the signage at Bradley and Elm Street to see if it's warranted there. Justin Erickson discussed the topic of bike signs and bike routes that have been addressed over the years have been made and the street department will begin installing them over the winter. Mr. Erickson concluded his report and informed the board that he would be happy to answer any questions. Commissioner Bergsten asked for a time frame on the completion of the Kickapoo Street project. Justin Erickson stated it appeared to be early spring or summer with the exception of delays due to weather conditions and also mentioned that the city had no authority over issuing fines to the contractor for work not being completed as scheduled. Commissioner Bergsten also asked if Panda Express considered installing the curb cut on their property. Mr. Erickson stated he would check into that and get back with him on it. Commissioner Kerbs asked if Streetscape would be in house supervised or ODOT supervised and Justin Erickson informed him it would be all in house. Commissioner Kienzle asked if there was a comprehensive map for public storm shelters in the city. Mr. Erickson stated that was a good question and that there was a state law that passed that did not hold property owners responsible for injury and most private businesses that come through do not incorporate storm shelters.

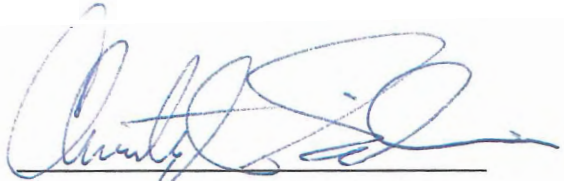
**AGENDA ITEM NO. 7:**                      **Commissioners Comments and/or New Business**

Chairman Silvia mentioned the topic of wildlife refuges in Shawnee and Justin Erickson added that flood plains are part of keeping some of that landscape and wildlife areas. Commissioner Kienzle discussed tax credits and host incentives for having areas of

land for new home owners. Chairman Silvia asked for consumers to help businesses affected by the road work on Kickapoo. Commissioner Clinard asked Commissioner Kerbs about the feelings on the trees in the Streetscape project. Commissioner Kerbs believes the overall consensus is in favor and ready for it to begin. Chairman Silvia and Justin Erickson discussed that bids would not be open until the beginning of 2015. Mr. Erickson also mentioned the signs installed for the businesses on Kickapoo that help point traffic flow could be utilized downtown as well to help accommodate those businesses. Justin Erickson explained the slow down on construction at the southern side of the Marketplace was due to the deadline for Hobby Lobby. Commissioner Bergsten asked when the stop light would be installed there. Mr. Erickson stated it would be around six weeks or so weather permitting.

**AGENDA ITEM NO. 8:                      Adjournment**

Meeting was adjourned.



Chairman/Vice Chairman

Cheyenne Lincoln  
Planning Commission Secretary

**Regular Board of Commissioners**

**1. d.**

**Meeting Date:** 02/17/2015

Expo Budget Amd

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Budget amendment – Capital Fund 301

*Project Funding for Heart of Oklahoma Exposition Center*

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Attachments

Expo Budget Memo

Expo Budget



February 10, 2015

To: Justin Erickson

From: Michael Jackson

Subject: Funding for Completion of Horse Stall Repair

The Shawnee Civic & Cultural Development Authority would like to request funding in the amount of \$50,000.00 for the purpose of continuing the repair of the dilapidated horse stall panels. Said request would go towards the 2015-2016 funding request reducing that amount from \$100,000.00 to \$50,000.00. This request is being made now in order for us to complete the stall repair before May 2015.

Thank You –

A handwritten signature in black ink, appearing to read "Michael Jackson".

Michael Jackson  
Operations Manager  
Heart of Oklahoma Expo Center



**Regular Board of Commissioners**

**1. e.**

**Meeting Date:** 02/17/2015

Red Cross Budget Amd

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Budget amendment – General Fund

*Red Cross Storm Shelter Grant*

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Attachments

Red Cross Budget



**Regular Board of Commissioners**

**1. f.**

**Meeting Date:** 02/17/2015

Boy Scout Park Restrooms

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Authorize staff to request bids for Boy Scout Park Restroom Project.

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Attachments

BSP Restrooms Memo

BSP Restrooms Financial



**Mayor**  
WES MAINORD



**The City of Shawnee**  
*Office of the Director of Operations*

P.O. Box 1448  
Shawnee, Oklahoma 74802-1448  
(405) 878-1529 Fax (405) 878-1593  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**Commissioners**  
GARY VOGEL  
LINDA AGEE  
JAMES HARROD  
KEITH HALL  
LESA SHAW  
MICHEAL DYKSTRA

**Date:** February 11, 2015  
**To:** Mayor and City Commissioners  
**From:** James Bryce, Director of Operations  
**RE:** Boy Scout Restroom Project

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**Nature of the Request:**

Request to go out for bid on the Boy Scout Restroom Project that is part of the splash pad grant from Avedis.

**Staff Analysis, Considerations:**

The current restroom facility at Boy Scout has been in place for many years and was used in conjunction with the wading pool that was removed about ten years ago. This current facility has no electric or lighting, no hand washing sinks, and is not ADA accessible. The new facility will include stainless steel urinals, toilets, and sinks with interior and exterior lighting and will sit in the same area that the old facility is at. This project has been need for a long time to accommodate the increased use of the park and will also accent the new splash pad.

**Recommendation:**

It is staff's recommendation to do this project which will create a better atmosphere for the park and comply with ADA regulations.

**Budget Consideration:**

Project is funded out of the Capital Outlay budget.  
Account # 301-5-0940-5420 509 0940-05 Boy Scout Splash Pad and Restroom Project  
\$406,587.50  
Project budget is attached.

## Financial Profile

### Cost Estimate and Sponsor's Matching Share

#### Cost Estimate

#### City of Shawnee Briscoe Boy Scout Park Splash Pad

Source of Funds	Grant Request	Cash Match	In-Kind Match	Donation Match	Totals
Avedis Foundation	\$ 203,293.75				\$203,293.75
Sponsor/Applicant		\$ 198,533.75	\$ 4,760.00		\$203,293.75
<b>Totals</b>	\$ 203,293.75	\$ 198,533.75	\$ 4,760.00		\$406,587.50

Use of Funds	Grant Request	Cash Match	In-Kind Match	Donation Match	Totals
I. Professional Services					
Design / Engineering	\$ 7,500.00	\$ 7,500.00			\$ 15,000.00
II. Park Construction					
Water/sewer/elec.	\$ 7,000.00	\$ 6,000.00			\$ 13,000.00
Sidewalks		\$ 10,000.00			\$ 10,000.00
Splash Pad Construction	\$ 131,293.75	\$ 117,333.75			\$248,627.50
Restroom Materials	\$ 50,000.00				\$ 50,000.00
Restroom Construction		\$ 50,000.00			\$ 50,000.00
Demolition and leveling			\$ 4,760.00		\$ 4,760.00
III. Other					
Signage		\$ 200.00			\$ 200.00
Contingency	\$ 7,500.00	\$ 7,500.00			\$ 7,500.00
<b>Totals</b>	\$ 203,293.75	\$ 198,533.75	\$ 4,760.00		\$406,587.50

The City has also filled out a grant through the Tobacco Settlement Trust Fund for \$110,000.00. If Shawnee was to receive this grant, it would go towards the matching funds from Avedis. The City should hear on this grant towards the end of February.

**Regular Board of Commissioners**

**1. g.**

**Meeting Date:** 02/17/2015

Lake Transfer Cline

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFER

- Lot 7 Belcher Tract, 15413 Nickens Road  
From: C. McQuitty and D. McQuitty  
To: D. Cline and T. Cline
- 

Attachments

Lake Lease Cline



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

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

<b>Date</b>	01-15-14	<b>License No. #026702</b>
<b>Type</b>	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer (Fee: \$1,000)
<b>Commission Meeting Date</b>	02-17-15	
<b>Property Address</b>	15413 NICKENS RD.	
<b>Lake Site Location</b>	LOT 7 BELCHER TRACT	
<b>Lease Dates</b>	02-17-15 – 02-17-2045	
<b>Lease Fee (changes annually)</b>	\$662.00	
<b>Inspection Fee</b>	\$75.00	Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Lessee (Transfer To)</b>		
<b>Name(s)</b>	DON & THANNA CLINE	
<b>Address</b>	SEE FILE	
<b>Phone</b>	SEE FILE	
<b>Current Lessee (Transfer From) <span style="float: right;">(if applicable)</span></b>		
<b>Name(s)</b>	CONNIE & DEAN MCQUITTY	
<b>Address</b>	SEE FILE	
<b>Phone</b>	SEE FILE	
<b>Inspection Information</b>		
<b>Inspection Required</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> (DUE 01-09-2018)
<b>DEQ Report on File</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Type of Septic System</b>	<input checked="" type="checkbox"/> Conventional	<input type="checkbox"/> Aerobic
<b>Last Inspected/Pumped</b>	01-09-2013	
<b>Misc. Comments</b>		
	<b>Total Charges Paid: \$1,662.00</b>	

**PLEASE READ CAREFULLY**

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

**CABIN SITE LEASE  
LEASE# 026702**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of February 17<sup>th</sup>, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DON CLINE  
of 1200 WINDSOR PLACE SHAWNEE OK 74804 ,  
THANNA CLINE  
of 1200 WINDSOR PL SHAWNEE OK 74804,  
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 662.00 dollars for 2015, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15413 NICKENS RD  
LOT 7 BELCHER TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

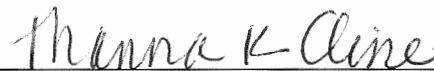
CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation,

BY: \_\_\_\_\_

MAYOR  
PARTY OF THE FIRST PART



\_\_\_\_\_  
PARTY OF THE SECOND PART



\_\_\_\_\_  
PARTY OF THE SECOND PART

ATTEST:

\_\_\_\_\_  
CITY CLERK



The City of Shawnee  
 PLANNING DEPARTMENT DIVISION  
 222 N Broadway Ave  
 Shawnee OK 74801-6918  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**LAKE AREA CABIN SITE LEASE INSPECTION REPORT**

Date 1/21/2015 LAKE LEASE  
 Inspection Type TRANSFER  
 Commission Date [REDACTED] License Number 026702  
 Property Address 15413 NICKENS RD  
 Lake Site Loc LOT 7 BELCHER TRACT  
 Lease Dates TO  
 Lease Fee \$662.00 Inspection Fee N/A

**Lessee Information:**

Lessee Name DON CLINE Co-Lessee Name THANNA CLINE  
 Mailing Address 1200 WINDSOR PLACE Mailing Address 1200 WINDSOR PLACE  
 SHAWNEE OK 74804 SHAWNEE OK 74804  
 Phone 405-396-8211 Phone 405-396-8211

**Transfer From Information:**

Lessee Name CONNIE MCQUITTY Co-Lessee Name DEAN MCQUITTY  
 Mailing Address 2008 N MINNESOTA AVE Mailing Address  
 SHAWNEE OK 74804  
 Phone 405-273-3030 Phone

**General Comments**

**City Inspection – To be Completed by City Inspector**

Lease Site : Good Working Order:  - Needs Corrective Action:  - Approved:

Structures – Cabin : Mobile Home:  - RV:  - Modern:  - Primitive:  - None:   
 & Accessory In Good Order:  - Needs corrective action:  - Approved:

Fish or Boat Docks : In Good Order:  - Needs corrective action:  - Approved:  - None:

Electrical : In Good Order:  - Needs corrective action:  - Approved:

Water System : Well:  - Cistern:  None:

Sewage System : DEQ on file? YES Type of System - Septic Tank: X Aerobic System:   
 Date Inspected/Pumped: 01/09/2013

Lease is : Approved:  - Disapproved:

Date Site Inspected : 2/10/15 by Janel Lewis

**OKLAHOMA STATE DEPARTMENT OF HEALTH  
ENVIRONMENTAL HEALTH SERVICES  
OKLAHOMA CITY, OKLAHOMA 73152**

New Installation  
 Existing Installation

Serial or Case Number  
 V.A.  
 F.H.A.  
 (Other)

**INDIVIDUAL SEWAGE DISPOSAL SYSTEM  
INSPECTION REPORT**

Name of Owner Glen Collins  
Property Address Shawnee Pottawatomie, Oklahoma  
Number \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_  
Legal Description lot 7 Belcher Tract to Shawnee Lake

Finding Location 1024 Lake Road, 1/2 mile approx. west, approx. 1/4 mile north  
(Blocks or miles from given point)

TYPE ESTABLISHMENT:  Living unit Bedrooms per unit \_\_\_\_\_  
 Other Cabin  
(Describe) Type \_\_\_\_\_ Estimated gallons of flow per day \_\_\_\_\_

SEPTIC TANK:  Precast  Poured in Place  12 Gauge Steel  Other \_\_\_\_\_  
Location: Distance from well 100 ft. Foundation 40 ft. approx Lot line \_\_\_\_\_ ft. Waterline \_\_\_\_\_ ft.  
Design:  Circular Diameter 48 ft. Liquid depth 48 ft. Liquid capacity 1000 gal.  
 Rectangular Length \_\_\_\_\_ ft. Width \_\_\_\_\_ ft. Liquid depth \_\_\_\_\_ ft. Capacity \_\_\_\_\_ gal.  
Cover thickness 5 in.  Cover removable  Manhole  
Baffles:  Vertical tee fittings  Slab type baffles  Concrete  Treated lumber  
 Outlet baffle acceptable depth below liquid level (12 inch minimum)

TILE ABSORPTION FIELD:  
Percolation Test Results: Number minutes 515 per one inch drop. Date Sept. 14, 1984  
Performed by Roy Nikkui Title R.P.S.

Type soil:  Loam  Sandy loam  Clay  Sandy clay  Coarse sand or gravel  Hard pan  Rock  
 Distribution box  Retention Box  Tees, crosses and Ells  
Absorption field distance from: Well 100 ft. Foundation 50 ft. Lot Lines \_\_\_\_\_ ft. Waterline \_\_\_\_\_ ft.  
Number of absorption lines 3 Total length of Absorption Line 300 ft.  
Trench width 24 in. Depth of Absorption Line from finished grade 30 in.  
Filter material:  Gravel (1/2 inch min.)  Broken stone (1/2 inch min.)  Other  
Depth filter material under tile 3 in. Depth over tile 3 in.

Shawnee State

RESIDENTIAL LAGOON:  
Location: Property line \_\_\_\_\_ ft. Well \_\_\_\_\_ ft. Waterline \_\_\_\_\_ ft. Buildings \_\_\_\_\_ ft.  
Dikes: Top width \_\_\_\_\_ ft. Depth \_\_\_\_\_ ft. Slope: \_\_\_\_\_ ft. vertical \_\_\_\_\_ ft. horizontal  
Inside bottom dimensions \_\_\_\_\_ ft. by \_\_\_\_\_ ft. Approved fence \_\_\_\_\_  
Surface drainage excluded \_\_\_\_\_ Dikes sodded \_\_\_\_\_ Approved inlet \_\_\_\_\_  
Other secondary treatment \_\_\_\_\_  
Describe \_\_\_\_\_

NOTE: Sketch layout of system on reverse side of this form. Installed by \_\_\_\_\_

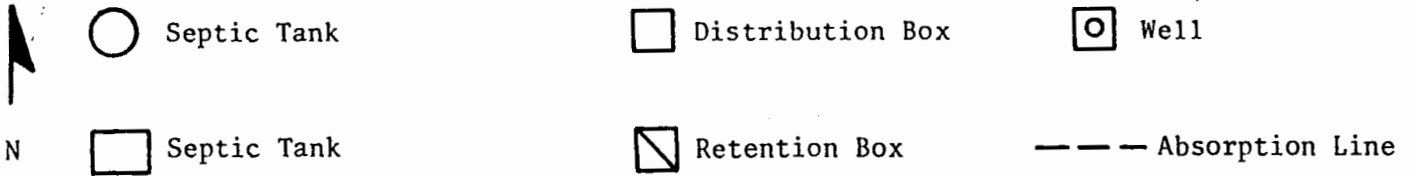
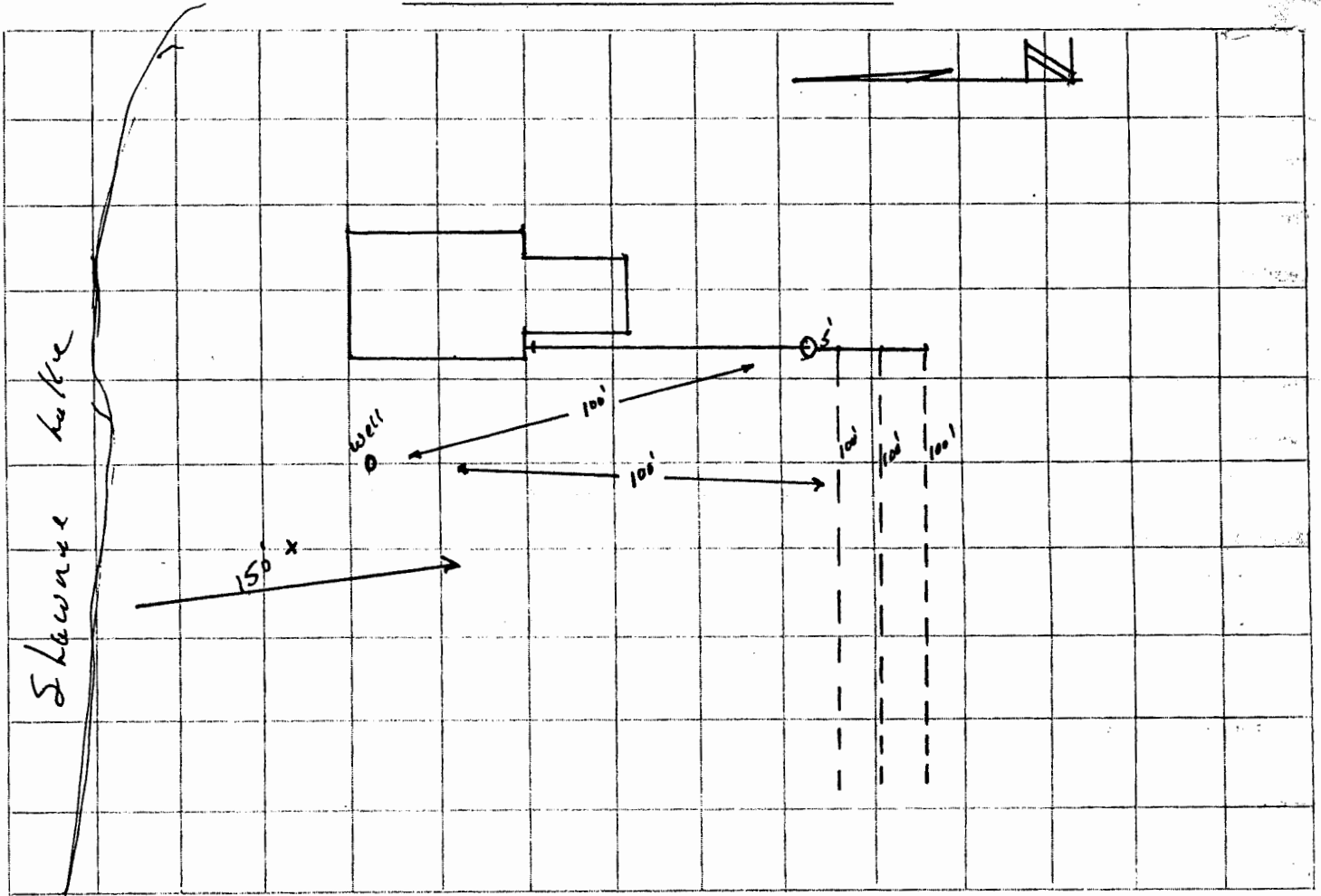
REMARKS: \_\_\_\_\_

INSPECTION MADE BY:  
This on-site sewage disposal system  
has been constructed in compliance with the requirements of  
(has) (has not) the State Board of Health.

SIGNED: Roy Nikkui  
TITLE OF OFFICIAL R.P.S.

