

AGENDA  
BOARD OF CITY COMMISSIONERS  
March 16, 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 Agenda Item No. 12 and Shawnee Municipal Authority Agenda No. 3.
  - b. Minutes from the March 2, 2015 regular meeting.
  - c. Acknowledge the following reports and minutes:
    - License Payment Report for February 2015
    - Project Payment Report for February 2015
    - Shawnee Urban Renewal Authority Minutes from January 6, 2015
  - d. Lake Lease Transfer:

TRANSFERS

- Lot 7 Renfro Tract, 15812 Sleepy Hollow  
From: Lesalee Hinkle  
To: Doddie & Leonard Mosley
  - Lot 12 Magnino Tract A, 17304 Magnino Road  
From: Larry Mitchell & Crystal K. Brown  
To: Larry Mitchell & Matthew Cassell
- e. Acknowledge waiving Sections 8-431 and 8-434 of the Code of the City of Shawnee involving Garage Sale licenses and fees for the days of April 10-12, 2015.
  - f. Acknowledge waiving Sections 8-431 and 8-434 of the Code of the City of Shawnee involving Garage Sale licenses and fees for the days of May 1-2, 2015 for properties located with the boundaries of the Westside Neighborhood Watch.
  - g. Approve recommendation by the Insurance Committee regarding the selection of Insurica as the Insurance Consultant.

- h. Authorize the Shawnee Urban Renewal Authority to purchase a new vehicle from Danny Beck Chevrolet in the amount of \$26,377.00.
  - i. Approve Change Order No. 2 for Dispatch Center City of Shawnee Project.
2. Citizens Participation  
(A three minute limit per person)  
(A twelve minute limit per topic)
  3. Mayor's Proclamation:  
"Arbor Week"  
March 22–28, 2015
  4. Public hearing and consideration of an ordinance to rezone property located north of Wal-Mart on Union Street from A-1; Rural Agricultural District to C-3; Automotive and Commercial District.  
Case No. P01-15; Applicant: Nelmon Brauning
  5. Public hearing and consideration of an ordinance to rezone property located at 1500 East Independence Street from A-1; Rural Agricultural District to R-1; Single Family Residential District.  
Case No. P04-15; Applicant: Landes Engineering LLC
  6. Consider approval of a Preliminary Plat for Tamarack the Village located on the Northeast Corner of Independence and Elm Street.  
Case No. #S04-15; Applicant: Landes Engineering LLC
  7. Consider approval of a Final Plat for Golden Acres Cottages II located on West MacArthur Street between Leo Street and Ellis Drive, Shawnee, Oklahoma.  
Case No. #S02-15; Applicant: The Land Run Group, LLC
  8. Consider approval of a Preliminary Plat for Shawnee Auto Mall Addition located on Shawnee Mall Drive east of Union Street.  
Case No. #S03-15; Applicant: Landes Engineering LLC
  9. Discussion, consideration and possible action of a resolution approving an amended and restated trust indenture for the Oklahoma Municipal Retirement Fund, providing amendments to the trust to authorize daily valuations and daily accounting for assets within the Master Defined Contribution Plans administered by the Oklahoma Municipal Retirement Fund; providing for daily valuation of participant accounts in the Defined Contribution plans administered by Oklahoma Municipal Retirement fund and proving procedures and rules for accounting of such assets; providing for effective date of amended and restated trust indenture and continuing existing trust as amended in full force and effect.
  10. Discussion, consideration and possible action of Visit Shawnee Incorporated (VSI) contract.
  11. Acknowledge Sales Tax Report received March 2015.
  12. Consider Bids:
    - a. Boy Scout Park Splash Pad Project (Open)
    - b. Boy Scout Restroom Project (Open)

c. Auditorium HVAC Design (Open)

13. New Business

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

14. Commissioners Comments

15. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

**Regular Board of Commissioners**

**1. a.**

**Meeting Date:** 03/16/2015

Open Bids

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 12 and Shawnee Municipal Authority Agenda No. 3.