Date of Inspection Sept. 14 19 84

SKETCH LAYOUT OF SYSTEM

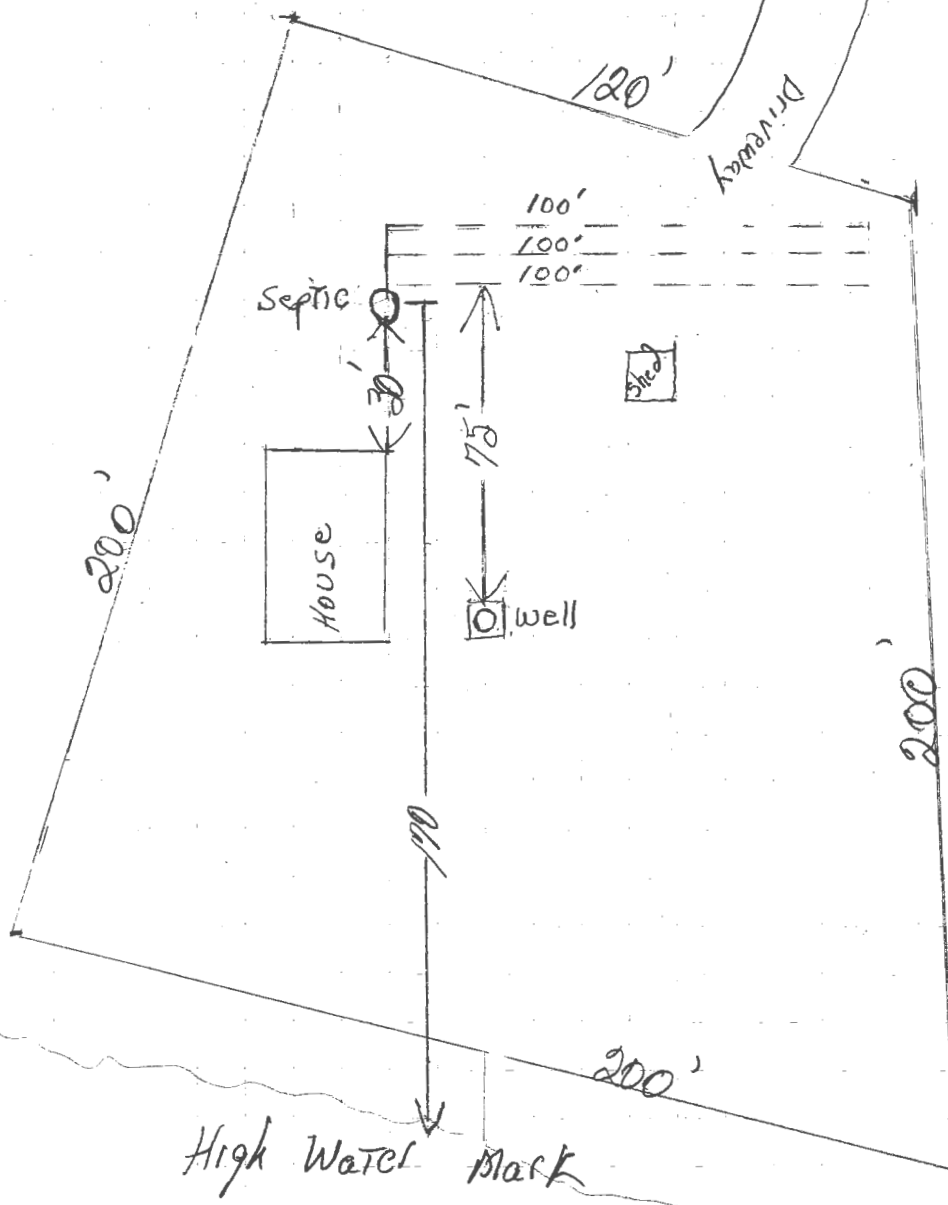


TO THE HOME OWNER

A septic tank and an absorption field installation meeting State Department of Health minimum standards does not guarantee that the system will operate trouble free indefinitely. Extended periods of heavy rainfall and high land population density will adversely affect the capability of the soil to absorb wastewater. Most failures occur in the absorption field due to excessive water use by the occupants. Conservation of water is most important to prevent sewage system failure.

LOT 7  
Belcher Tract

NICKENS



received  
3/17/08



# DOC'S



## SEPTIC TANK CLEANING

(405) 275-7878

P.O. Box 1463 • SHAWNEE, OK 74802

CUSTOMER'S ORDER NO.		PHONE		DATE			
				9-9-13			
NAME							
ADDRESS							
15413 Nickens Rd Shawnee lot #34 lot 7 Belcher							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RET'D.	PAID OUT	
QTY.	DESCRIPTION				PRICE	AMOUNT	
	pump septic tank					165.00	
paid ck # 2896							
RECEIVED BY						TAX	
						TOTAL	165.00

DEMCO

All claims and returned goods MUST be accompanied by this bill.

Thank You

**Regular Board of Commissioners**

**3.**

**Meeting Date:** 02/17/2015

Chidrens Theatre

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Presentation by Creative Magic Children's Theatre.

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Attachments

Chidrens Theatre



*Spring 2015  
to the Future!*

***Creative Magic Productions***  
Jeff and Valarie Hames



401 N. Bell  
Shawnee, OK 74801  
(405)740-9251

In the fall of 2012, Creative Magic Productions was established as an after school and weekend enrichment program for Shawnee area children. From the beginning, it has been our mission to enrich the lives of young people by offering educational opportunities in the performing arts. These generate self confidence, inspire positive self-expression, develop skills in team work, and create experiences to appreciate for a lifetime. One of the goals of Creative Magic is to encourage community involvement through quality theatrical productions for children, teens, and families.

After seven wonderful shows, we found that the number of children and families interested in being a part of Creative Magic was outgrowing our current facility, The Historic Ritz Theatre. Our continued hope to produce quality children's productions for Shawnee and desire to stay in the downtown area was renewed at the well known and historic Municipal Auditorium or "Muni". In partnership with the Shawnee Senior Center, it is the goal of Creative Magic during the "Hands across Time" campaign, to bring new performance life into the wonderful stage facility available to our community at the Municipal Auditorium. Part of this campaign is to restore curtains and improve the lighting and sound capabilities in order to bring back the luster that was once seen in this jewel of Shawnee. It is our hope that the Shawnee Municipal Auditorium will once again become a sought after performance venue for our community.

In addition, and at no cost to the city, we are able to contribute a part of the proceeds from each show and all of the concession sales to the beloved Shawnee Senior Center. For each young performer that becomes a member of our productions, there are at least 50 people affected in a positive manner in Shawnee and surrounding communities. Our current show includes 46 child actors who come from Shawnee schools, surrounding towns, and home schools. This means anyone who helps sponsor our production will show a great interest in supporting the children, seniors, and families in our great community and surrounding areas.

We are currently promoting our production of Disney's "Beauty And The Beast, Jr"! This show is exclusively cast with children 18 and younger. The show dates are March 26th 7:30, March 27th 7:30, March 28th 7:30, Sunday, March 29th 3:00, April 2nd 7:30, and finally Saturday, April 4th at 3:00 & 7:30.

**Thank you for supporting children's theatre!**

**Jeff & Valarie Hames**  
Co-founders of *Creative Magic Productions*



*Creative Magic Productions*  
*in partnership with*  
*The Shawnee Senior Center*  
*Presents*

Disney's  
**BEAUTY**  
*AND THE*  
**BEAST** Jr.

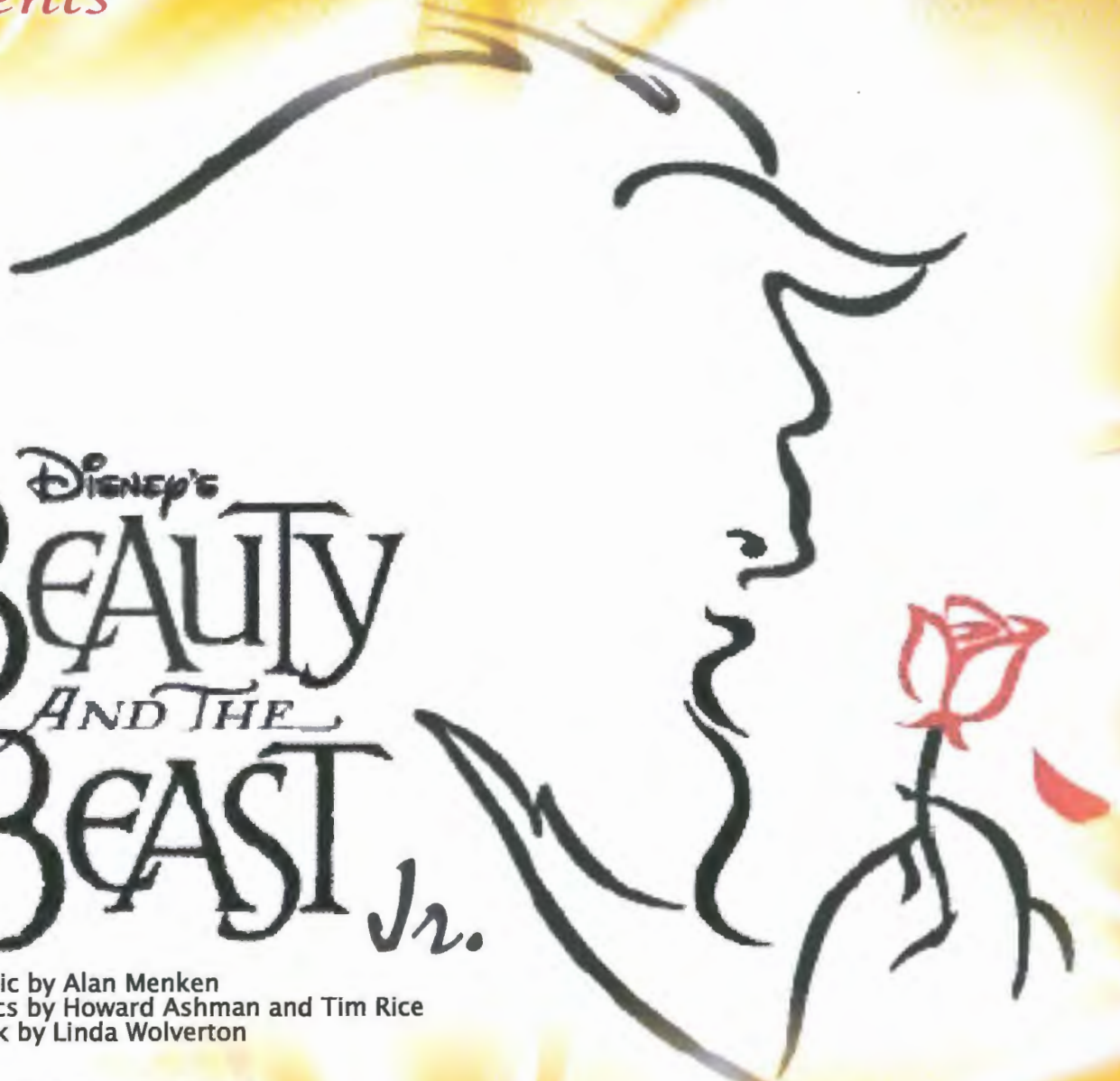
Music by Alan Menken  
Lyrics by Howard Ashman and Tim Rice  
Book by Linda Wolverton

*March 26, 27, 28 at 7:30 PM*  
*March 29 at 3:00 PM*

*Special "Princess Show"*  
*April 2 at 7:30 PM*  
*April 4 at 3:00 PM and 7:30PM*

*Adults \$10.00 Children and Seniors \$8.00*  
*for tickets call (405)740-9251*

**Shawnee Municipal Auditorium**  
**401 North Bell**  
**Shawnee, OK**



**Regular Board of Commissioners**

**4.**

**Meeting Date:** 02/17/2015

Audit Presentation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Presentation of Audited Financial Statements for the City of Shawnee and Related Authorities for the Fiscal Year 2013-2014.

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**Regular Board of Commissioners**

**5.**

**Meeting Date:** 02/17/2015

Fire Run Presentation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Discussion concerning fire run fees, fire service area, mutual aid agreements and fire service outside city limits.

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Attachments

Fire Run Memo

# CITY OF SHAWNEE

## FIRE DEPARTMENT



### ADMINISTRATION

Dru Tischer, Interim Fire Chief  
405-878-1538

16 West Ninth  
Shawnee, Oklahoma 74802  
405-878-1556 • Fax 405-878-1618

---

DATE: February 10, 2015  
TO: Mayor, Vice Mayor, City Commissioners  
FROM: Dru Tischer, Interim Fire Chief  
SUBJECT: Fire Run Fees, Fire Service Area, Mutual Aid Agreements & Fire Service Outside the City Limits (Discussion Agenda Item for Feb 17, 2015 Meeting)

The following is a brief summary of our current status and procedures for the items to be discussed:

#### Fire Run Fees:

Currently, our department charges for fire incidents (structure, grass, etc) that take place inside our response area but outside the city limits of Shawnee. The current rate of charge is \$100.00 per hour per apparatus. We provide information on billable incidents to the Finance Department on a monthly basis. In 2014, we responded to 4,993 total emergency incidents (523 of these were outside the city limits but inside response area). Of those responses, 190 were billable fire incidents for a total of 201.40 billable hours.

I have recently spoken with departments around the state including Ada, Yukon, Duncan, Ardmore, Bartlesville, Enid & Stillwater. The protocols of these individual cities vary from no charge for response outside their city limits to \$500.00 per hour per apparatus. Of the cities that do charge, our hourly rate was the lowest.

Our department does receive a portion of the county sales tax that is dedicated for fire departments which currently amounts to roughly \$45,000 annually.

#### Fire Service Area:

Our fire response area is roughly 116 sq. miles including the city limits of Shawnee and encompassing an additional estimated 71 sq. miles surrounding the city (as shown by the red dotted line on the map attached to this memo). This roughly 116 sq. mile response area does not include the areas for which we provide mutual and/or automatic aid to surrounding communities.

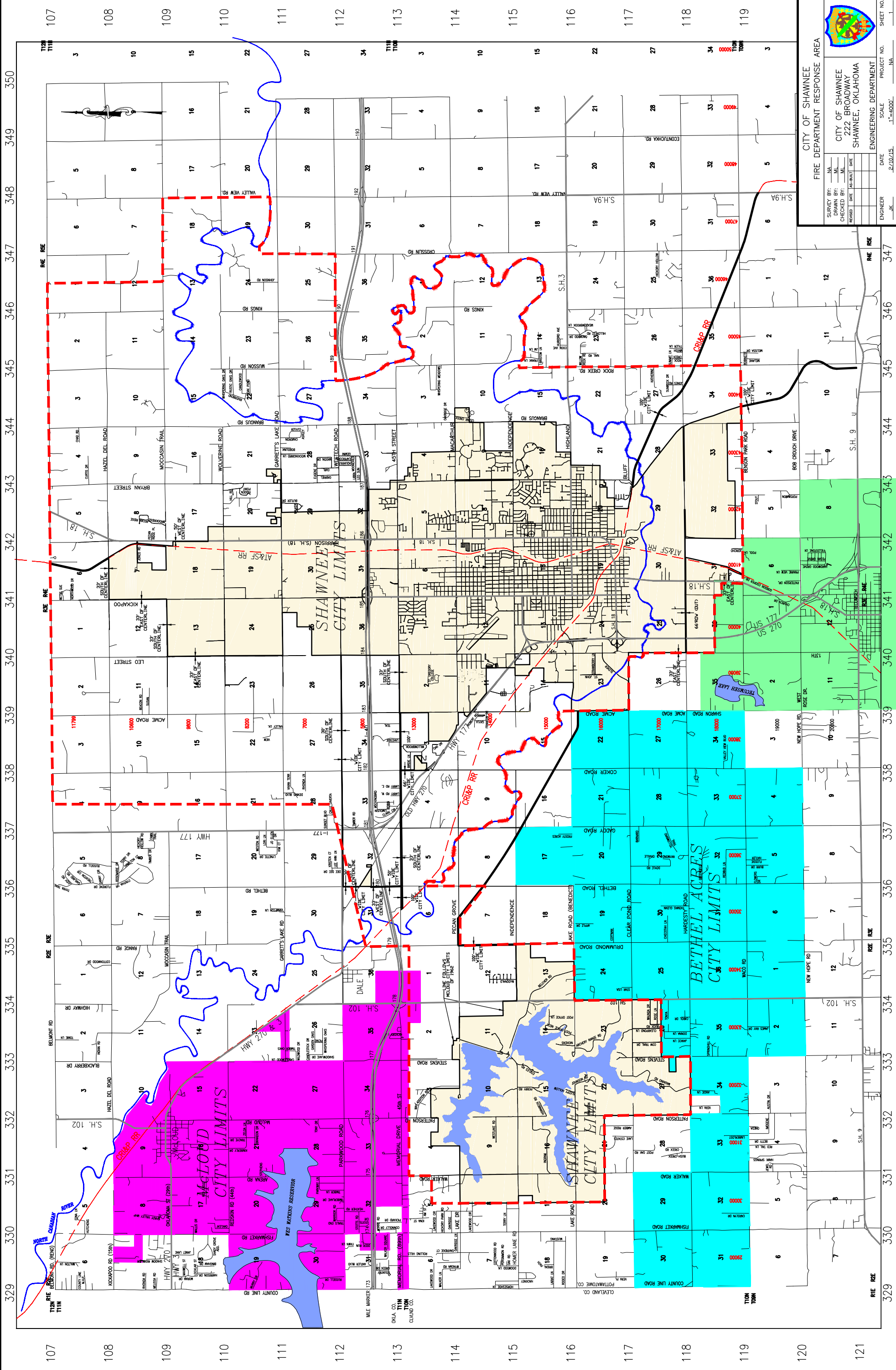
#### Mutual Aid Agreements:

We have mutual aid agreements with all county fire departments. We also have an automatic aid agreement with Bethel that allows for automatic response from both departments for

certain incident types during certain times of the day. We do not charge for mutual or automatic aid responses. In 2014, we provided mutual or automatic aid on 85 incidents and received automatic or mutual aid 28 times.

Response Times:

One issue I wanted to bring to your attention is the disparity between our response times in the “interior” city limits and the roughly 11 sq miles of city limit property in the lake area. Over the past 5 years, our average response time to all incidents within the “interior” city limits is 03:55. During that same time, our average response time to incidents on city limit property at the lake area is 11:59. While calls in the lake area city limits amount to roughly 2% of all calls on average, the amount of fire loss in this area is much greater because of the head start the fire has on our crews while they are responding. Further, crews that are responding to incidents in this area are effectively out of service for response within the “interior” city limits due to the remote location. It is my hope to begin exploring the possibility of adding a Shawnee Fire Department station in the lake area in the near future. An increase in department personnel would be required to effectively staff an additional station.



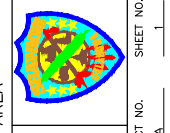
**CITY OF SHAWNEE**  
**FIRE DEPARTMENT RESPONSE AREA**

SURVEY BY: NA  
 DRAWN BY: ML  
 CHECKED BY: ML  
 REVISION DATE: 04-20-11

CITY OF SHAWNEE  
 222 BROADWAY  
 SHAWNEE, OKLAHOMA

ENGINEER: \_\_\_\_\_  
 DATE: 2/10/15  
 SCALE: 1"=4000'

PROJECT NO. \_\_\_\_\_  
 SHEET NO. \_\_\_\_\_



**Regular Board of Commissioners**

**6.**

**Meeting Date:** 02/17/2015

OMRF Davis

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan and refund of contributions from the Defined Contribution Plan for Loyd Davis, Jr.

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**Regular Board of Commissioners**

**7.**

**Meeting Date:** 02/17/2015

VSI Contract

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Discussion, consideration and possible action of Visit Shawnee Incorporated (VSI) contract.