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**Regular Board of Commissioners**

**1. b.**

**Meeting Date:** 03/16/2015

CC Minutes 3-2-2015

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Minutes from the March 2, 2015 regular meeting.

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Attachments

CC Minutes 3-2-2015

**BOARD OF CITY COMMISSIONERS PROCEEDINGS**  
MARCH 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, March 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

Absent  
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: Gary Vogel

INVOCATION

Don Lynch

FLAG SALUTE

Led by Mayor Mainord

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the February 17, 2015 regular meeting.
- b. Authorize staff to solicit Request for Qualifications for engineering of the Municipal Auditorium Heating and Air Conditioning (HVAC) system.
- c. Budget amendment – General Fund  
*Purchase of Property Located at 227 North Broadway, Shawnee, Oklahoma*

d. Lake Lease Renewals:

RENEWALS

- Lot 6 Johnston Tract, 16708 Magnino Road  
Lessee: Kelly & Janita Davis
- Lot 3 Mosler Tract, 16404 Archery Range Road  
Lessee: Link Cowen

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the Agenda Item Nos. 1(a-d). Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 2:

Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

There was no Citizens Participation.

AGENDA ITEM NO. 3:

Presentation by City Manager to Employee of the Month, Jared Cooper, Planning Department.

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

AGENDA ITEM NO. 4:

Mayor's Proclamations:

"Red Cross Month"

March 2015

Red Cross representatives accepted the Mayor's Proclamation for "Red Cross Month" presented by Mayor Mainord.

"Severe Weather Preparedness Week"

March 1-7, 2015

Emergency Management Director Don Lynch accepted the Mayor's Proclamation for "Severe Weather Preparedness Week" presented by Mayor Mainord.

AGENDA ITEM NO. 5:

Discussion, consideration and possible action regarding Oklahoma Gas & Electric's (OG&E) proposal to provide lighting around the Shawnee Airport Trail.

Staff provided a report which noted that the cost to provide lighting around the Shawnee Airport Trail is \$207,000.00. The Avedis Foundation has provided a grant to the City which will cover \$147,000.00 of the cost, with the City providing the remaining amount. There will be a total of 158 fixtures installed.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to accept Oklahoma Gas & Electric's (OG&E) proposal to provide lighting around the Shawnee Airport Trail. Motion carried 6-0.

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

NAY: None

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 Agee thanked those that attended the Downtown Task Force seminar.

The Mayor advised that the parties are still working on the contract with Visit Shawnee Inc.

Vice Mayor Harrod stated that the Shawnee Street Department did a good job clearing the streets during the recent snow storm.

Commissioner Shaw thanked everyone who has been working on the sidewalk on Beard Street.



AGENDA ITEM NO. 8:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:54 p.m.)

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WES MAINORD, MAYOR

ATTEST:

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PHYLLIS LOFTIS, CMC, CITY CLERK

**Regular Board of Commissioners**

**1. c.**

**Meeting Date:** 03/16/2015

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 February 2015
  - Project Payment Report for February 2015
  - Shawnee Urban Renewal Authority Minutes from January 6, 2015
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Attachments

License Report

Project Report

SURA Minutes 1-6-2015

\*\* 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	10		150.00CR		150.00
BEER2	BEER PACKAGE FEE	1		10.00CR		10.00
BOATREG	BOAT REGULAR PERMIT	11		286.00CR		286.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	2		200.00CR		200.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	9		675.00CR		675.00
EXT	EXTERMINATOR LICENSE FEE	1		25.00CR		25.00
FISHANNUAL	FISHING ANNUAL FEE	10		150.00CR		150.00
LAKEINSP	LAKE LEASE INSPECTION	1		75.00CR		75.00
LAKELEASE	LAKE LEASE	9	4,026.12CR			4,026.12
LIQR	RETAIL LIQUOR OCCUPATIONAL TAX	1		600.00CR		600.00
MECH1	MECHANICAL CONTRACTOR INTIAL	2		200.00CR		200.00
MECH2	MECHANICAL CONTRACTOR RENEW	6		450.00CR		450.00
PLUM1	PLUMBING CONTRACTOR INITIAL	3		300.00CR		300.00
PLUM2	PLUMBING CONTRACTOR RENEW	8		600.00CR		600.00
REFUND	REFUND	1		607.88CR		607.88
RESAL	RESIDENTIAL SALE	19		190.00CR		190.00
SIGN	SIGN HANGERS LICENSE FEE	7		375.00CR		375.00
STORM	STORM CELLAR LICENSE FEE	4		300.00CR		300.00
TREE	TREE TRIMMING LICENSE FEE	4		100.00CR		100.00
TOTAL				9,470.00CR		9,470.00

\*\* SEGMENT CODE TOTALS \*\*

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	1,756.19CR
B3-REMODEL	BUILDING CONSTRUCTION REM	495.95CR
B4-CARPORT	BUILDING CARPORT	29.50CR
B4-SHELTER	BUILDING SHELTER	590.00CR
B4-STORAGE	BUILDING STORAGE SHED	341.20CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	167.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	441.50CR
P3-REMODEL	PLUMBING REMODEL	717.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	50.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	25.00CR
X-DEMO	DEMOLITION PERMIT	50.00CR
X-PLATREV	PLAT REVIEW PRELIM	537.00CR
X-SIGN	SIGN PERMIT	500.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	103.50CR
Z-OCCUP	OCCUPANCY PERMIT	150.00CR
Z-REZONCUP	REZONE W/ C U P	280.00CR
TOTAL		6,233.84CR

\*\* GENERAL LEDGER DISTRIBUTION \*\*

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	288.00CR
001-4202	BUILDING PERMITS	2,577.84CR
001-4203	PLUMBING PERMITS	800.00CR
001-4204	ELECTRICAL PERMITS	140.00CR
001-4205	ZONING PERMITS & APPLICATIONS	817.00CR
001-4206	HEATING & A/C PERMITS	410.00CR
001-4249	OTHER PERMITS	790.00CR
001-4822	OTHER MISC. REVENUE	36.00CR
101-4249	OTHER PERMITS	75.00CR
501-4510	WATER TAPS	300.00CR
799-1023	BANCFIRST GENERAL	6,233.84

# **SHAWNEE URBAN RENEWAL AUTHORITY**

## **MINUTES OF JANUARY 6, 2015**

The Board of Commissioners of the *Shawnee Urban Renewal Authority* met for a regular meeting Tuesday, January 6, 2015 at 9:00 a.m. in the 4<sup>th</sup> Floor Conference Room, Masonic Building, 23 E. 9<sup>th</sup>, Room 440, Shawnee, Oklahoma.

**Chairman Stephen Rice** called the meeting to order at 9:01 a.m.

### **AGENDA ITEM NO. 2**

#### **ROLL CALL:**

Roll call was taken showing the following members present:

Chairman	Stephen Rice
Commissioner	Tiffany Barrett
Commissioner	Monte Cockings
Commissioner	Ron Henderson

Absent: Commissioner Wayne Jackson

Also present:

Justin Erickson, Program Director  
Mike Wolf, Program Manager, SURA  
Karen Drain, Secretary, SURA  
Bryan Logan, Rehab Specialist, SURA  
Elaine Shrum, Administrative Specialist, SURA

A quorum was declared.

### **AGENDA ITEM NO. 3**

#### **APPROVAL OF MINUTES:**

A motion to approve the minutes of November 4, 2014 was made by **Commissioner Cockings** seconded by **Commissioner Barrett**. Motion carried with no abstentions.

VOTING YES: Rice, Barrett, Cockings, and Henderson  
VOTING NO: None

**AGENDA ITEM NO. 4  
APPROVAL OF CLAIMS:**

A motion to approve claims totaling \$ 18,668.28 was made by **Commissioner Henderson**, seconded by **Commissioner Cockings** Motion carried with no abstentions.