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Attachments

VSI Contract





## City of Shawnee

16 W. 9<sup>th</sup> Street

Shawnee, OK 74801

[www.ShawneeOK.org](http://www.ShawneeOK.org)

### MEMORANDUM

AGENDA: February 17, 2015

TO: Shawnee City Commission

FROM: Justin Erickson, Interim City Manager

RE: Contract with Visit Shawnee, Inc.

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### SUMMARY

In 2012, the City Commission and the Chamber of Commerce had a disagreement about the operation of the Convention and Visitors Bureau (CVB). The Commission, concerned about the use of Tourism Funds to acquire a tract of land north of I-40, and further concerned about provisions of its contract with the Chamber, notified the Chamber it was canceling the contract and would contract instead with a new entity.

The Chamber then filed suit against the City, alleging the City did not have the right to cancel the contract mid-year. Judge Farrell-Ashwood granted a restraining order so that the City could not cancel the contract. After that, while the suit was still pending, the Chamber and the City entered into a new contract that provided more accountability from the Chamber/CVB and clarified the responsibilities of all three parties (Chamber, the Tourism Advisory Committee, and the City).

In 2013, the City and Chamber/CVB contracted with Bill Geist (Zeitgeist Consulting), a national expert on tourism, to conduct an organizational analysis and review operations and structure (report attached). His recommendation was that a new entity be formed, independent of both the City and the Chamber. He also recommended that the parties have a contract that had specific provisions, and that the parties put into place a contract that was “exceptionally clear.” He suggested contract language that came from the City/Chamber contract in effect at the time along with some other recommendations (see pages 15-17 of the report).

The new group that was formed is Visit Shawnee, Inc. (VSI) and they have established their by-laws and have had their first board of directors approved by the City. They have been meeting on a regular basis and the Mayor, City Manager and EXPO Manager are all on the board.

At about the same time, VSI prepared a contract and sent it to the City for review and approval by the Commission and staff prepared a contract and sent it to the legal representative for VSI. The contract

prepared by the City is virtually identical to the existing contract between the City and the Chamber, except that it removes all references to the Tourism Advisory Committee. In Staff's opinion, the VSI proposal does not fully address the recommendations from Bill Geist, nor does it contain the same oversight and reporting requirements of the current Chamber/CVB contract.

The VSI Executive Committee has rejected the City's proposed contract. It is their position that the City's proposal is too restrictive on their Board.

Randy Gilbert (chair of VSI Board), Matt Griffith (attorney for VSI), Mayor Mainord, Mary Ann Karns and I met on January 28. After some discussion between Mary Ann and Mr. Griffith, some provisions of the VSI proposal were modified so that Mary Ann was able to agree to the contract as to form and legality, reserving the issue of other terms and content to the City Commission. Attached for your review are copies of the City's proposed contract and the one submitted by VSI. The City Attorney has highlighted the portions of the City's proposal that do not appear in the VSI proposal. She has also provided a summary, which is also attached.

The City's contract with the Chamber runs through June 30. The executive director for the CVB has taken other employment, so that position is vacant. The Chamber, with input from VSI, has advertised for the position. It is anticipated that VSI will make the selection if it has the contract, or will work closely with the Chamber to fill the position should the VSI contract not be in place.

Staff has identified several options for the Commission:

1. Accept VSI proposal and finalize that contract;
2. Attempt further negotiations with VSI with the goal of adding accountability and reporting standards;
3. Accept VSI Board resignations (should they occur) and appoint a new board;
4. Renew contract with Chamber, if Chamber is willing;
5. Bring operations in-house, either as a city department or as an authority similar to the Airport Authority;
6. Contract with some other entity, whether existing or newly formed.

## **RECOMMENDATION**

The City and the Chamber have spent considerable time and resources towards finding a way forward with respect to tourism in the community. The VSI Board is a committed group of professionals who have also volunteered substantial time to this endeavor. It would be regrettable after all this progress to not move forward with the set of recommendations prepared by Zeitgeist Consulting.

Staff recommends Option #2, with the hope that the provisions currently in place under the existing City/Chamber contract and the formal recommendations of Zeitgeist Consulting be incorporated into a revised draft that can be presented for approval by both parties.

### Attachments

- Zeitgeist Report
- City Proposal
- VSI Proposal
- City Attorney summary

# RECOMMENDATIONS FOR THE ORGANIZATIONAL LAUNCH OF VISIT SHAWNEE, INC.

February 2014



[ZeitgeistConculting.com](http://ZeitgeistConculting.com)

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# SITUATIONAL ANALYSIS

Since 1992, the Shawnee Convention and Visitors Bureau (CVB) has been the City's official Destination Marketing Organization (DMO). During this time, the CVB has been a division of the Greater Shawnee Chamber of Commerce under a contract with the City to provide destination marketing services.

As part of its 2013 budget renewal contract, the City required the CVB to engage an outside consultant to review and analyze the operations of the Bureau. Of special interest to the City was an analysis of whether the Bureau's organizational structure as a division of a parent nonprofit organization was producing the highest possible return on investment.

During the summer of 2013, Zeitgeist Consulting was engaged to perform an organizational analysis of the CVB. In our initial report, we pointed out that there are three primary organizational structures presently in use by Destination Marketing Organizations across the country... and, depending on the community and its unique needs and expectations, successful DMOs can be found in all three structural formats.

In the case of Shawnee, Zeitgeist encouraged the City to spin its destination marketing off into an independent, 501(c)(6) nonprofit corporation. The Chamber of Commerce concurred with this recommendation and offered its assistance to the City to realize this transition during the first half of 2014.

Given its past experience and understanding of the Shawnee community, Zeitgeist Consulting was retained by the Chamber of Commerce to assist in guiding the process towards a new governance model for the area's new Destination Marketing organization, to be called Visit Shawnee, Inc.

On the following pages, we offer our recommendations for next steps in the evolution of the city's new DMO. Thanks again for allowing us to be of service.

Bill Geist  
Zeitgeist Consulting  
February 20, 2014

# ORGANIZATIONAL STRUCTURE

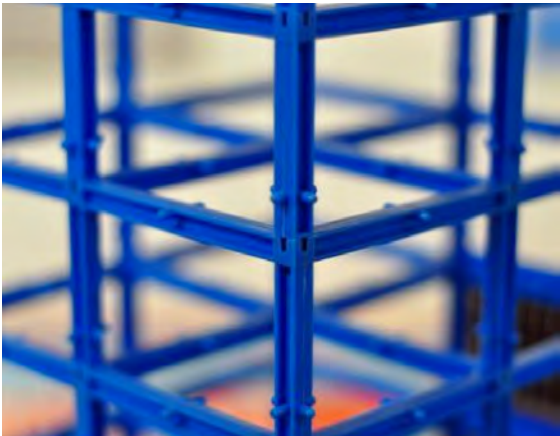
The creation of a 501(c)(6) independent, non-profit association is a fairly straightforward process. Working through the office of the Oklahoma Secretary of State and the Internal Revenue Service, any organization can apply for 501(c)(6) status. And, the process has been already been initiated by the Shawnee Chamber of Commerce on behalf of the future **“Visit Shawnee, Inc.”**

The name Visit Shawnee, Inc. was selected for a number of reasons:

- Though previously used by the Destination Marketing division of the Chamber of Commerce, the traditional moniker of “Convention & Visitors Bureau” (CVB) is rarely understood and appreciated by anyone outside of the meetings and conventions field.
- While other “action” words are being utilized by some DMOs across the country (such as “Experience Columbus” and “Discover Klamath”), “Visit” is the most common of the new generation of DMO names. Indeed, the former Tulsa CVB recently changed its name to “Visit Tulsa.”
- And, as a community’s web presence and internet strategy are increasingly crucial in the highly competitive world of destination marketing, matching the corporate identity to a URL is priceless. That the Chamber had secured VisitShawnee.com years ago makes such a corporate name choice even more compelling.

An independent, non-profit association, Visit Shawnee will have its own Board, Bylaws and Budget. It will no longer answer to the Tourism Advisory Committee, as that committee acted under the auspices of the Greater Shawnee Chamber of Commerce. Visit Shawnee will also no longer answer to the Chamber Board, as it will be its own freestanding corporation.

This does not mean, however, that Visit Shawnee answers to no one. While organizationally autonomous, Visit Shawnee will have a direct responsibility to those governments, agencies and businesses that invest in its program of work. Indeed, the contract with the City, under which Visit Shawnee will operate, will outline a number of expected outcomes, each of which the board and professional staff would be wise to address.



## VISION & MISSION

Past the legal requirements for establishing a DMO, the organization must have a Vision and a Mission to be successful. Without such, the organization will likely meander through its early existence and be easily maneuvered by special interests that are looking for grant funds or inappropriate marketing assistance.

While the Board of Directors will need to validate and approve the organization's Vision and Mission, we've taken the liberty to jump start the process and suggest what a "starter" set of Vision and Mission Statements might look like.

### **VISION**

To establish Shawnee as a preferred destination for business travel, meetings and conferences, sports tournaments and leisure visitors, enhancing the community's economy and Quality of Life.

### **MISSION**

Visit Shawnee will aggressively market the community's assets and advocate for destination enhancing development in order to increase visitor spending and, thus, the city's Quality of Life.



# BOARD DESIGN & COMPOSITION

When you strip the mission of a DMO down to its most basic role, it's about the creation of economic impact and wealth. All social, governmental and quality of life advantages flow from the enhancement of the economy and non-resident generated taxes. Thus, the first consideration should be the creation of a governing Board that represents the business community.

Note that we did not say the "hospitality" or the "tourism" industry. While it may, on the surface, seem like those closest to the DMO's target customer would have the best ideas for directing the affairs of the agency, those closest to the industry often tend to have a short-term view of the world. And, as the best Boards possess long-range, strategic visions, a diverse mix of individuals makes for the best governance.

Destination Marketing Association International's 2007 survey of its members indicated that the average size of a DMO Board is 20 members. However, the average size of a DMO Board when the annual budget is less than \$2 million is closer to 15 members.

Governance guru John Carver believes the optimum size for a Board of Directors is nine...but we believe that the reach of a DMO into virtually every facet of a community is significantly broader than most non-profit associations that are focused on a very distinct niche. Thus, we suggest that a DMO Board is, as the Wizard would say, "a horse of a different color," requiring a more inclusionary representation of community leaders.

And, when we say community leaders, we mean just that. A DMO Board is at its most effective when it is populated by people with influence...not people with marketing talent. Those with marketing talent belong on DMO Committees, advising the Organization's professional staff.

The Board needs to be comprised of individuals that can make things happen. From Organizational strength and funding to advocating for Destination Development, a DMO Board must be comprised of community leaders that are well connected and influential. And that means, for the most part, owners and senior management.





We recommend the following 15-member structure for the Visit Shawnee Board composition:

2 Hotel GMs / Owners

1 Restaurant Owner / GM

1 Retail Owner / GM

1 Arts/Cultural Leader

1 Financial Industry President / VP (*Banker preferred*)

1 "Big Business" or Developer (Owner or President)

1 Education / Medical

1 Appointment from the City (*elected official preferred*)

1 Appointment from the Chamber of Commerce

1 Appointment from the Tribe

4 At-Large (*to satisfy geographic, gender, ethnic, age, handicapped and other critical diversity criteria*)

We recommend the appointment of the first Board of Directors be a collaborative process with the City and the Chamber, each submitting nominations for approval by the Board.

To get the legal paperwork going, four individuals were identified by small work group of the City and the Chamber of Commerce to be listed as "founding incorporators" of the non-profit corporation. Upon recognition as a non-profit corporation by the Oklahoma Secretary of State, the initial incorporators should "invite" the pre-selected set of community leaders identified to serve as the Board of Directors. This initial full Board of Directors should be confirmed by the City Council prior to being officially seated and a contract finalized.

Future iterations of the Visit Shawnee Board of Directors should be managed through its Board Development Committee's recommendations of community leaders to replace departing members. This self-selection process often results in a higher level of commitment than appointed Boards.

Term Limits are recommended for all Board members to encourage both a regular refreshing of ideas as well as an opportunity for a broader cross-section of the community's leadership to become involved in the organization. We recommend terms be limited to three years, with the opportunity for members to serve six years.

Such a format provides for a first-year "learning-the-ropes" stage and two years of Board productivity. At the end of three years, some will feel they have contributed what they could and will not seek another term. Most will be energized by their first three years and ask to stay on for three more. And,

regardless of whether the organization elects a one-year or two-year Chairmanship, the two three-year term format allows every member time to make a run at a leadership position, if they so desire.

In some small-population destinations, the talent pool is somewhat limited. If Visit Shawnee believes this to be the case, it might be better served with longer term limits. But, research indicates that anything over nine years results in Boards that are less productive, less innovative and increasingly fail to apply objective thought to opportunities and challenges.

Should Visit Shawnee elect to adopt the three year term format, its initial Board should serve staggered terms in order to provide for future continuity. One third of the Board should agree to serve an initial one-year term with an option for a second three-year term. Another third of the Board should agree to serve an initial two-year term with an option for a second three-year term. The final third of the Board will serve a three-year term, with an option for a second three-year term. Whether this determination is achieved through volunteerism or drawing straws, it will assure that there is never a situation in which more than half the members exit the Board in any one year.

When the Board of Directors assumes governance control over Visit Shawnee, the Chamber's Tourism Advisory Committee will no longer have any authority over the affairs of the Organization. While we would certainly expect that some members from the TAC would be appointed to the new Board (and others selected to possibly serve on future advisory committees), simply porting the TAC over to become the new Visit Shawnee Board would be, in our eyes, problematic. The TAC has served the community well. However, the new organization requires new blood, new ideas and a fresh start in the eyes of the community for it to be allowed to succeed.

Within the first few months of Visit Shawnee's existence, it should stage a celebratory event to recognize the contributions of the Tourism Advisory Committee.

# STAFFING RECOMMENDATIONS

Any Organizational Chart for any DMO will be dependent upon the budget of the Organization. However, we believe that the program of work (and its estimated impact) should power the discussion of how big a DMO's budget should be.

Clearly, a Destination Marketing Organization needs an Executive Director...and that individual will require some level of support staff. That's a given.

What comes next requires a prioritization of the markets that hold the greatest Return-on-Investment for the city. In our discussions with area stakeholders, the primary opportunity appears to be luring events that can utilize the Heart of Oklahoma Exposition Center.

Thus, at its most basic, Visit Shawnee should be configured in the following manner:

- 1 Executive Director**
- 1 Administrative Assistant / Marketing Assistant**
- 1 Group Sales & Services professional**

In this most basic of start-up configurations, the DMO should engage an adept Destination Marketing/Sales professional to lead the organization and an assistant that can staff the office when the Executive Director is meeting with local stakeholders or on the road selling the destination. If possible, the Administrative Assistant should also have some experience in marketing and communications so that s/he could assist in preparing sales and marketing communiques as well as manage the DMO's Social Media presence.

An accomplished sales professional should be the third addition to the organization's staff. This individual would also handle group servicing until the budget grows to a level that a dedicated services professional can be added to staff.

Such a configuration should be viewed as merely a start-up solution. Indeed, if Shawnee is serious about maximizing its opportunities in the tourism, convention and sports space, it will need to set a future budget goal of at least \$750,000 in public and private revenue to insure that the City can be competitive with other destinations with which it contends.



If the Visit Shawnee budget approaches \$750,000, we offer the following recommended Staff configuration:

- 1 Executive Director**
- 1 Marketing Director**
- 1 Events & Sports Sales Manager**
- 1 Events & Sports Services Manager**
- 1 Administrative Assistant / Marketing Assistant**

Regardless of the budget size or the corresponding configuration recommended, the final decision on staffing should be made by the Executive Director of Visit Shawnee. As the Executive Director will be responsible for achieving the goals and mission of the organization, if s/he is saddled with a staffing configuration that inhibits the achievement of these goals, the Visit Shawnee Board will have reduced its chances for success.

Thus, the process for staffing Visit Shawnee should look like this:

- 1) Visit Shawnee, Inc. is recognized as a corporation by the State of Oklahoma (completed)
- 2) Visit Shawnee Board seated (in progress)
- 3) Agreement between Visit Shawnee and the City of Shawnee on the initial investment strategy for the DMO
- 4) Visit Shawnee Board to initiate Search for a Executive Director (or move forward more rapidly by engaging the current Director of the Shawnee CVB to the post)
- 5) Visit Shawnee Board selects and contracts with its Executive Director
- 6) Executive Director begins search for staff

While there may come a time when Visit Shawnee will decide it is in its best interest to locate its offices elsewhere in the destination, it is recommended that the new organization accept the lease offer from the Chamber of Commerce for the short-term. We understand the apprehension from some quarters that such an arrangement will simply maintain the status quo, however, we believe the advantages outweigh the concerns.

Especially during the first year of the new organization, the Executive Director will be consumed with a myriad of issues in building their staff and developing new relationships throughout the community. If the cost and stress of an office move can be postponed, the organization will benefit.

In order to assist Visit Shawnee's first Executive Director in building a team of professionals to sell and market the city we offer the following draft job descriptions, adapted from the industry's trade association, Destination Marketing Association International:

## **EXECUTIVE DIRECTOR**

**Reports to:** Board of Directors

**Summary:** Directs and leads Organization in addressing its mission. Works directly with Board or governing body on policy making and strategy for organization. Acts as primary spokesperson for the organization. Direct reports are typically top department heads of Sales, Membership, Finance/ Administration, Communications and Tourism.

### ***Duties and Responsibilities:***

- Oversees all administrative, operating and marketing functions of the Organization.
- Advises the Chairman of the Board, the Board of Directors and other committees as designated.
- Oversees the creation of financial reports and annual audit reports in accordance with procedures approved by the Board.
- Develops and supervises the implementation of an annual operating and marketing plan, in order to promote the city to local, state, regional, national and international audiences. Directs the preparation of the annual budget that supports these activities and presents it to the Board for approval.
- Attends all meetings of the the Board and other designated committees in an advisory, non-voting capacity.
- Establishes and maintains ongoing effective communications with business and government leaders, cultural institution representatives, convention and event planners and the local tourism industry.
- Represents the Organization at selected local, state, regional and national conventions that serve to foster the betterment of the Organization's mission.
- Develops and maintains effective organizational policies and ensures all Organizational activities are implemented within established policies, guidelines, laws and ethical standards.
- Selects, trains, supervises and evaluates assigned personnel; coordinates staff training; oversees implementation of discipline and termination procedures for all staff members.
- Establishes goals for individual departments and assists staff in order to meet those goals.

## **EXECUTIVE / MARKETING ASSISTANT**

**Reports To:** Executive Director

**Summary:** Provides principal administrative support to chief executive or other top management personnel. Serves as liaison with voluntary leadership. Works fairly independently. Often responsible for maintaining schedule for the chief executive or others. Performs clerical duties and other administrative tasks.

### ***Duties and Responsibilities:***

- Maintains appointment schedule for Executive Director and oversees travel arrangements.
- Prepares presentations and reports, utilizing clear and concise charts, graphics and tables.
- Creates and mails meeting notices, invitations, etc.
- Coordinates facilities for and attends various meetings; records, transcribes and distributes minutes of those meetings.
- Handles incoming mail by sorting and highlighting important information; when possible, directs requests to the appropriate staff member for response.
- Maintains administrative files.
- Maintains accurate staff listing to include employee name, title, phone number and mailbox extensions.
- Schedules and prepares for monthly staff meetings.
- May also perform all bookkeeping, including payroll, taxes, accounts payable and receivable, filing, preparation of financial reports, petty cash, bank reconciliation and verification, payments, interest income and revenue.
- In the absence of an Office Manager, oversee the operation of the agency's office.

## **DIRECTOR OF SALES**

**Reports to:** Executive Director

**Summary:** Responsible for identifying market opportunities; developing long and short term marketing and sales strategies. Handles and services accounts for destination group business. Develops reports on the impact of group business facilitated by the DMO.

### **Duties & Responsibilities:**

- Maintains close working relations with area hotels, event facilities and serves as liaison between the client and these facilities.
- Conducts monthly meetings with hotel sales professionals in the area.
- Assists the Executive Director in the development of a marketing plan and strategies to promote the destination.
- Develops and initiates new accounts.
- Develops cooperative programs, familiarization trips and sales missions with area hotels and hospitality industry to market the area.
- Attends tradeshow to promote the city as an event destination.
- Maintains statistical data pertaining to conventions held and booked, and their economic impact to the community.
- Submits and manages departmental budget.
- Reports monthly to the Executive Director.
- Develops promotional sales materials for event marketing.
- Works closely with the Marketing personnel and Executive Director in all event-related promotional and advertising projects.
- Manages all booking reports, bid presentations and site inspections conducted by the DMO.

# PERFORMANCE MEASURES

Measuring the productivity and impact of Destination Marketing Organizations has always been imprecise science. And, it has only gotten more difficult since the turn of the decade. Primarily driven by the ability of consumers and planners to research destinations online without direct contact with a DMO, it has become increasingly difficult to pinpoint the exact impact of a destination marketing organization.



At the same time, it has been very clear that when DMOs are eliminated or their budgets significantly decreased, visitation to a community correspondingly declines.

Thus, the Destination Marketing community continues to wrestle with just how performance should be measured as we move forward. Zeitgeist Consulting has been engaged in efforts by the industry's trade association, Destination Marketing Association International, to establish new performance measures for DMO's across the country. And, what we are increasingly finding is that each community must identify what is most important to them in the establishment of meaningful performance measures. A one-size-fits all-approach is no longer relevant, if it ever was.

We offer the following recommendations for measuring Visit Shawnee performance:

## **Future Group Business Influenced (Leads, Bookings):**

One of the reasons that DMOs exist is to pursue groups and events that are too large to fit comfortably in one hotel. The rationale is that, if group business is important to a hotel, that hotel will employ sales and marketing tactics to increase its own occupancy. However, the hotel's ROI in chasing a large event on behalf of the Expo is limited, as it will only benefit from some of that event's related hotel stays. At the end of the day, DMOs shine brightly when they can encourage large groups (that will fill the rooms of multiple hotels) to select their destination.

## **Repeat Business Secured through Sales/Services**

While securing new group business for any destination is of primary interest to the visitor industry, being able to retain business and keep it from rotating throughout the state is just as important. We encourage Visit Shawnee to identify ways to track how the organization retains business through the providing of services and marketing assistance each year. After all, the money that repeat business spends in Shawnee is just as green as that of new business.

## **Public Relations Success (Stories Placed, Advertising Equivalency)**

Earning visibility with both traditional and social media outlets doesn't come easy. Thus, when a DMO can score a feature story in a regional or national publication, or be featured on TV or cable, there is a significant value to the destination. Thus, Visit Shawnee should track its efforts in obtaining such visibility and then estimate what that visibility would have cost if it had had to purchase that time or space.



**Internet Statistics (Unique Visitors, e-mail Sign-ups, Videos Viewed, Info Requests)**

The vast majority of Americans make their decisions on where they will visit and where they will plan events by utilizing the Internet. And while the hotel community might point to group sales as the number one goal of the new DMO, everyone utilizes the Internet, *especially* event planners. New technology has made it relatively easy for DMOs to track consumer visits, actions and engagement. And, as new research indicates that DMOs influence 20% of all overnight visitation to a community, tracking Visit Shawnee's success in this space will be crucial.

**Social Media Stats (Facebook Likes, Blog Views, Twitter Followers)**

While the Internet serves as the "official" view of the destination, social media uncovers a community's soul and culture. It's what makes our destinations come alive for consumers. Like Internet tracking, new technology has made it fairly easy to track social media engagement, as well. Visit Shawnee's efforts in this realm should indicate how the organization is increasingly successful in its efforts to encourage future visits among consumers and planners.

Of course, the Visit Shawnee Board, professional staff and the City should consider what other performance measures would be appropriate for this new relationship. As we said previously, each communities expectations are different. Plus, each set of performance measures will be unique.

# CONTRACT WITH THE CITY

The contract between the City and Visit Shawnee must be exceptionally clear in expectations. If an independent DMO is to be successful, it needs to be fully aware of the expectations of the contracting body (the City). And, the City must be assured that the DMO is answerable and legally responsible for the revenues with which it is entrusted. Thus, a detailed contract for services will need to be developed with the new 501(c)(6) agency that delineates mutually agreed upon goals and ends. Visit Shawnee must clearly understand the expectations of the City in order to design a program of work that will meet and (hopefully) exceed these contracted expectations.

We strongly recommend that the contract between the City and Visit Shawnee be multi-year in nature. A contract that does not indicate an expectation of longevity will serve to limit the number and quality of experienced destination professionals that would be interested in taking on the challenge of marketing the destination. A one-year contract will also limit the development of a long-range strategy to build sales and marketing relationships with media and other third-party vendors.

While we understand the concern regarding the present Council committing future Councils to a contract, the City has a history of engaging in multi-year contracts when it suits the long-range interests of the community. We would strongly suggest a 3-year rolling contract that renews each year, unless there is a material challenge from the City. In this way, Visit Shawnee can begin to rebuild destination brand awareness and hotel occupancy in a strategic manner.

Clearly, a contract should follow the form and style preferred by the City of Shawnee. Indeed, the existing contract between the City and the Chamber that has been extended through June 30, 2014, provides a logical basis from which a few enhancements can be made.

We offer for consideration the following rework of the first few pages of the existing contract:

## **AGREEMENT FOR OPERATION OF A DESTINATION MARKETING ORGANIZATION FOR THE CITY OF SHAWNEE**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, is between the City of Shawnee, a municipal corporation ("City"), and Visit Shawnee, Inc. ("VSI"), an independent non-profit Oklahoma corporation. It sets forth the duties and responsibilities of each of the parties for the successful operation of a Destination Marketing Organization ("DMO"),

### **DUTIES AND RESPONSIBILITIES OF VISIT SHAWNEE**

**A. Operation of the DMO.** VSI exists for the purposes of encouraging, promoting and fostering conventions, conferences, tournaments, events and tourism development in the City of Shawnee consistent with Sections 25-226 through 25-239, inclusive, of the Shawnee Municipal Code and the Resolutions and Ordinances of the City. Visit Shawnee agrees to provide all the services required to carry out the strategy set forth in the scope of services, attached hereto as Exhibit A, and incorporated herein.

**B. Employees.** VSI agrees to provide a professional working environment and a qualified and competent staff to provide all the management and administrative services required to devise and execute a viable promotional program including, but not limited to, the gathering and dissemination of information, ideas, research, promotional programs, servicing conventions (including all normal convention support services and equipment), representing local business, negotiating civic and hotel interests with associations and other convention and sports groups, and assisting in the development and promotion of local activities and attractions designed to enhance the City's tourist desirability.

All employees carrying out tasks pursuant to this Agreement are employees of VSI and are not employees of the City of Shawnee.

### **C. Records and Reporting**

1. **Reports.** Within 30 days of the close of each quarter, Visit Shawnee shall provide a written progress report to the city's administrative agent concerning the status of its work, along with relevant tourism statistics reflecting the state of the visitor industry. This quarterly report shall include a financial report showing all expenditures from the City's funds and from private-sector funding for the quarter and year to date with reference to the FY 2015 budget (Exhibit B) and a summary of the duties and services performed consistent with the scope services. Visit Shawnee shall provide an annual report to the City Commission at a time to be designated by the city's administrative agent.

2. **Audits.** VSI shall obtain, from a certified accounting firm, an audit of its financial records not later than 120 days after the end of its fiscal year. These findings shall be presented to the City not later than 30 days from the completion of the audit. The scope of such audit shall be in accordance with Generally Accepted Accounting Principles.

## **DUTIES AND RESPONSIBILITIES OF CITY OF SHAWNEE**

**A. Collection and Disbursement of Hotel Tax.** City shall collect the Hotel Tax as set out by law. Each month the City shall distribute collections as follows:

1. One percent (1%) to the City of Shawnee as an administrative fee;
2. The sum of \$1,700.00 per month to the Shawnee Municipal Authority as reimbursement for the payment of the loan on the property.
3. All remaining funds shall be distributed to VSI.

The City's Finance Officer shall prepare an estimate of revenues for the year and furnish it to the City Manager and VSI by February 1 each year. The City Commission shall review the Budget proposed by VSI for the operation of the DMO, the recommendation of the Contract Review Committee, the report of activities and all other information it considers necessary and then appropriate the funds in accordance with a budget for VSI's program of work. The City Commission shall appropriate 95% of the projected net proceeds for the ensuing year. Any unappropriated fund balances available at the end of the year shall be

(i) carried over for budgeting in the next fiscal year; and/or (ii) kept as a reserved fund balance restricted to the uses set forth in the Hotel Tax ordinance; and/or (iii) used to reimburse the SMA for its assumption of the debt existing on the Greater Shawnee Chamber of Commerce's purchase of land for a Visitor's Center.

**B. Staff Assistance.** City will provide advice and assistance upon request from its various departments in providing training and advice to the employees and volunteers who have responsibilities under this Agreement. Specifically, the City's Finance Department, on request, will provide assistance in the preparation of budgets, budget amendments and requirements from the City's auditor. The City Attorney shall provide legal advice to VSI pursuant to Section 2-172 of the Shawnee Municipal Code. The advice shall include the review of contracts for form and legality (but not substance); the adequacy of notices and agenda for compliance with Open Meeting law; review of open records request for assistance in responding in compliance with law; preparation of standard forms; and any other matter in which there is no ethical conflict related to the City Attorney's representation of the City. Nothing contained in this agreement shall prevent VSI from engaging independent counsel, legal or otherwise, from non-City staff.

#### TERM OF AGREEMENT

This agreement shall commence July 1, 2014, contingent upon approval of the City, and shall continue through June 30, 2017. It is the intent of the City and VSI to continue their contractual relationship through subsequent annual agreements. Therefore, this contract will automatically renew at the end of each Fiscal Year unless the City and/or VSI notify the other of their interest or intent to modify the agreement.

The city agrees that, during the term of this agreement, it will not appoint designate or in any other way identify any organization other than Visit Shawnee to act on behalf of the city to market and promote tourism from hotel tax proceeds.



## **EXHIBIT A**

We suggest that the Performance Measures to be utilized to gauge the success and ROI of Visit Shawnee be included in an attached "Exhibit A" rather than be in the body of the contract. In this way, as new expectations and performance metrics emerge, it will not require a full contractual rewrite to include these new items.

Again, we believe the following measures are appropriate to start the conversation and negotiations with the city of Shawnee:

- 1) Future Group Business Influenced (Leads, Bookings):
- 2) Repeat Business Secured through Sales/Services
- 3) Public Relations Success (Stories Placed, Advertising Equivalency)
- 4) Internet Statistics (Unique Visitors, e-mail Sign-ups, Videos Viewed, Information Will Requests)
- 5) Social Media Stats (Facebook Likes, Blog Views, Twitter Followers)

We strongly caution that performance measures focus on the work of Visit Shawnee and not the health, or lack thereof, of the local visitor economy. We have seen some communities attempt to use a percent increase in hotel occupancy or event attendance as goals to judge the successful execution of the contract. While DMOs certainly have some influence over such markers, they do not have the ability to control sales, services, pricing, programming and availability. For example, if a majority of the hotels in a community elect to price themselves significantly above the prevailing market rate, no amount of marketing from a DMO will be able to save an occupancy rate from plummeting.

## **ADDITIONAL CONSIDERATIONS**

In preliminary conversations, city and chamber representatives have agreed that, at least in the short term, it makes sense for the Visit Shawnee offices to remain at the Chamber of Commerce. While this alleviates the cost and stress of identifying and securing new offices and buying equipment during the agencies formative year, Visit Shawnee will need to procure organizational, renters, medical and liability insurance. It will need to secure its own State and Federal tax ID numbers and begin filing taxes and documentation as well as secure Workers Compensation insurance and schedule annual external audits of its books. Depending upon the contractual agreement with the Chamber, Visit Shawnee may also need to secure its own Internet and phone services agreements.

# APPENDIX A

## RECOMMENDED BY-LAWS

### BYLAWS OF VISIT SHAWNEE, INC. AN OKLAHOMA NONPROFIT CORPORATION

#### ARTICLE I NAME

The name of this Corporation shall be Visit Shawnee, Inc., hereafter referred to as the Corporation.

#### ARTICLE II PURPOSE AND OBJECTIVES

Section 1. This Corporation is organized and shall be operated as an Oklahoma Nonprofit Corporation and shall operate under such laws as set forth by the State of Oklahoma.

Section 2. This Corporation shall endeavor to increase visitor spending in the City of Shawnee, Oklahoma, by coordinating the community's visitor assets and marketing them to leisure travel consumers, motorcoach operators and meeting, event and sports tournament planners.

#### ARTICLE III OFFICES

The Principal Office for the transaction of the business of the Corporation is fixed and located at such place or places within the City of Shawnee, Oklahoma, as the Board of Directors shall determine.

#### ARTICLE IV DIRECTORS

##### *Section 1. Powers of the Board*

The Board of Directors shall have the power

- A. With affirmation from the City of Shawnee, to select and remove all officers of the Corporation and prescribe their powers and duties;
- B. To select and remove the Chief Executive Officer and prescribe his/her powers and duties;
- C. To conduct, manage and control the affairs of the business of the Corporation that they may deem in the best interest of said Corporation;

- D. To designate the places for the holding of meetings of the Board of Directors;
- E. To change the name of the Corporation;
- F. To contract with, and accept payments from, the City of Shawnee and other units of local, state and federal government to provide tourism marketing and sales services on behalf of the community;
- G. To contract with, and accept payments from, private sector businesses with which the Corporation can extend its tourism marketing and sales services on behalf of the community;
- H. To borrow money and incur indebtedness for the purposes of the Corporation and to cause to be executed and delivered therefore in the corporate name any promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, financing statements, hypothecations, or any other evidences of debt and security therefore;

*Section 2. Number Qualifications and Term of the Board of Directors.*

The Board of Directors of this Corporation shall consist of a minimum of nine (9) and a maximum of seventeen (17) voting partners, elected for three year terms by the Board. At least one member will be employed by or represent the City of Shawnee, Oklahoma. A Director may not serve more than two (2) consecutive terms. The Board of Directors may also include ex-officio members as the Board may deem appropriate.

*Section 3. Vacancies on the Board.*

A vacancy in any office because of death, resignation, removal or other cause shall be filled by appointment, by recommendation of the Board Development Committee and a majority vote of the Board of Directors for the remainder of the existing term.

*Section 4. Nomination and Election of Board Members.*

The Board Development Committee shall nominate candidates for each vacant or soon to become vacant directorship at least ninety (90) before the end of the Corporation's fiscal year. The Board shall elect new Directors from the slate of candidates presented by the Board Development Committee. Results of the election shall be announced upon certification of the results by the Board. Those persons elected to fill unexpired directorship term shall only serve for the balance of the unexpired term.



*Section 5. Termination of Board Membership.*

The expulsion of a board member based upon the good faith determination by the Board of Directors, or a committee authorized by the Board to make such a determination, will be based on the determination that the member has failed in a material and serious degree to observe the goals and objectives of the Corporation, or has engaged in conduct materially and seriously prejudicial to the purposes and interests of the Corporation. Absence from more than 50% of Board meetings over one fiscal year is also grounds for termination.

*Section 6. Regular Meetings.*

The Board of Directors shall meet no less than six (6) times per year. Meetings of the Board of Directors shall be held at any place that has been designated by the Board of Directors. In the absence of this designation, regular meetings shall be held at the principal office of the Corporation. Notice of the regular meetings will be mailed (or emailed) to the Board of Directors seven (7) days prior to the date of the meetings. All meetings shall be conducted pursuant to Roberts Rules of Order.

*Section 7. Special Meetings.*

Special meetings of the Board of Directors may be called at any time on the order of the Chairperson or 30 percent (30%) of current board membership of the Board of Directors. Written or e-mail notice of the time and place of each special meeting shall be delivered to each Board partner at least forty eight (48) hours prior to the meeting.

*Section 8. Quorum.*

A majority of the voting members of the Board of Directors shall constitute a quorum for the transaction of all business at regular or special meetings.

*Section 9. Adjournment.*

A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the meeting is adjourned for more than twenty four (24) hours, in which case, notice of the time and place shall be given before the time of the adjourned meeting to the Directors who are not present at the time of adjournment.

## **ARTICLE VII OFFICERS AND BOARD OF DIRECTORS**

### *Section 1. Officers.*

The officers of the Corporation shall be a Chairperson, Vice-Chairperson, Secretary and Treasurer. The past Chairperson shall serve as an ex officio officer. No person shall hold more than one office. Each term shall be for one year and officers may serve no more than two consecutive terms in the same position.

### *Section 2. Election of Officers.*

The Board of Directors shall elect all officers of the Corporation for a term of one (1) year, beginning on the date of the corporation's fiscal year. Any candidates elected as an officer must have served for at least one year on the Board of Directors.

### *Section 3. Resignation of Officers.*

Any Officer who no longer qualifies for membership on the Board of Directors by reason of terminating or changing employment outside the industry which they represent may be, upon the determination of the Board of Directors, required to resign as an Officer of the Corporation.

### *Section 4. Vacancies.*

If any Officer position becomes vacant, by reason of death, resignation, removal or otherwise, the Board of Directors shall, based upon the recommendation of the Board Development Committee, elect or appoint a successor who shall hold office for the unexpired term and until a successor is elected.

### *Section 5. Responsibilities.*

A. Chairperson. The Chairperson shall, subject to the control of the Board of Directors, generally supervise, direct and control the business and the Officers of the Corporation. The Chairperson shall preside at all meetings of the Board of Directors. With the approval of the Board of Directors, the Chairperson shall appoint all Committees and Chairs. The Chairperson shall have such other powers and duties as may be prescribed by the Board.

B. Vice Chairperson. The Vice Chairperson shall succeed to the office of Chairperson for the following year and/or should it become vacant based upon recommendation by the Board Development Committee for the Board's confirmation. The Vice Chairperson shall be vested with all powers and shall perform all the duties of the Chairperson in case of the absence or disability of the Chairperson.

C. Secretary. The Secretary shall cause the keeping and maintenance of a record of minutes of the Board of Directors and Annual Meetings, shall be the

custodian of the corporate records and shall have such other duties as from time to time to be assigned by the Chairperson, the Board of Directors or the Executive Committee. The Secretary shall perform the duties of the Chairperson in the absence of the Chairperson and the Vice Chairperson.

D. Treasurer. The Treasurer shall act as the chief financial officer of the corporation and the chair of related committees as set forth by the Board of Directors. The Treasurer shall see to the financial reports of the organization in coordination with the accounting staff and the Executive Director.

E. Past Chairperson. The Past Chairperson shall serve an advisory capacity as an ex officio member of the Executive Committee. The past Chairperson shall not have voting privileges.

#### *Section 8. Conflict of Interest*

Whenever a director or officer has a direct financial interest in any matter coming before the Board of Directors, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so. The minutes at which such votes are taken shall record such disclosure, abstention and rationale for approval.

Directors shall refrain from bidding on contracts for products and/or services with the Corporation that exceed \$5,000. The provision of hospitality services for Corporation meetings and events shall be exempt from this exclusion, granted that other like businesses are accorded the opportunity to be included in a competitive bid process.

### **ARTICLE VIII COMMITTEES**

#### *Section 1. Executive Committee.*

The Executive Committee will be responsible for making recommendations for action to the Board of Directors on Corporation matters. The Committee shall consist of the Past Chairperson, Chairperson, Vice-Chairperson, Secretary and Treasurer. A majority of the voting members of the Executive Committee shall constitute a quorum for the transaction of all business at regular or special meetings. The Executive Committee's responsibility will be (but not limited to) the following:

A. Analyze opportunities or threats before the Corporation in order to present recommendations to the Board of Directors for consideration and action.