VOTING YES: Rice, Barrett, Cockings and Henderson  
VOTING NO: None

**AGENDA ITEM NO. 5  
REQUEST FOR ASSISTANCE:**

**Mike Wolf, Program Manager** reported on the following request for assistance:

- a) Emergency Assistance: Lissa Reed, 139 N. Center

Ms. Reed is 52 years old and income qualified. She has owned her home for 4 years. She needs a an electrical re-wire.

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

VOTING YES: Rice, Barrett, Cockings and Henderson  
VOTING NO: None

**AGENDA ITEM NO. 6  
REQUEST FOR APPROVAL:**

**Mike Wolf, Program Manager** addressed the following requests:

- a) SURA Policies and Procedures

Due to a decrease in funding, SURA can help more people if we only address Emergency and Emergency Home Repair projects. So the Policies and Procedures have been re-written to reflect those changes.

A motion to approve SURA Policies and Procedures was made by **Commissioner Henderson** seconded by **Commissioner Barrett**. Motion carried with no abstentions.

VOTING YES: Rice, Barrett, Cockings and Henderson  
VOTING NO: None

b) Restructure Mortgage for Regina Hughes, 135 S. Osage

SURA did a Reconstruction project for Arthur & Regina Hughes, 135 S. Osage in 2004. Mr. Hughes was recently killed in a work related accident and he was the sole income for the family. **Mike** requested that the Board approve restructuring the mortgage so that the total amount owed on the home be repaid at the time the home sells. Mrs. Hughes will continue to pay into an escrow account to cover the insurance and taxes on the property.

A motion to approve Restructuring Mortgage was made by **Commissioner Cockings** seconded by **Commissioner Henderson**. Motion carried with no abstentions.

VOTING YES: Rice, Barrett, Cockings and Henderson  
VOTING NO: None

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

There was no old business.

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

**Mike Wolf, Program Manager** introduced the new **Rehab Specialist, Bryan Logan**.

**Justin Erickson, Program Director** reported that there will be a reception in honor of **Mike Wolf's** retirement immediately following the Board Meeting in the Conference Room in SURA's office #319.

**AGENDA ITEM NO. 9  
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:18 a.m. was made by **Commissioner Henderson**, seconded by **Commissioner Barrett**. Motion carried with no abstentions.



SURA  
January 6, 2015  
Page 4

VOTING YES: Rice, Barrett, Cockings and Henderson  
VOTING NO: None

  
Secretary, Ron Henderson

  
Chairman, Stephen Rice

**Regular Board of Commissioners**

**1. d.**

**Meeting Date:** 03/16/2015

Lake Leases

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFERS

- Lot 7 Renfro Tract, 15812 Sleepy Hollow

From: Lesalee Hinkle

To: Doddie & Leonard Mosley

- Lot 12 Magnino Tract A, 17304 Magnino Road

From: Larry Mitchell & Crystal K. Brown

To: Larry Mitchell & Matthew Cassell

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Attachments

Lake Lease Mosley

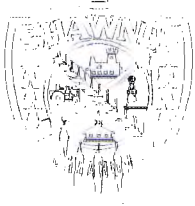
Lake Lease Mitchell



**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>	03/05/2015	<b>License No. 026559</b>
<b>Type</b>	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer (Fee: \$1,000)
<b>Commission Meeting Date</b>	March 16 <sup>th</sup> , 2015	
<b>Property Address</b>	15812 SLEEPY HOLLOW	
<b>Lake Site Location</b>	LOT 7 RENFRO TRACT	
<b>Lease Dates</b>	03/16/2015 – 03/16/2045	
<b>Lease Fee (changes annually)</b>	\$649.00	
<b>Inspection Fee</b>	\$75.00	Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Lessee (Transfer To)</b>		
<b>Name(s)</b>	DODDIE & LEONARD MOSLEY	
<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>	LESALEE HINKLE	
<b>Address</b>	SEE FILE	
<b>Phone</b>	SEE FILE	
<b>Inspection Information</b>		
<b>Inspection Required</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<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>	06-03-2008	
<b>Misc. Comments</b>	<p style="text-align: right;"><b>Total Charges Paid: \$1,724.00</b></p>	



**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)

Re: 15812 Sleepy Hollow  
Date: March 5, 2015

I inspected this property on March 3, 2015. The property has suffered severe tornado and storm damage resulting in a large amount of debris remaining on the property. The property is currently not occupied with all structure(s) having been demolished by the storm. The boat docks located on the property are in poor condition as well.