B. Oversee the hiring, compensation, and, if necessary, discipline and/or termination of the Chief Executive Officer. Conduct an annual evaluation on the performance of the Chief Executive Officer against Performance Goals and Objectives agreed to by the Board and the Chief Executive Officer. Review the annual work plan and budget developed and proposed by the Chief Executive Officer and Corporation Staff. A summary of the annual evaluation will be

presented to the Board by the Executive Committee. Based upon the performance of the Chief Executive Officer in achieving stated goals and objectives, annual merit increases may be considered.

C. In the absence of a Budget & Finance Committee, review and monitor the development, approval and adherence to the Corporation's Annual Budget.

#### *Section 2. Budget & Finance Committee.*

The Budget & Finance Committee consists of one member of the Executive Committee, the Chief Executive Officer and other Board Members as appointed by the Chairperson. The Budget & Finance Committee's duties include controlling of the Corporation funds through review and recommendations to the Board and preparation of the annual Budget.

#### *Section 3. Board Development Committee.*

The Board Development Committee shall assist the Board in recruiting potential Board members, review Board member applications, prepare a slate of candidates for election and oversee orientation of new Board members. No members of the Nominating Committee shall be eligible to run for a position on the Board of Directors. The Board Development Committee Chair shall be appointed by the Board of Directors.

#### *Section 4. Special Committees.*

The Chairperson of the Board may appoint special committees to analyze and solve particular problems. The Chairperson shall determine the size and scope of work for each special committee. The members of each special committee shall serve until dismissed by the Chairperson of the Board. Special committees shall meet at the call of the Chairperson of the Board or Committee Chair appointed by the Chairperson of the Board. The delegation of authority from the Board of Directors, except in the instance of the Executive Committee, shall be advisory only. No special committee shall be delegated any power or authority to take action on behalf of the Board of Directors. The Chairs of these special committees shall be appointed on an annual basis.

#### *Section 5. Minutes.*

Minutes of all committee meetings shall be recorded and delivered to the Secretary and be on file in the Bureau office.

**ARTICLE IX  
CHIEF EXECUTIVE OFFICER**

*Section 1. Authority.*

The Chief Executive Officer, operating under the control of the Board of Directors, shall have full executive and administrative authority to conduct the operations of the Corporation provided that his/her exercise of such authority shall at all times be subject to and consistent with these Bylaws and the policies, procedures, programs, and directives from time to time adopted and prescribed by the Board of Directors and the laws of the State of Oklahoma.

*Section 2. Qualifications and Term.*

Qualifications for the Chief Executive Officer shall be determined by the Board of Directors. Qualifications and job description shall be incorporated into and made a part of his/her employment agreement, and shall be included in a policy and procedures manual.

The Chief Executive Officer serves at the will of the Board. If the Chief Executive Officer position becomes vacated for any reason, the Executive Committee will be responsible for the recruitment and hiring of a new Chief Executive Officer.

*Section 3. Authority to Employ.*

The Chief Executive Officer shall hire all employees of the Corporation, set all employee job responsibilities and compensations as approved by the Board in accordance with an approved job description and an approved budget provided by the Board of Directors and the Budget Finance Committee.

*Section 4. Preparation of Planning Documents*

The Chief Executive Officer shall present to the Board of Directors a proposed budget no later than three months prior to the close of the Fiscal Year. The Chief Executive Officer will also prepare an annual marketing plan.

**ARTICLE X  
FISCAL MATTERS**

*Section 1. Fiscal Year.*

The fiscal year of this Corporation shall commence July 1 and conclude on June 30 of each year.

*Section 2. Records.*

The Corporation shall keep adequate and correct records of account and minutes of the proceedings of its Board and Committees of the Board. Books and records shall be kept in either written form or in any other form capable of being converted into a written form. The Articles of Incorporation and Bylaws of the Corporation, with amendments to current dates, shall also be maintained at the principal office of the Corporation.

*Section 3. Reports.*

The Board shall cause an annual report to be available to the City of Shawnee after the close of the Corporation's fiscal year. The Annual Report shall be furnished to all Directors.

*Section 4. Budget.*

The Board of Directors shall adopt an annual budget for the Corporation no less than 30 days prior to the beginning of the fiscal year.

**ARTICLE XI  
LIABILITY**

*Section 1. General Liability*

No Officer, Director, agent or employee of the Corporation shall be liable for the acts or failure to act on the part of any Officer, Director, agent or employee of the Corporation; nor shall any Officers, Directors, agents or employees be liable for their acts or failure to act under these Bylaws, except for actions or failures to act arising out of their willful misfeasance.

*Section 2. Director Liability.*

The liability of Directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under Oklahoma law. Any amendment, repeal or modification of the provisions herein shall not adversely affect any right or protection of a Director of the Corporation existing at the time of such amendment, repeal or modification. Appropriate general and professional liability insurance shall be maintained for the Board and Corporation staff.

**ARTICLE XII  
DEDICATION OF ASSETS**

The properties and assets of this Corporation are irrevocably dedicated to the promotion of the City of Shawnee as a visitor destination. No part of the net earnings, properties, or assets of this Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or any Director of this Corporation.

**ARTICLE XIII  
MISCELLANEOUS**

*Section 1. Inspection.*

The records of this Corporation shall be open to inspection by the City of Shawnee at all reasonable times during office hours.

*Section 2. Amendment to Bylaws.*

The Bylaws may be amended by a majority of votes cast at a regularly scheduled meeting of the Board of Directors, provided that advance notice of the intended amendment be given to the Board at least forty-eight (48) hours prior to the meeting.

**NOTE:** Language that is highlighted in **yellow** does not appear in VSI Contract proposal. Comments in **red** show other modifications.

## **AGREEMENT FOR OPERATION OF CONVENTION & VISITORS BUREAU**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, is between the City of Shawnee, a municipal corporation ("City"), and Visit Shawnee, Inc. (VSI). It sets forth the duties and responsibilities of each of the parties for the administration of the Occupancy Surcharge (hereinafter "Funds").

### **I. DUTIES AND RESPONSIBILITIES OF VSI**

**A.** VSI agrees to administer the Funds for the purposes of encouraging, promoting, and fostering conventions, conferences, and tourism development in the City of Shawnee consistent with Sections 25-226 through 25-239, inclusive, of the Shawnee Municipal Code and the Resolutions and Ordinances of the City. VSI shall be responsible for the day-to-day management of its operations consistent with this Agreement and with its annual budget.

**B.** VSI agrees to provide a qualified and competent staff to carry out its obligations under this Agreement, and to provide all the management and administrative services required to present a viable promotional program including, but not limited to, the gathering and dissemination of information, ideas, research, promotional programs, servicing conventions (including all normal convention support services and equipment), representing local business, negotiating civic and hotel interests with associations and other convention groups, and assisting in development and promotion of local activities and attractions designed to enhance the City's tourist desirability.

All employees carrying out tasks pursuant to this Agreement are employees of VSI and are not employees of the City. VSI will carry workers compensation insurance in accordance with the laws of the State of Oklahoma

**C.** VSI shall provide office and work space for its operations, including maintenance (interior and exterior), janitorial services, building identification, signage, and all utilities. It shall obtain insurance to cover the loss of any equipment or real estate owned by the City as well as liability insurance in an amount at least equal to the limits of liability under the Oklahoma Governmental Tort Claims Act.

**D.** **This language has been modified and moved to III E, with it being a request for renewal. The VSI will include a clean, unqualified audit of its financials and be prepared to substantiate its services rendered. There is no due date for the submission. The remainder of the language in this subsection has been deleted.** VSI shall prepare an annual budget for its fiscal year and present it to City for review by its Contract Review Committee. City's Contract Review Committee shall review the request in accordance with its procedures and make its recommendation to the Mayor and City Commission. The submission is due April 1. The submission to the Contract Review Committee shall include:



- a. a clean, unqualified audit of its financials;
- b. substantiation the annual services rendered;
- c. A discuss of general operations of the previous year; and
- d. A Program of Work showing its goals and objectives for the coming year and its plan to reach those goals and objectives.

**E.** The Contract Review Committee shall forward a recommendation and the documentation to the City Commissioners for its approval. The Mayor and City Commission may approve, reject or amend the recommendation of the Contract Review Committee.

VSI's provision on this section is slightly different.

#### **F. Records and Reporting**

1. VSI will provide a monthly (VSI language is quarterly) report of its activities and finances (including income, expenditures, and balance) to the City Commission or deignee, including annual audited financials. Treasurer or designee. It will also provide quarterly report in an appearance before the City Commission. The report will include a financial report as well as accomplishments in the previous quarter and plans for the upcoming quarter.
2. VSI shall be responsible for recording minutes of its meetings and providing those to the City after approval by its Board.
3. VSI agrees to keep its books and records pertaining to its operations available during regular business hours for inspection by the any designee of the City, or those who are hired by the City to perform its audits. VSI language is "for inspection by the City upon reasonable notice during regular business hours.
4. VSI agrees to perform an annual audit and to provide a copy of it to City no later than April 30 of each year. Copies of books and records shall be furnished to City, its staff, auditors, and elected officials at no additional charge.
5. All meetings VSI Board and VIS records shall be open to the public. VSI shall post agendas for all its Board meetings. shall be subject to the provisions of the Open Meeting Law (25 O.S. §§ 301-314). All the records of VSI shall be subject to the provisions of the Open Records Law (51 O.S. §§ 24A 1-29). VSI staff shall post agendas for its meetings on the City of Shawnee website. Copies of records shall be provided to City and its staff and elected officials without charge.

### **III. DUTIES AND RESPONSIBILITIES OF CITY OF SHAWNEE**

- A.** City shall collect the Funds as set out by law. Each month the City shall distribute collections as follows:

1. One percent (1%) 6% to the City of Shawnee;
  2. The sum of \$1,700.00 per month to the Shawnee Municipal Authority as reimbursement for the payment of the loan on the property described as:
    - a. The remaining funds 94% to VSI.
    - b. The City's Finance Officer shall prepare an estimate of revenues for the year and furnish it to the City Manager and VSI by February 1 each year. The City Commission shall review the Budget proposed by VSI for its operations, the recommendation of the Contract Review Committee, the report of activities, and all other information it considers necessary, and then appropriate the funds in accordance with a budget for VSI's operations. The City Commission shall appropriate 95% of the projected net proceeds for the ensuing year. Any unappropriated fund balances available at the end of the year shall be (i) carried over for budgeting in the next fiscal year; and/or (ii) kept as a reserved fund balance restricted to the uses set forth in the Occupancy Surcharge ordinance; and/or (iii) used to reimburse the SMA for its assumption of the debt existing on the purchase of land for a Visitor's Center.
    - c. The City may amend the budget for VSI's operations during the year in the same manner as it would any other budget based upon revenues collected.
- B.** City will provide advice and assistance upon request from its various departments in providing training and advice to the employees and volunteers who have responsibilities under this Agreement.
- C.** City agrees its Contract Review Committee will meet in a timely fashion so as not to delay its recommendation to the Mayor and City Commission.

#### **IV. INVESTMENTS AND ACCOUNTING**

The Funds shall be invested in interest bearing accounts and all interest earned from such investment shall be maintained in the account. If there are unencumbered funds at the close of the fiscal year, VSI may recommend amendments to its budget to carry the unencumbered balance forward or to establish a reserve fund as it deems prudent and necessary. Unencumbered funds remain the property of City and in no event will become the property of VSI.

In the event this Agreement or any successor agreement is terminated, all funds in the possession of VSI shall be returned to City.

#### **V. EQUIPMENT**

- A. Equipment and supplies purchased with Funds shall become the property of City. Property belonging to City shall be disposed of only by following the procedures set out for disposition of all City property.
- B. The Executive Director or other individual assigned by VSI shall be responsible for preparing and insuring the accuracy of a list of equipment owned by the parties, which list is attached to this Agreement and made a part hereof. The inventory list shall be amended whenever property is acquired or disposed of. Property belonging to City shall be returned to City to be declared surplus and disposed of according to law.
- C. In the event this Agreement is canceled or terminated during the term hereof, or in the event the parties fail to enter into a similar agreement in subsequent years, all equipment, furniture, fixtures, and improvements to which City holds title that have been used for VSI's operations under the terms of this Agreement shall be returned to City. City shall pay assume the obligations of VSI lawfully incurred in the purchase of same. This provision shall in not be applicable to furniture, fixtures, and improvements owned by and inventoried to VSI, title to which shall be and remain in the VSI. All files and work products of VSI shall be the property of City.

Unless there is specific agreement to the contrary at the time of purchase, all equipment purchased for \$2,500 or more shall be deemed equipment belonging to the City.

Advance approval of City is required for all capital expenditures and all expenditures in excess of \$5,000 for depreciable assets; and in excess of \$10,000 for services, publications, etc., or non-depreciable assets. Expenditures for event support shall not require advance approval of the City. Approval of a line item in the budget by City will be deemed advance approval of the expenditure. The budget shall be submitted to City no later than April of each year

## VI. TERM OF AGREEMENT, NO TRANSFER OR ASSIGNMENT

- A. This Agreement shall take effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and shall remain in effect until June 30, 2016. All modifications to this Agreement must be in writing and approved by VSI and City. The Agreement will be reviewed annually in conformance with the budget request and appropriation as set out above. Approval of a budget and appropriation of funds shall be deemed to be a one year renewal of the Agreement. VSI language is annual term with 180 days notice required for nonrenewal.
- B. No party to this agreement can transfer or assign its rights and responsibilities without approval of the other parties.
- C. Upon termination of this Agreement, whether pursuant to breach or nonrenewal, the City shall assume lawful contracts entered into by VSI in furtherance of this Agreement. VSI would change "lawfule contracts" to "any and all obligations."

**VII. NON-DISCRIMINATION**

VSI not discriminate against any employee, applicant for employment, or party seeking its service because of race, creed, color, national origin, gender, ancestry, or disability. VSI shall take affirmative action to insure that employees are provided equal opportunity in employment, promotion, demotion, transfer, or termination, rates or pay, or other forms of compensation, and selection for training.

**VIII. WAIVER**

The waiver by any party of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

**IX. BREACH OF AGREEMENT**

If either party to this Agreement fails, refuses, or neglects to abide by its duties and responsibilities hereunder, the other party may give notice of such breach. The breaching party shall be notified, in writing, of its alleged breach and shall be given ninety (90) days (unless such time is extended by the non-breaching party) to cure the breach. If the breach is not remedied, the other party may terminate the Agreement. The notice period shall not operate to extend the Agreement beyond its current term.

If the breach is due to violation of law or mismanagement or embezzlement of Funds by VSI or any employee thereof, the Agreement shall terminate immediately

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

VISIT SHAWNEE, INC.

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

APPROVED by the Mayor and the City Commissioners of the City of Shawnee this \_\_\_ day of \_\_\_\_\_, 2015.

THE CITY OF SHAWNEE, OKLAHOMA  
A MUNICIPAL CORPORATION

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
PHYLLIS LOFTIS, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MARY ANN KARNS, CITY ATTORNEY

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## AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of February, 2015, is between the City of Shawnee, a municipal corporation ("City"), and Visit Shawnee, Inc., an Oklahoma not for profit corporation ("VSI").

### **I. DUTIES AND RESPONSIBILITIES OF VSI**

**A. Services.** VSI agrees to provide services to encourage, promote, and foster conventions, conferences, and tourism development in the Greater Shawnee area.

**B. Employees.** VSI agrees to provide a qualified and competent staff and to provide all the management and administrative services required to present a viable promotional program including, but not limited to, the gathering and dissemination of information, ideas, research, promotional programs, servicing conventions (including all normal convention support services and equipment), representing local business, negotiating civic and hotel interests with associations and other convention groups, and assisting in development and promotion of local activities and attractions designed to enhance the City's tourist desirability. All employees carrying out tasks pursuant to this Agreement are employees of VSI and are not employees of the City of Shawnee.

**C. Records and Reporting.**

1. Reports. VSI will provide quarterly reports of its activities and finances (including income, expenditures, and balance) to the City Commission or designee, including annual audited financials.

2. Inspection and Audit. VSI agrees to make its books and records available for inspection by the City upon reasonable notice during regular business hours.

3. Compliance with Open Meeting and Open Records Laws. All VSI Board meetings and VSI records shall be open to the public. VSI shall post agendas for all its Board meetings.

### **II. DUTIES AND RESPONSIBILITIES OF CITY OF SHAWNEE**

**A. Collection and Disbursement of Hotel Tax.** City shall collect the Hotel Tax as set out by law. Each month the City shall distribute ninety-four percent (94%) of such collection to VSI.

**B. Staff Assistance.** City will provide advice and assistance upon request from its various departments in providing training and advice to the employees and volunteers who have responsibilities under this Agreement.

**C. Contract Review Committee.** City agrees its Contract Review Committee will meet in a timely fashion so as not to delay recommendation for budget and renewal.

### **III. TERM OF AGREEMENT, NO TRANSFER OR ASSIGNMENT**

**A. Effective Date.** This Agreement shall take effect on the 1<sup>st</sup> day of March, 2015, and shall remain in effect until June 30, 2015. All modifications to this Agreement must be in writing and approved by VSI and City. All future contracts will be for a term of one (1) year. In the event either party desires to not renew this Agreement, such party must give the other party at least 180 days prior written notice of such party's intent.

**B. Transfer of Rights and Responsibilities.** No party to this agreement can transfer or assign its rights and responsibilities without approval of the other party.

**C. Assumption of Liabilities.** Upon termination of this Agreement, whether pursuant to breach or nonrenewal by any party, the City shall assume any and all obligations entered into by VSI in furtherance of this Agreement, in the event of termination. The City also agrees to assume the defense of VSI and any of its employees, agents or directors related to such obligations.

**D. Shawnee Chamber.** Both parties agree that VSI shall assume all obligations entered into by the Greater Area Shawnee Chamber of Commerce (in matters relating to tourism) with third parties prior to the date of this Agreement.

**E. Renewal.** VSI will submit its request for renewal on or before April 1 each year to the City's Contract Review Committee, which shall review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission. As part of its request, VSI shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year.

### **IV. NON-DISCRIMINATION**

VSI agrees not to discriminate against any employee, applicant for employment, or party seeking the services of VSI because of race, creed, color, national origin, gender, ancestry, disability, or VSI membership. VSI shall take affirmative action to insure that employees are provided equal opportunity in employment, promotion, demotion, transfer, or termination, rates or pay, or other forms of compensation, and selection for training.

### **V. WAIVER**

The waiver by any part of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

### **VI. BREACH OF AGREEMENT**

If any party to this Agreement fails, refuses, or neglects to abide by its duties and responsibilities hereunder, the other party may give notice of such breach to the breaching party. The breaching party shall be notified, in writing, of its alleged breach and shall be given ninety (90) days (unless such time is extended by the non-breaching parties) to cure the breach. If the breach is due to violation of law or mismanagement or embezzlement of funds by the VSI, the Agreement shall terminate immediately. If the breach is not remedied, the other parties may terminate the Agreement. The notice period shall not operate to extend the Agreement beyond its current term.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

[SIGNATURE PAGE FOLLOWS]



VISIT SHAWNEE, INC., an Oklahoma not-for-profit corporation

BY: \_\_\_\_\_  
CHAIRMAN OF THE BOARD

ATTEST:

\_\_\_\_\_  
SECRETARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

THE CITY OF SHAWNEE, OKLAHOMA  
A MUNICIPAL CORPORATION

BY: \_\_\_\_\_  
WES MAINORD, MAYOR

ATTEST:

\_\_\_\_\_  
PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MARY ANN KARNS, CITY ATTORNEY

n:\attorney\visit shawnee, inc\sversionasamended21015.tif

**Mayor**  
**WES MAINORD**



**CITY ATTORNEY**  
**MARY ANN KARNs**

## **The City of Shawnee**

16 W. 9<sup>th</sup> St.  
P.O. Box 1448  
Shawnee, Oklahoma 74802-1448  
Tel: (405) 878-1686  
Fax: (405) 214-4249

[maryann.karns@shawneeok.org](mailto:maryann.karns@shawneeok.org)  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**Commissioners**  
**GARY VOGEL**  
**LINDA AGEE**  
**JAMES HARROD**  
**KEITH HALL**  
**LESA SHAW**  
**MICHEAL DYKSTRA**

### MEMORANDUM

To: Mayor and City Commissioners

From: Mary Ann Karns, City Attorney

Re: A summary of the differences between the proposal of VSI and that of the City,

Date: February 17, 2015

After reviewing both the VSI proposal and the City proposal, it seemed to me the easiest way to show the differences would be to use the City's proposal, highlighting the deleted language in **yellow**, and adding VSI proposals in **red**. Although the result may not be accurate in every detail, it does cover the primary conflicts.

There are no provisions for the disposal of funds and other assets should the agreement of the parties end.

The VSI by-laws contemplate that directors of the corporation could be compensated for their service. That issue was not addressed in our proposal, since we had never contemplated that point. While VSI is certainly free to compensate its directors, the Commission may want to address whether such compensation may be made from tourism funds.

The VSI by-laws also allow for meetings to be held at any place the Board so determines, which could conflict with the Open Meeting Law.

There may be other provisions in the by-laws that should be addressed in the contract between the parties.

The current contract with the Chamber ends June 30 of this year, or upon the creation of a new entity. So far as staff has been able to determine, there is no proposed agreement for transfer of funds and assets, as well as arrangements for management assistance, between the Chamber and VSI.

Please e-mail me if you have any questions

**Regular Board of Commissioners**

**8.**

**Meeting Date:** 02/17/2015

Golden Acres Cottages PUD

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone the Golden Acres Cottages II located on West MacArthur Street between Leo Street and Ellis Drive from R-1; Single Family Residential to PUD; Planned Unit Development.

Case No. P02-15; Applicant: The Land Run Group, LLC

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Attachments

[Golden Acres PUD Recc](#)

[Golden Acres Staff Rpt](#)

[Golden Acres Bond](#)

[Golden Acres PUB Public Hrg Notice](#)

[Golden Acres PUD Ordinance](#)

RECOMMENDATION TO:

MAYOR

BOARD OF CITY COMMISSIONERS  
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE

PLANNING COMMISSION

SUBJECT:

APPLICANT: The Landrun Group LLC

FOR: Golden Acres Cottages II Planned Unit Development

LOCATION: West MacArthur St. between Leo St. & Ellis Dr.

PROJECT#: 141478 Case# P02-15

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

R-1; Single Family Residential

REQUESTED CLASSIFICATION:

Multi-family Residential

PROPOSED PROPERTY USE:

Fifteen (15) unit multi-family residential community

PLANNING COMMISSION MEETING DATE: February 4<sup>th</sup>, 2015

PLANNING COMMISSION RECOMMENDATION: Motion carries with six staff conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. Limits-of-no-access shall be required along MacArthur Street.
3. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
4. Approval of the following deviations:
  - a. The inclusion of two (2) monument signs not to exceed 18 square feet, located at each entrance. According to Section 3-84.B. of the Shawnee Sign Code, multi-family residential sites under five (5) acres in size are allowed one (1) ground sign, not to exceed twenty 20 square feet.
5. A Sight-proof fence shall be required along the entire western extent of the property.
6. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION:

**MEMBERS PRESENT: 6**

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

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: \_\_\_\_\_

DATE OF ACTION: \_\_\_\_\_

ADOPTED \_\_\_\_\_ DENIED \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_



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

## STAFF REPORT

### Planned Unit Development – Case #P02-15 Preliminary Plat – Case #S01-15

TO: Shawnee Planning Commission  
AGENDA: February 4, 2015  
RE: Golden Acres Cottages II

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## PROPOSAL

The applicant is requesting both Planned Unit Development (PUD) and Preliminary Plat approval for a fifteen (15) unit multi-family residential community. The property consists of four current lots located on West MacArthur Boulevard between Leo Street and Ellis Drive. The site is zoned R-1; Single Family Residential, but the applicant is requesting a rezone to PUD.

## GENERAL INFORMATION

<b>Applicant</b>	The Land Run Group, LLC
<b>Owner(s)</b>	Marical Brothers Real Estate, LLC
<b>Site Location/Address</b>	W. MacArthur between Leo & Ellis
<b>Current Site Zoning</b>	R-1 (Single Family Residential)
<b>Parcel Size</b>	1.67 Acres
<b>Proposed Use</b>	Multifamily Residential
<b>Comprehensive Plan Designation</b>	Residential
<b>Existing Land Use</b>	Residential
<b>Surrounding Zoning</b>	North: C-2 (Limited Office) South: R-1 (Single Family Residential) East: PUD & R-1 (Single Family)

	Residential) West: R-1 (Single Family Residential)
--	---



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

**STAFF REVIEW AND ANALYSIS**

Planned Unit Development (PUD)

Golden Acres Cottages II is an innovative planned unit development with a concept to create single-story, multi-family homes with shared common amenities maintained through a Property Association (PA). The community is not designed for any specific age group and will be limited to two (2) and three (3) bedroom designs. The intended development includes fifteen (15) multi-family units diversely arranged as two duplexes, one triplex, and two quadplexes.

A private common drive, Chase Addison Avenue, will serve as access from both MacArthur Street and Wiley Street. This drive will be constructed to City standards and will supply a total of thirteen (13) individual parking spaces separated into three locations. Additionally, each home will have a two car garage and adequate space in the driveway for two additional vehicles.

The Property Association will be a part of the subdivision covenants to provide maintenance for all yards, common areas, and landscaping areas outside of the individual homes and courtyards. All tenants are required members of the PA with dues assessed against each property. These dues will be collected for lawn and landscape maintenance, electric charges, general liability insurance, reserves for maintenance, etc.

Along with shared community space, a variety of common amenities will be supplied, including: sidewalks, benches, picnic tables, pavilions, splash pad or wading pool, etc.

### Preliminary Plat

The proposed development is consistent with current land use in the area and the Shawnee Comprehensive Plan for this area, which proposes residential future uses (Figure 4.2). It is the opinion of staff that such a design maintains the character and intensity of use with adjoining properties.

The following are technical aspects included in the proposed Preliminary Plat:

- An eight (8") inch sanitary sewer line exists on the property and is adequate for the installation of individual services at each home. A six (6") inch public water line shall be installed in the development allowing individual services for each home.
- A public sidewalk will be created along the perimeter (MacArthur and Wiley) of the development per city code with additional sidewalks developed within the PUD. Four (4') feet in width.
- A sight proof fence of six (6') feet in height shall be included along the west property line adjacent to existing residential properties (Section 22-185.11.A, Zoning Code). A six (6') foot privacy fence with brick columns has also been proposed along the north property line.
- Two (2) monument signs – one at each entrance.

Variances requested:

1. The inclusion of two (2) monument signs not to exceed 18 square feet, located at each entrance. According to Section 3-84.B. of the Shawnee Sign Code, multi-family residential sites under five (5) acres in size are allowed one (1) ground sign, not to exceed twenty 20 square feet.

The adjacent PUD to the east, Golden Acres Cottages I, is under the same ownership and gained Final Plat approval in November of 2011. This development is almost identical in nature to the subject PUD; for this reason, the standards and requirements are very similar.

Staff has reviewed the PUD and Preliminary Plat and does recommend approval, with conditions.

### **STAFF RECOMMENDATION**

The technical aspects of the PUD and Preliminary Plat have been reviewed by the City Engineer and other appropriate staff. Staff does recommend approval of a rezone from R-1, Single Family Residential, to a Planned Unit Development. Also, Staff does recommend approval of the Preliminary Plat, with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. Limits-of-no-access shall be required along MacArthur Street.
3. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
4. Approval of the following deviations:
  - a. The inclusion of two (2) monument signs not to exceed 18 square feet, located at each entrance. According to Section 3-84.B. of the Shawnee Sign Code, multi-family residential sites under five (5) acres in size are allowed one (1) ground sign, not to exceed twenty 20 square feet.
5. A Sight-proof fence shall be required along the entire western extent of the property.
6. 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. Exhibit 1: Preliminary Plat
5. Exhibit 2: Master Development Plan Map



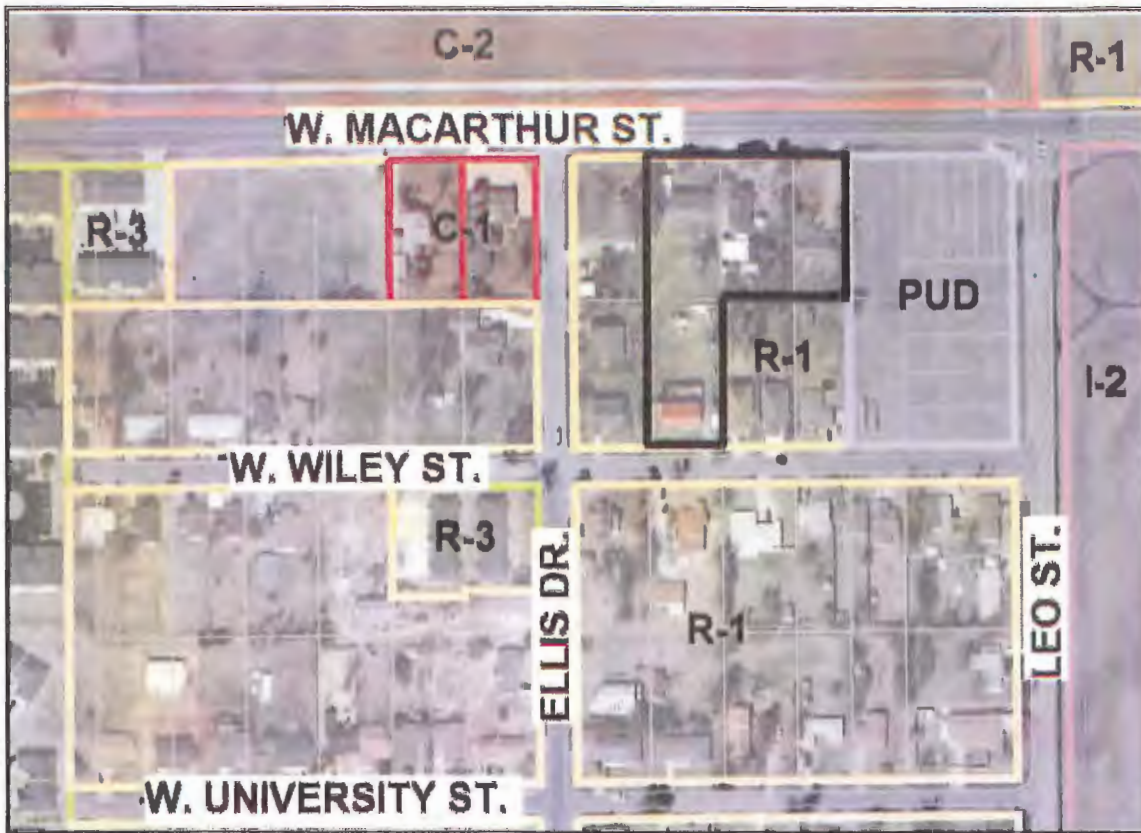


Figure 2: Zoning Map of site – approximate total area outlined in black.

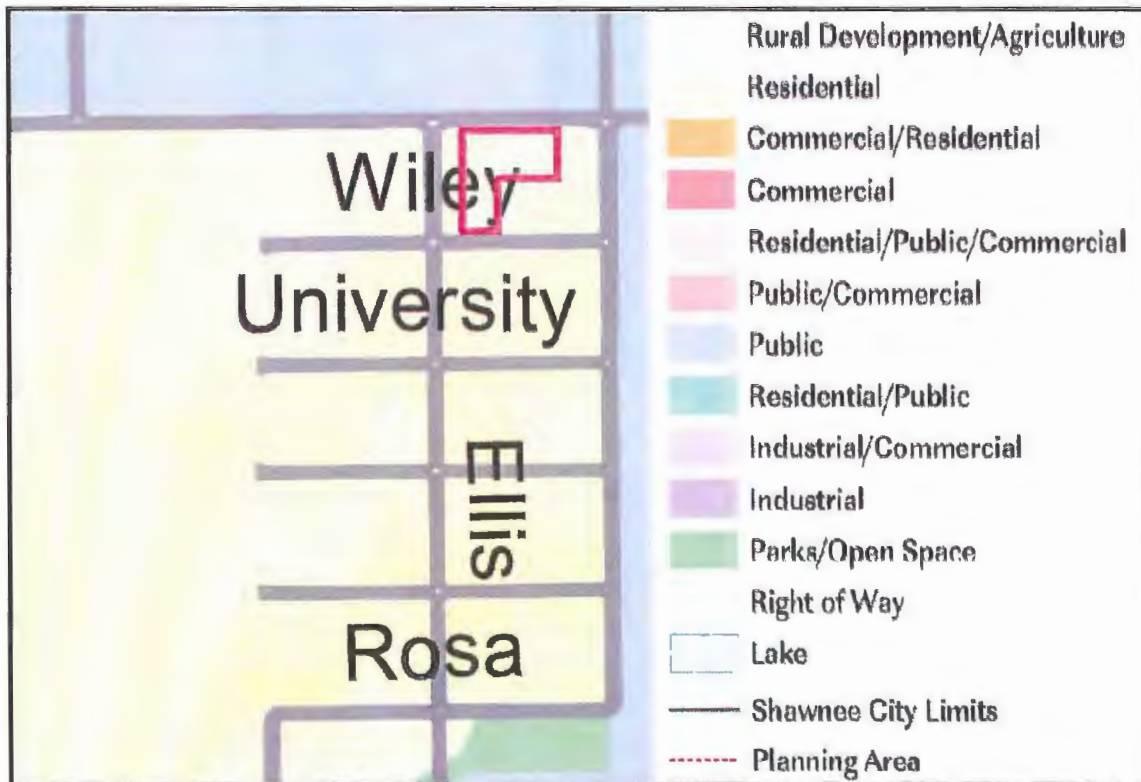


Figure 3: Future Land Use Map – approximate total area outlined in red.

CITY OF SHAWNEE  
222 N. BROADWAY  
SHAWNEE, OK 74801

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

**PLANNING COMMISSION APPLICATION**  
PROJECT NO. 44478 CASE NO. P02-15

**REQUEST:**

Rezoning \_\_\_\_\_ Rezoning w/Conditional Use Permit \_\_\_\_\_ Conditional Use Permit \_\_\_\_\_  
Planned Unit Development X

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

PROPERTY LOCATION (STREET ADDRESS): Midblock N. MacArthur between Lead Ellis

LEGAL DESCRIPTION: Lots 8, 9, 10, & 13, Block 1 Golden Acres Addition to City of Shawnee

PROPERTY OWNER (S): Marical Brothers Real Estate LLC

PROPERTY AGENT (APPLICANT): Julie Landes / The Landrun Group, LLC

APPLICANT'S ADDRESS: PO Box 1584

CITY: Shawnee STATE OK ZIP 74801-1584

EMAIL ADDRESS: ~~(405) 273-4222~~ jlandes@landrungroup.com

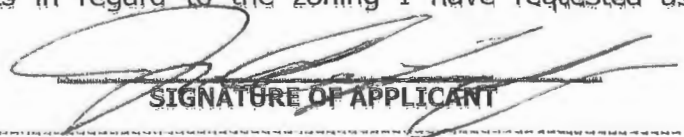
TELEPHONE NUMBER: (405) 273-4222 CONTACT NUMBER: (405) 397-6730

DIMENSIONS OF PROPERTY: AREA 1.67 acres WIDTH 275' & 100'  
LENGTH 392' & 193' FRONTAGE 375 feet

CURRENT ZONING: R-1 CURRENT USE: Residential

PROPOSED ZONING: PUD PROPOSED USE: Residential

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

  
SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 30<sup>th</sup> day of December 20 14.

Cheryle Remon  
PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00  
RECEIPT NO. OK093412

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 #P02-15

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on an application for approval of a Planned Unit Development, which is a special zoning district, on property located within the City of Shawnee.

The applicant requests a Planned Unit Development for the following described property:

Lot Eight (8), Nine (9), Ten (10), and Thirteen (13) in Block One (1), GOLDEN ACRES ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

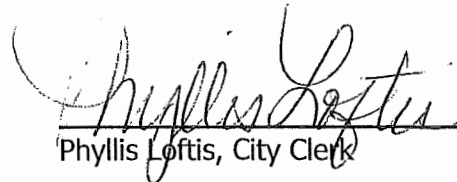
General Location Known As:	<u>West MacArthur between Leo St. and Ellis Dr.</u>
Current Zoning Classification:	<u>R-1; Single Family Residential</u>
Requested Zoning Classification:	<u>Planned Unit Development "PUD"</u>
Proposed Use of Property:	<u>Multi-Family Residential</u>
Applicant:	<u>The Landrun Group LLC</u>

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

February 4 <sup>th</sup> , 2015 AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
February 17 <sup>th</sup> , 2015 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 Planned Unit Development. The Commission reserves the right to limit discussion and debate on the proposed Planned Unit Development in the public hearing, in which event those persons appearing in support or opposition of the proposed Planned Unit Development 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 12<sup>th</sup> day of January, 2015.

  
\_\_\_\_\_  
Phyllis Loftis, City Clerk



PRELIMINARY PLAT APPLICATION FOR THE CITY OF SHAWNEE

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call 878-1665 with any questions.