A handwritten signature in blue ink, appearing to read "Jared Cooper", is positioned above the typed name and title.

Jared Cooper  
Building Inspector

**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# 026559**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of March 16<sup>th</sup>, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DODDIE MOSLEY  
of 3104 LAZY LANE DEL CITY OK 73115,  
LEONARD MOSLEY  
of 3104 LAZY LANE DEL CITY OK 73115,  
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 649.00** dollars for **2014**, 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:

**15812 SLEEPY HOLLOW RD  
LOT 7 RENRO 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

ATTEST:

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

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

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





**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>	03/03/2015	<b>License No. 026653</b>
<b>Type</b>	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer (Fee: \$1,000)
<b>Commission Meeting Date</b>	03/16/2015	
<b>Property Address</b>	17304 MAGNINO RD.	
<b>Lake Site Location</b>	LOT 12 MAGNINO TRACT A	
<b>Lease Dates</b>	03/16/2015 – 03/16/2045	
<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>	LARRY MITCHELL & MATTHEW CASSELL	
<b>Address</b>	SEE FILE	
<b>Phone</b>	SEE FILE	
<b>Current Lessee (Transfer From) <i>(if applicable)</i></b>		
<b>Name(s)</b>	LARRY MITCHELL & CRYSTAL K. BROWN	
<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"/> No (DUE 12/13/2018)	
<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>	12/13/2013	
<b>Misc. Comments</b>	Total Charges Paid: \$662.00	

**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# 026653**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of March 16<sup>th</sup>, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

LARRY MITCHELL  
of 17304 MAGNINO RD SHAWNEE OK 74801-4007,  
MATTHEW CASSELL  
of 1005 SW 93RD OKLAHOMA CITY OK 73139,  
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:

**17304 MAGNINO RD  
LOT 12 MAGNINO A 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").

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

ATTEST:

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

*Randy Mitchell*  
\_\_\_\_\_  
PARTY OF THE SECOND PART  
*Matthew S. Carroll*  
\_\_\_\_\_  
PARTY OF THE SECOND PART

**Regular Board of Commissioners**

**1. e.**

**Meeting Date:** 03/16/2015

April Garage Sales

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledge waiving Sections 8-431 and 8-434 of the Code of the City of Shawnee involving Garage Sale licenses and fees for the days of April 10-12, 2015.

---

**Regular Board of Commissioners**

**1. f.**

**Meeting Date:** 03/16/2015

Westside Garage Sales

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Acknowledge waiving Sections 8-431 and 8-434 of the Code of the City of Shawnee involving Garage Sale licenses and fees for the days of May 1-2, 2015 for properties located with the boundaries of the Westside Neighborhood Watch.

---

**Regular Board of Commissioners**

**1. g.**

**Meeting Date:** 03/16/2015

Insurica

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Approve recommendation by the Insurance Committee regarding the selection of Insurica as the Insurance Consultant.

---

Attachments

Insurica Memo

Insurica Agreement





# *City of Shawnee*

## *Human Resources Department*

*Tamera Johnson*  
*Human Resources Director*

16 West 9<sup>th</sup> Street  
Shawnee, OK 74801  
Office (405) 878-1626 \*Fax (405) 878-1734  
Email: TJohnson@Shawneeok.org

**Date:** March 10, 2015  
**To:** Mayor and City Commissioners  
**From:** Jennifer Dawson  
**RE:** **Insurance Consulting Agreement**

---

*Tamera Johnson*  
*HR Director*

*Terry Cook*  
*Mgr. Safety and Risk*  
*Management*

*Recommendation:* Insurance Committee has approved the renewal of Insurance Consulting Agreement with Insurica

*Jennifer Dawson*  
*HR Assistant*

*Budget Consideration:* \$24,500.00

*HR*  
We are HeRe for YOU!