APPLICANT The LandRun Group, LLC  
APPLICANT ADDRESS PO Box 1584, Shawnee, OK 74802-1584  
APPLICANT PHONE NUMBERS (405) 273-4222  
EMAIL ADDRESS landrunglegroup@landrunglegroup.com  
NAME OF PLAT Golden Acres Cottages 2  
LOCATION Midblock on West MacArthur between Leo Street & Ellis Drive  
NUMBER OF ACRES 1.67 NUMBER OF LOTS 3

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 \_\_\_\_\_

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00  
PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 3 \$46.00  
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS \_\_\_\_\_  
TOTAL COST \$1231.00

OWNER/DEVELOPER INFORMATION:

NAME Marical Brother's Real Estate, LLC  
ADDRESS 116759 CR 3520, Ada, OK 74820  
CONTACT NUMBERS (580) 332-3061, (580) 320-3520, (580) 320-3531  
EMAIL ADDRESS luvdiving.marical@gmail.com, jsmarical@gmail.com

PROJECT ENGINEER INFORMATION:

NAME Stephen Landes  
ADDRESS 201 West 9th Street, Shawnee, OK 74801  
CONTACT NUMBERS (405) 273-4222  
EMAIL ADDRESS slandes@landrunglegroup.com

FOR STAFF USE ONLY

PROJECT NUMBER: 141480 CASE NUMBER: 201-15

DATE: 12-30-14 AMOUNT PAID: \$23100 RECEIPT NO. 01693412

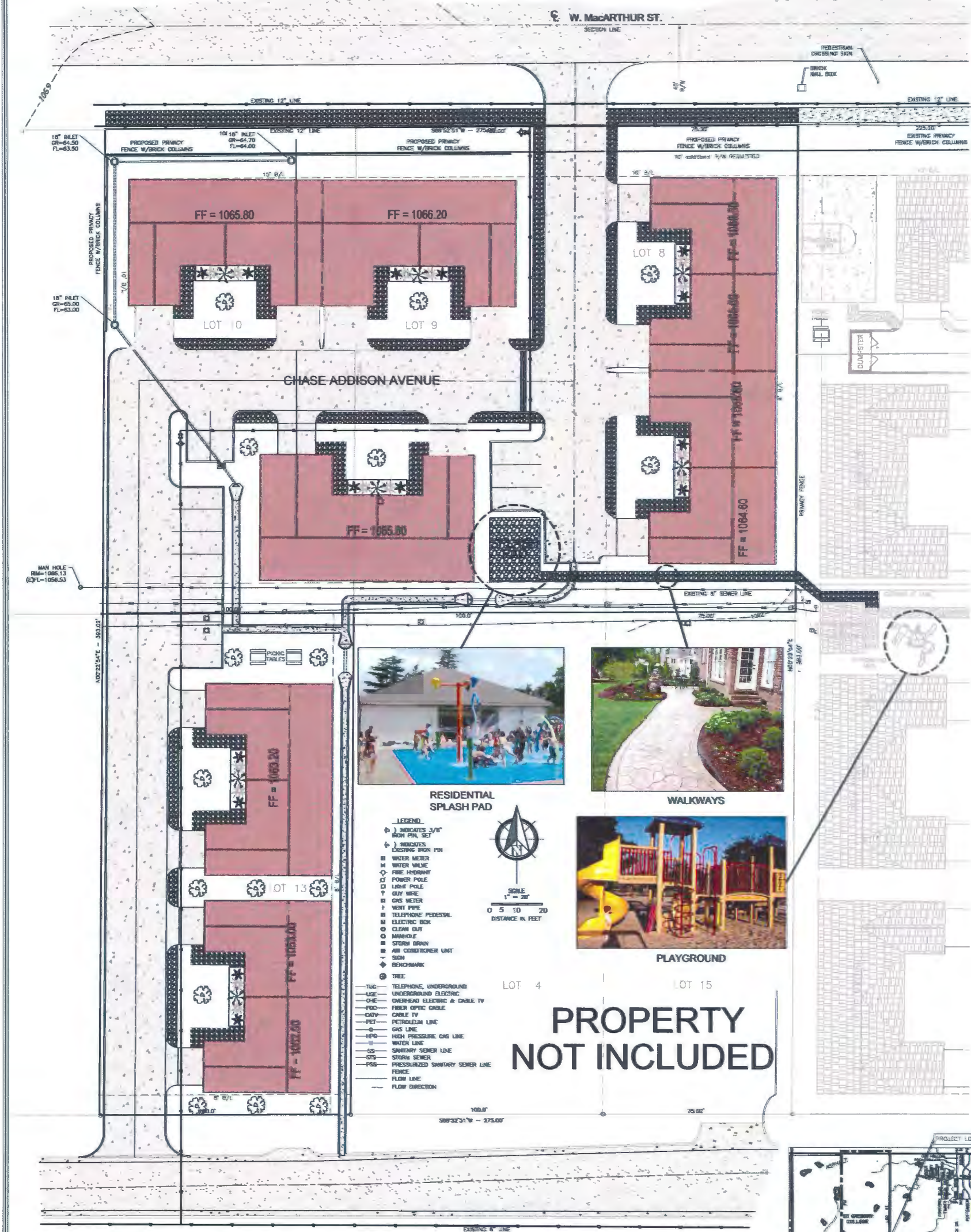
**AGENDA  
CITY OF SHAWNEE  
PLANNING COMMISSION  
FEBRUARY 4<sup>TH</sup>, 2015 AT 1:30 P.M.  
COMMISSION CHAMBERS  
CITY HALL, 16 W 9<sup>TH</sup> ST**

- 1)** Roll Call
  
- 2)** Consideration of approval of the minutes from the November 5<sup>th</sup>, 2014 Planning Commission meeting.
  
- 3)** Citizens' Participation  
(A three minute limit per person)  
(A twelve minute limit per topic)
  
- 4)** Case #P02-15 - A public hearing for consideration of approval of a Planned Unit Development located on West MacArthur Street between Leo Street & Ellis Drive, Shawnee, OK.  
Applicant: The Landrun Group LLC
  
- 5)** Case #S01-15 – Consideration of approval of a Preliminary Plat for Golden Acres Cottages II, located on West MacArthur Street between Leo Street & Ellis Drive, Shawnee, OK.  
Applicant: The Landrun Goup LLC
  
- 6)** Planning Director's Report.
  
- 7)** Commissioners Comments and/ or New Business.
  
- 8)** Adjournment.



# MASTER PLAN EXHIBIT A GOLDEN ACRES COTTAGES II SHAWNEE, OKLAHOMA

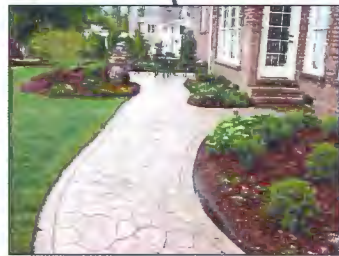
W. MacARTHUR ST.  
SECTION LINE



**EXHIBIT  
2**



**RESIDENTIAL  
SPLASH PAD**



**WALKWAYS**

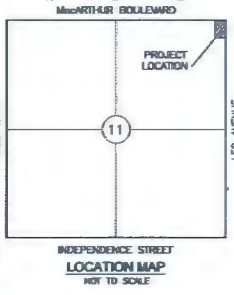


**PLAYGROUND**

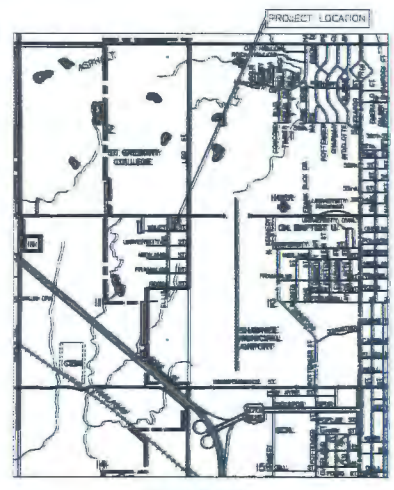
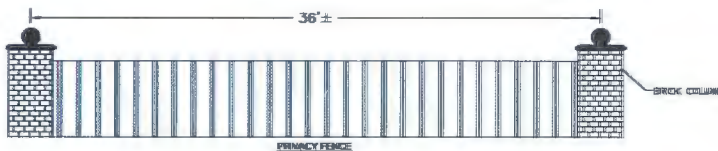
- LEGEND**
- ⊕ INDICATES 3/4" IRON PIN SET
  - ⊕ INDICATES EXISTING IRON PIN
  - ⊕ WATER METER
  - ⊕ WATER VALVE
  - ⊕ FIRE HYDRANT
  - ⊕ POWER POLE
  - ⊕ LIGHT POLE
  - ⊕ GUY WIRE
  - ⊕ GAS METER
  - ⊕ NEST PIPE
  - ⊕ TELEPHONE PEDESTAL
  - ⊕ ELECTRIC BOX
  - ⊕ CLOSURE CAP
  - ⊕ MANHOLE
  - ⊕ STORM DRAIN
  - ⊕ AIR CONDITIONER UNIT
  - ⊕ SIGN
  - ⊕ BENCHMARK
  - ⊕ TREE
  - TELEPHONE UNDERGROUND
  - UNDERGROUND ELECTRIC
  - OVERHEAD ELECTRIC & CABLE TV
  - FIBER OPTIC CABLE
  - CABLE TV
  - PETROLEUM LINE
  - GAS LINE
  - HIGH PRESSURE GAS LINE
  - WATER LINE
  - SANITARY SEWER LINE
  - STORM SEWER
  - PRESSURIZED SANITARY SEWER LINE
  - FENCE
  - FLOW LINE
  - FLOW DIRECTION



PROPERTY  
NOT INCLUDED



**LEGAL DESCRIPTION:**  
LOTS EIGHT (8), NINE (9), TEN (10), AND THIRTEEN (13), BLOCK ONE (1), GOLDEN ACRES ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.



Revisions		
No.	Date	Desc.

**STEPHEN T. LANDES**  
P.E. 19539

11/5/14  
Date

**THE LANDRUN GROUP, LLC**  
**LandRun Engineering, LLC**  
201 W. 9th \* P.O. BOX 1584  
Shawnee, OK 74802-1584  
(405) 273-4222 CA# 6182 Exp. 6-30-2015  
E-mail: slandes@landrungle.com

Client: **MARICAL BROTHERS REAL ESTATE, LLC**  
Project: **HOUSING DEVELOPEMENT**  
Sheet No: **EXHIBIT A - PRELIMINARY MASTER PLAN**

Design: stl	Check: stl	Date: 10/10/14	Sheet: 1 of 3
-------------	------------	----------------	---------------





OWNERSHIP LIST

ORDER NO. 1993808

DATE PREPARED: January 8, 2015  
EFFECTIVE DATE: December 29, 2014 at 7:30 AM

OWNER	LOT	BLK	ADDITION
MARICAL BROTHERS REAL ESTATE 16759 CR 3520 RD ADA, OK 74820	13	1	GOLDEN ACRES
MARICAL BROTHERS REAL ESTATE 16759 CR 3520 RD ADA, OK 74820	10	1	GOLDEN ACRES
MARICAL BROTHERS REAL ESTATE 16759 CR 3520 RD ADA, OK 74820	9	1	GOLDEN ACRES
MARICAL BROTHERS REAL ESTATE 16759 CR 3520 RD ADA, OK 74820	8	1	GOLDEN ACRES
BENJAMIN T LINCOLN 1724 W WILEY SHAWNEE, OK 74804	15	1	GOLDEN ACRES
HOUSING AUTHORITY OF THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA PO BOX 425 SHAWNEE, OK 74801	14	1	GOLDEN ACRES
VICTOR MARJO 2507 N ELLIS SHAWNEE, OK 74804	N100FT LOT 12	1	GOLDEN ACRES
HOUSING AUTHORITY OF THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA PO BOX 425 SHAWNEE, OK 74801	S100FT LOT 12	1	GOLDEN ACRES
SHARON ANN AUTREY 2901 FRANKLIN DR SHAWNEE, OK 74804	11	1	GOLDEN ACRES
MARICAL BROTHERS REAL ESTATE 16759 CR 3520 RD ADA, OK 74820	LOTS 1 THRU 7 & 16 THRU 21	1	GOLDEN ACRES
JANETTE M PASIENSKI 2508 ELLIS DR SHAWNEE, OK 74804	12, 13 & 14	2	GOLDEN ACRES
RESIDENTIAL MORTGAGE ACCEPT CO PO BOX 1244 SHAWNEE, OK 74802-1244	1	2	GOLDEN ACRES
MONTE DEL & LORI CHANCELLOR JEAN CRANFORD PO BOX 396 NEWALL, OK 74857	2	2	GOLDEN ACRES
MARY FACTOR 1724 W UNIVERSITY SHAWNEE, OK 74804	14	4	GOLDEN ACRES

JACK D JR & TONYA C SIMPSON 1726 W UNIVERSITY SHAWNEE, OK 74804	13	4	GOLDEN ACRES
BRADD L & TAMARA C RICE 1730 W UNIVERSITY SHAWNEE, OK 74804	12	4	GOLDEN ACRES
HOUSING AUTHORITY OF THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA PO BOX 425 SHAWNEE, OK 74801	S75FT LOT 11	4	GOLDEN ACRES
MARIA SALAZAR 1738 W UNIVERSITY SHAWNEE, OK 74804	S75FT LOT 10	4	GOLDEN ACRES
NORMA E GWIN LIFE ESTATE ANITA L & DENNIS L TROUT LIFE ESTATE 2400 ELLIS DR SHAWNEE, OK 74804		4	GOLDEN ACRES LOTS 10 & 11 LESS S75FT LOTS 10 & 11
JO ANN HOBBS 2008 REVOC TRUST 1735 W WILEY SHAWNEE, OK 74804	S65FT LOT 9	4	GOLDEN ACRES
DON ALLEN BOHANNON 1745 W WILEY SHAWNEE, OK 74804		4	GOLDEN ACRES LOT 9 LESS S65FT
JO ANN HOBBS 2008 REVOC TRUST 1735 W WILEY SHAWNEE, OK 74804	8	4	GOLDEN ACRES
RONALD & LINDA LOU BALDRIDGE 1729 W WILEY SHAWNEE, OK 74804	7	4	GOLDEN ACRES
CARL & MARY CLARK 1727 W WILEY SHAWNEE, OK 74804	W50FT LOT 6	4	GOLDEN ACRES
NORMA COOK 463 E SOUTH ST LONG BEACH, CA 90805		4	GOLDEN ACRES W25FT LOT 5 & E25FT LOT 6
ROSA M TORRES 1723 W WILEY SHAWNEE, OK 74804	E50FT LOT 5	4	GOLDEN ACRES
KEITH & STACY BONNER 17701 SOUTH ROCK CREEK RD SHAWNEE, OK 74801	2	4	GOLDEN ACRES
LYNOL & PARICIA MULLENS 2512 N LEO SHAWNEE, OK 74804	1	4	GOLDEN ACRES
DEAN & DONNA SHEEHAN 2416 N ELLIS SHAWNEE, OK 74801	S90FT N100FT LOT 14	3	GOLDEN ACRES
ROBERT N & DONNA HALE 2418 ELLIS DR SHAWNEE, OK 74804		3	GOLDEN ACRES S58FT LOT 1 & S50FT LOT 2 & S50FT LOT 3
GO PRO LLC 655 N BDWY SHAWNEE, OK 74801		3	GOLDEN ACRES N142FT LOT 1 & N150FT LOT 2

CITY OF SHAWNEE PO BOX 1448 SHAWNEE, OK 74802-1448		BLKS 6 THRU 26	UNIVERSITY GROUNDS
BENEDICTINE FATHERS 1900 WEST MACARTHUR STREET SHAWNEE, OK 74804	3 THRU 46	69	COLLEGE HEIGHTS
BENEDICTINE FATHERS OF SACRED HEART MISSION INC PO BOX 1117 SHAWNEE, OK 74802-1117	13 & 14	70	COLLEGE HEIGHTS
BENEDICTINE FATHERS 1900 WEST MACARTHUR STREET SHAWNEE, OK 74804	1 THRU 12 & 15 THRU 46	70	COLLEGE HEIGHTS
ST ANTHONY SHAWNEE HOSPITAL INC 1000 N LEE OKLAHOMA CITY, OK 73102			BENEDICTINE HGTS. BEG 657.96'W & 33'N SE/C SW/4 OF SEC 1 T10N R3E N2621.87' TO THE N LINE OF SW/4 E661' S23 12.12' W375.92' S310' W282.08' POB LESS 12.35AC PLATTED INTO UNITY MEDICAL PLAZA ADD(2009-2261) 24.58 Acres

CITY OF SHAWNEE  
PUBLIC HEARING NOTICE  
CASE #P02-15

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on an application for approval of a Planned Unit Development, which is a special zoning district, on property located within the City of Shawnee.

The applicant requests a Planned Unit Development for the following described property:

Lot Eight (8), Nine (9), Ten (10), and Thirteen (13) in Block One (1), GOLDEN ACRES ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

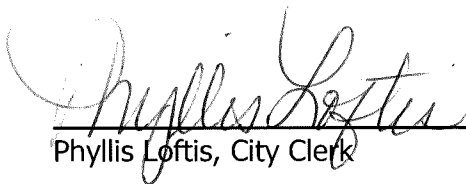
General Location Known As:	<u>West MacArthur between Leo St. and Ellis Dr.</u>
Current Zoning Classification:	<u>R-1; Single Family Residential</u>
Requested Zoning Classification:	<u>Planned Unit Development "PUD"</u>
Proposed Use of Property:	<u>Multi-Family Residential</u>
Applicant:	<u>The Landrun Group LLC</u>

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

February 4 <sup>th</sup> , 2015 AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
February 17 <sup>th</sup> , 2015 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 Planned Unit Development. The Commission reserves the right to limit discussion and debate on the proposed Planned Unit Development in the public hearing, in which event those persons appearing in support or opposition of the proposed Planned Unit Development 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.

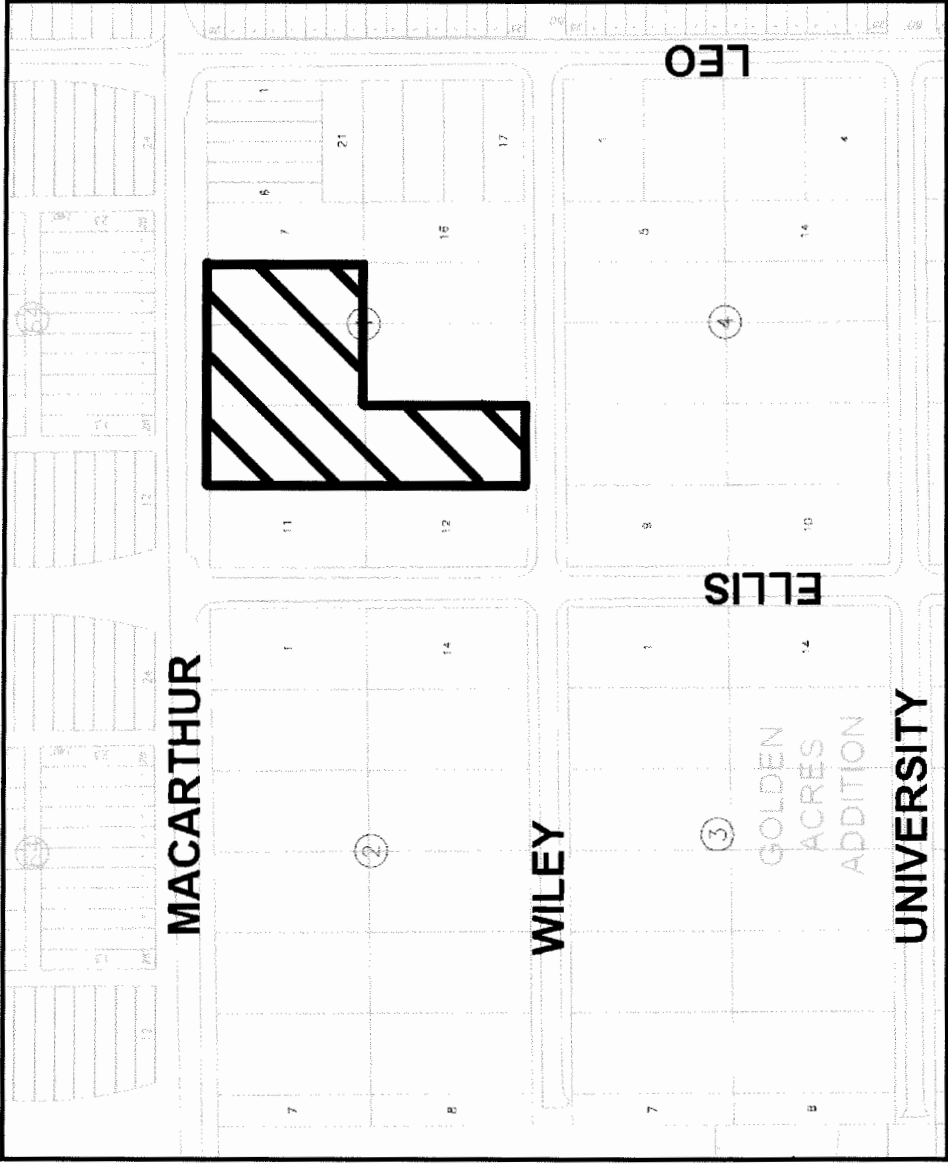
Witness my hand this 12<sup>th</sup> day of January, 2015.

  
\_\_\_\_\_  
Phyllis Loftis, City Clerk



Location Map

Case P02-15



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, FROM R-1 TO PUD; PLANNED UNIT DEVELOPMENT AS DESCRIBED BELOW, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE, ACCORDINGLY.

To-wit: West MacArthur Street between Leo Street and Ellis Drive  
Shawnee, Oklahoma  
LEGAL DESCRIPTION

Lots Eight (8), Nine (9), Ten (10), and Thirteen (13) in Block One (1), GOLDEN ACRES ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

WHEREAS, pursuant to notice duly given as required by law, a public hearing was conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 17<sup>th</sup> day of February, 2015 upon an application to rezone certain property located in the City of Shawnee, Oklahoma from R-1; Single Family Residential to P.U.D; Planned Unit Development.

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

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

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

Section 1: That the following described property located within the corporate limits of the City of Shawnee, Oklahoma,

To-wit: West MacArthur Street between Leo Street and Ellis Drive  
Shawnee, Oklahoma  
LEGAL DESCRIPTION

Lots Eight (8), Nine (9), Ten (10), and Thirteen (13) in Block One (1), GOLDEN ACRES ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

be hereby rezoned P.U.D. Planned Unit Development District.

PASSED AND APPROVED this 17th day of February, 2015.

\_\_\_\_\_  
WES MAINORD, MAYOR

(SEAL)

ATTEST:

\_\_\_\_\_  
PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 17<sup>th</sup> day of February, 2015.

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MARY ANN KARNs  
CITY ATTORNEY

**Regular Board of Commissioners**

**9.**

**Meeting Date:** 02/17/2015

Golden Acres Cottages Prel Plat

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Consider approval of a Preliminary Plat for Golden Acres Cottages II located on West MacArthur Street between Leo Street and Ellis Drive.

Case No. S01-15; Applicant: The Land Run Group, LLC

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Attachments

Golden Acres Prel Plat



**RECOMMENDATION TO:**

MAYOR  
BOARD OF CITY COMMISSIONERS  
CITY OF SHAWNEE

**RECOMMENDATION FROM:**

CITY OF SHAWNEE  
PLANNING COMMISSION

**SUBJECT:**

APPLICANT: The Landrun Group LLC  
FOR: Golden Acres Cottages II Preliminary Plat  
LOCATION: West MacArthur St. between Leo St & Ellis Dr.  
PROJECT NUMBER #141480 CASE NUMBER# S01-15

PLANNING COMMISSION MEETING DATE: February 4<sup>th</sup>, 2015

PLANNING COMMISSION RECOMMENDATION: Motion carries with six staff conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. Limits-of-no-access shall be required along MacArthur Street.
3. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
4. Approval of the following deviations:
  - a. The inclusion of two (2) monument signs not to exceed 18 square feet, located at each entrance. According to Section 3-84.B. of the Shawnee Sign Code, multi-family residential sites under five (5) acres in size are allowed one (1) ground sign, not to exceed twenty 20 square feet.
5. A Sight-proof fence shall be required along the entire western extent of the property.
6. All other applicable City standards apply.

**VOTE OF THE PLANNING COMMISSION:**

***MEMBERS PRESENT: 6***

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

RESPECTFULLY SUBMITTED,  
*Cheyenne Lincoln*  
SECRETARY, PLANNING COMMISSION

**ACTION BY CITY COMMISSION:**

PUBLIC HEARING SET: \_\_\_\_\_

DATE OF ACTION: \_\_\_\_\_

ADOPTED \_\_\_\_\_ DENIED \_\_\_\_\_

**Regular Board of Commissioners**

**10.**

**Meeting Date:** 02/17/2015

Love Law Firm Contract

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Discussion, consideration and possible action to confirm agreement for legal services with the Love Law firm.

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Attachments

Love Contract

## CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this \_\_\_ day of February, 2015, by and between the City of Shawnee, a municipal corporation ("City), and the Love Law Firm (Attorney).

In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

### I. RETENTION OF PROFESSIONAL SERVICES:

City does hereby retain Attorney to perform certain legal services as may be requested from time to time including, but not limited to, services in connection with personnel matters and in connection with collective bargaining, grievance arbitration and interest arbitration with the IUPA, Local No. 3 and/or the IAFF, Local No. 1628. Legal services will be performed solely at the request of the City. Attorney agrees to provide City, upon request, with proof of malpractice insurance coverage in an amount of no less than one million dollars (\$1,000,000.00).

### 2. COMPENSATION:

City will compensate Attorney for services rendered at the rate of \$140.00 per hour. City will also reimburse Attorney for all reasonable costs and expenses advanced in connection with the representation. Such costs and expenses may include, but not be limited to, mileage (at the existing IRS rate), postage, long distance telephone calls, court costs, court reporter fees, arbitrator fees, deposition and hearing transcript costs, and witness fees.

Attorney agrees to invoice the City on a periodic basis for all services rendered and costs and expenses advanced. The invoices will identify the person or persons performing the service, the time expended in increments of six (6) minutes and a brief statement of the services performed.

### 3. EMPLOYMENT OF EXPERTS:

In the event that Attorney determines that it is advisable to retain the services of one or more expert witness or investigator to assist in a particular matter, Attorney will consult with City regarding such employment prior to the time that the individual or company is retained.

### 4. WITHDRAWAL OF ATTORNEY:

Attorney retains the right to withdraw from representation of City at any time after reasonable notice to the City. In that event, Attorney will be entitled to recover all attorney fees, plus reimbursement of all costs and expenses, incurred as of the date of the withdrawal. Upon withdrawal, Attorney will take steps to the extent reasonably practical to protect the interests of the City. At the request of the City, Attorney will provide City, or legal counsel designated by the City, with files related to any pending representation.

5. DISCHARGE OF ATTORNEY:

City retains the right, at any time and for any reason, to discharge the Attorney. In the event the City discharges the Attorney, Attorney will be entitled to recover all attorney fees incurred, plus reimbursement for cost and expenses advanced, up to the date of discharge. At the request of the City, Attorney will provide City with files related to any pending representation as of the date of the discharge.

6. CONCLUSION OF ALL REPRESENTATION:

Upon the conclusion of all representation of the City for whatever reason, Attorney will provide City with a written statement setting forth the status of all pending matters and will provide a final statement for services rendered and costs and expenses advanced.

7. INDEPENDENT CONTRACTOR:

Attorney is an independent contractor and not an employee of the City.

Dated this \_\_\_\_ day of February, 2015

ATTEST:

CITY OF SHAWNEE, a municipal corporation

(SEAL)

\_\_\_\_\_  
PHYLLIS LOFTIS, CMC  
CITY CLERK

By:\_\_\_\_\_  
WES MAINORD  
MAYOR

LOVE LAW FIRM

By:\_\_\_\_\_  
Margaret McMorrow-Love, OBA #5538  
228 Robert S. Kerr Ave., Suite 540  
Oklahoma City, Oklahoma 73102  
(405) 235-3848  
Fax: (405) 235-3863  
E-mail: [mcmorrowlove@sbcglobal.net](mailto:mcmorrowlove@sbcglobal.net)

APPROVED AS TO FORM AND LEGALITY THIS            day of FEBRUARY, 2014.

By: \_\_\_\_\_

Mary Ann Karns

City Attorney

**Regular Board of Commissioners**

**11.**

**Meeting Date:** 02/17/2015

Citizens Participation Ord

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Discussion, consideration and possible action on an ordinance relating to Citizen Participation.

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Attachments

Citizens Part Memo

Citizens Part Ord

**Mayor**  
**WES MAINORD**



**LINDA AGEE, COMMISSIONER**

## **The City of Shawnee**

16 W. 9<sup>th</sup> St.  
P.O. Box 1448  
Shawnee, Oklahoma 74802-1448  
Tel: (405) 878-1601  
Fax: (405) 878-1571

## **Commissioners**

**GARY VOGEL**  
**LINDA AGEE**  
**JAMES HARROD**  
**KEITH HALL**  
**LESA SHAW**  
**MICHEAL DYKSTRA**

February 17, 2015

### **MEMORANDUM**

To: City of Shawnee Commissioners

After the discussion of the Citizen Participation ordinance at our retreat, the City Attorney and I made a few additional changes to address concerns voiced by some commission members. The revised version was submitted to you for review and suggested changes were incorporated into the final version. The changes are highlighted in green.

I believe that with this ordinance, we will have a documented procedure that will allow citizen comments during our meetings with respect for all parties and an orderly meeting for the Commission.

Sincerely,

Linda Agee, Commissioner

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 1 OF THE SHAWNEE MUNICIPAL CODE BY ENACTING A NEW SECTION PROVIDING FOR CITIZEN PARTICIPATION AT CITY COMMISSION MEETINGS, PROVIDING FOR REPEAL, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Shawnee seeks to establish fair, reasonable, and efficient guidelines for maintaining order and promoting effective public participation at City Commission meetings; and

**WHEREAS**, The City of Shawnee encourages participation from its citizens in public meetings;

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

**Section 1.** The Shawnee Municipal Code is amended by a new section to read as follows: It is the intent and purpose of the City of Shawnee by adoption of this ordinance to ensure that persons desiring to address the City Commission on matters pertaining to public business are afforded an opportunity to do so.

At every regular City Commission meeting, a time for Citizen Participation shall be placed on the agenda just before Commissioners Comments and before the Commission takes up its regular business. Citizen Participation shall be limited to that portion of the meeting except when related to Public Hearings.

Citizen comments are limited to **3 minutes per individual**, 12 minutes per topic and 24 minutes per meeting unless an extension is proposed by a commission member and approved by a majority of Commission members.

Citizens wishing to address the City Commission in accordance with this ordinance shall abide by the following rules:

- 1) Stand and be recognized by the Mayor or Presiding Officer.
- 2) Approach the podium, state name, and sign the sign-in sheet.
- 3) Distribute any handouts to the City Commission and City Clerk.
- 4) Restrict comments to **city** business, whether or not on the agenda. Speaking for or against candidates for public office, issues on a ballot pending an election, **personnel issues**, and city business involving arbitration or litigation are prohibited.
- 5) State whether speaking as an individual or for a group or organization.
- 6) Address comments to the Commission as a body, not to any member thereof.
- 7) Address questions to the Mayor or Presiding Officer.
- 8) Speak respectfully. Profanity and personal attacks will not be tolerated.

City Commission members shall not enter into a dialogue with the speaker during the speaker's allotted time except to ask for clarification. After the speaker leaves the podium and before the next speaker is called, commissioners may respond to speaker's comments, subject to rules of the Oklahoma Open Meeting Act.

The City Commission will take no action on matters presented during Citizens Participation. **If the item is elsewhere on the agenda, it will be addressed by the Commission at that time.** Questions may be referred to the City Manager for an answer, or the matter may be placed on a future meeting agenda.

Speakers may not speak with Commission members after leaving the podium and may not speak from their seat unless called upon by the Mayor or Presiding Officer.

If any citizen violates these rules, the Mayor may declare the speaker out of order and retake the floor. If the speaker does not comply, they may be asked to leave or if necessary, escorted from the meeting.



**Section 2. REPEALER.** All ordinances in conflict herewith are hereby repealed.

**Section 3. CODIFICATION.** This ordinance shall be codified in Chapter Two, Article II, Division 1 of the Shawnee Municipal code with a section number set by the codifier.

**Section 4. SEVERABILITY.** If any part, article, section, or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of this ordinance, notwithstanding such holding.

**Section 5. EMERGENCY.** It being immediately necessary for the preservation of the public peace, health, safety, and welfare of the City of Shawnee and the inhabitants thereof that this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of February, 2015.

\_\_\_\_\_  
WES MAINORD, MAYOR

ATTEST:

(SEAL)

\_\_\_\_\_  
PHYLLIS LOFTIS, CMC, CITY CLERK

Emergency separately approved this \_\_\_\_ day of February, 2015:

\_\_\_\_\_  
WES MAINORD, MAYOR

ATTEST:

(SEAL)

\_\_\_\_\_  
PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this \_\_\_\_\_ day of February, 2015.

\_\_\_\_\_  
MARY ANN KARNES  
CITY ATTORNEY

**Regular Board of Commissioners**

**12.**

**Meeting Date:** 02/17/2015

Sales Tax

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledge Sales Tax Report received February 2015.

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Attachments

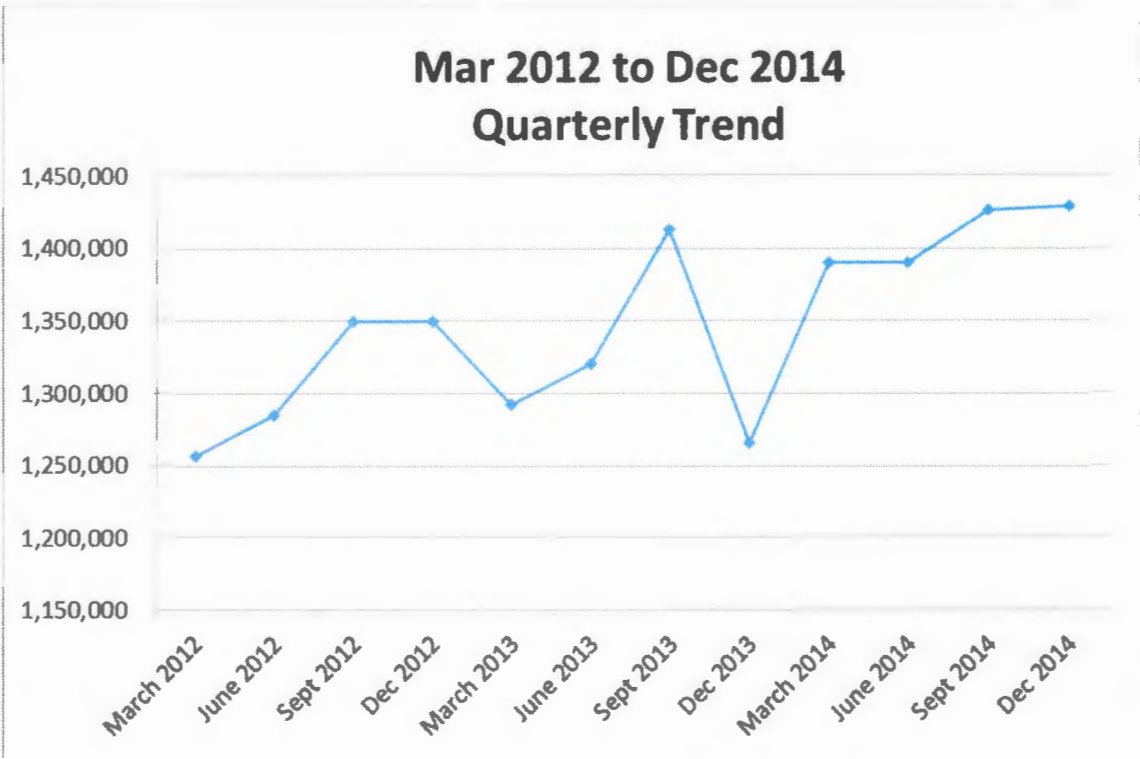
Sales Tax

# City of Shawnee Memorandum

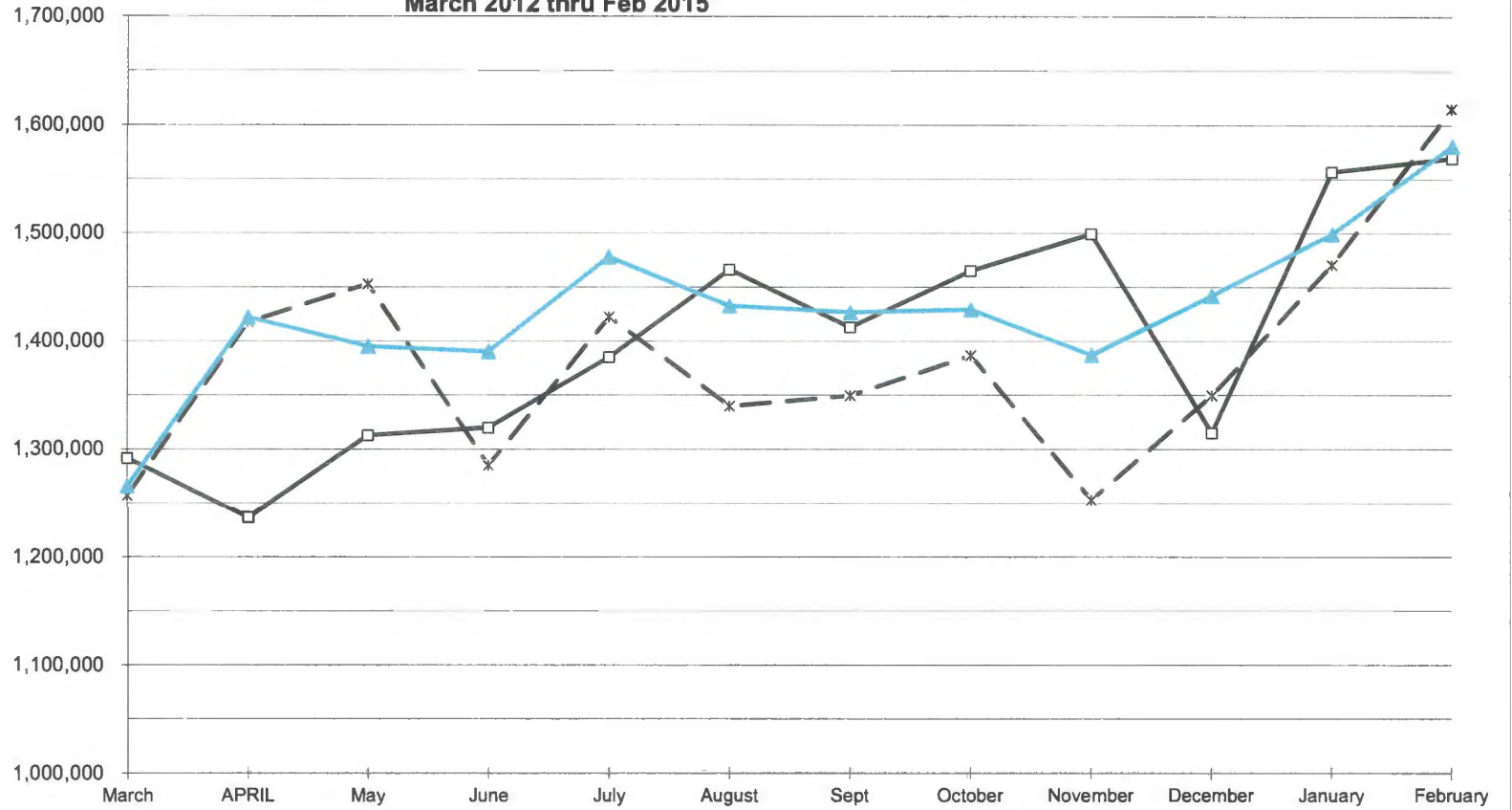


**To:** Mayor and City Commissioners  
**CC:** Justin Erickson, Interim City Manager  
**From:** Cynthia R Sementelli, Finance Director  
**Date:** February 11, 2015  
**Re:** City Sales Tax Report

February Sales Tax collected this month was \$1,580,608 compared to last year's we are up \$11,151 or .71%.



**CITY OF SHAWNEE  
SALES TAX COLLECTION  
March 2012 thru Feb 2015**



	March 2012	March 2013	March 2014	Increase (Decrease)	
	through	through	through	Over Prior Year	
Month	February 2013	February 2014	February 2015	Amount	Percentage
March	1,256,806	1,291,532	1,265,687	(25,845)	(2.00%)
APRIL	1,417,533	1,236,564	1,421,540	184,976	14.96%
May	1,452,759	1,312,710	1,394,972	82,262	6.27%
June	1,284,872	1,319,813	1,390,155	70,342	5.33%
July	1,422,363	1,385,055	1,477,552	92,498	6.68%
August	1,339,539	1,466,250	1,432,227	(34,023)	(2.32%)
Sept	1,349,282	1,412,708	1,426,359	13,651	0.97%
October	1,386,657	1,465,063	1,428,921	(36,142)	(2.47%)
November	1,253,140	1,499,183	1,386,855	(112,328)	(7.49%)
December	1,349,459	1,315,025	1,441,774	126,749	9.64%
January	1,470,565	1,556,616	1,499,067	(57,550)	(3.70%)
February	1,615,070	1,569,453	1,580,604	11,151	0.71%
Total	16,598,046	16,829,971	17,145,712	315,741	1.88%
		Prior Year	Current Year	Increase (Decrease)	
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		11,669,352	11,673,359	\$4,006	0.03%
Removed the one time hit in Feb 2013					

**Regular Board of Commissioners**

**15.**

**Meeting Date:** 02/17/2015

Exec Session Real Property

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

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

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**Regular Board of Commissioners**

**16.**

**Meeting Date:** 02/17/2015

Exec Session Real Property

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

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

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