# Consulting Agreement

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This Consulting Agreement (Agreement) is between City of Shawnee (Client) and INSURICA (Consultant), effective as of April 1, 2015.

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

## **1. Scope of Services to be Provided by Consultant**

Consultant will provide Client with the consulting, actuarial and brokerage services listed below:

### **A. Renewal Services.**

- Underwriting analysis of renewal
- Claims analysis to isolate problematic areas using PlanAdvisor during a single period
- Interpret claims data and develop action plan
- Mid-year renewal
- Insurance carrier contract renewal
- Carrier evaluation
- Voluntary needs analysis and market study
- RFP creation
- Plan design modeling
- Ancillary lines of coverage renewal

### **B. Strategic Services.**

- Employee questionnaire (upon client's request)
- Creation of employee benefits strategic plan
- Benchmark plan design for comparison
- New employee administration
- Ongoing service with carrier

### **C. Enrollment.**

- Employee enrollment meetings
- Collection and review of enrollment materials

- Enrollment communication to carrier
- Enrollment and service support for post age 65 Retirees and their eligible dependents
- Enrollment communication campaign

**D. Employee Communication.**

- Employee newsletters
- Benefits education campaign
- Wellness campaign

**E. Compliance Resources.**

- Provide client access to ThinkHR for 24/7 access and support for HR questions
- Utilize Benefit Comply for Federal compliance questions
- Provide client access to monthly compliance webinar.
- Provide client access to INSURICA hosted seminars.
- Health Care Reform news and information
- Information on compliance with federal and/or state laws including:
  - COBRA
  - HIPAA
  - FMLA
  - Internal Revenue Code Section 125
  - Medicare Part D
  - Additional employment laws
- Summary Plan Description audit

**F. Human Resources.**

- Portal for employees to access HR/benefits information
- Time-off tracking
- Employee handbook
- Access to professional community
- Benchmark survey data
- HR library of forms

**2. Client's Responsibilities**

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this

Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

### **3. Disclosure and Recordkeeping**

#### **A. Full Disclosure.**

Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.

#### **B. Recordkeeping.**

Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

### **4. Term & Termination**

#### **A. Term.**

The initial term of this Agreement shall be one year, commencing on April 2, 2015 and ending March 31, 2016 (Initial Term). Thereafter, this Agreement will remain in effect until terminated as described below.

#### **B. Termination.**

This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days' advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b) effective upon six (60) days' advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the parties.

In the event of termination by the Client prior to Agreement expiration, the Consultant's annual compensation will be deemed fully earned at inception.

- 60% at inception
- 75% after four months
- 100% after seven months

### **5. Cost of Services**

Consultant's Professional Fees are based upon time expended by specific individuals. The fees do not include out-of-pocket expenses, including expenses related to travel outside of the state. Client agrees to pay Consultant Professional Fees as outlined in Exhibit 1. These annual fees are payable in two installments and Consultant agrees to submit invoices to Client when fees are due.

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Consultant and

Client. Such programs and services may include, but not be limited to: retirement planning special employee surveys, and long-term care insurance.

## **6. Personnel**

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team:   Dustin Brand, Benefits Consultant  
  Sherry Kettner, Account Executive  
  Margaret Ramos, Assistant Account Manager

## **7. Records and Information**

Consultant agrees to keep any information provided by Client confidential and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. If the services provided by Consultant involve the use of protected health information, Client and Consultant agree to enter into an appropriate business associate agreement.

## **8. Independent Contractor.**

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral or electronically transmitted (i.e., sent via facsimile or email) instructions from Client as to policy and procedure.

## **9. Fiduciary Responsibility.**

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

## **10. Entire Agreement**

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

---

*Signature*

---

*Date*

---

*Title*

INSURICA

---

*Signature*

---

*Date*

---

*Title*

City of Shawnee

ATTEST:

Phyllis Loftis, CMC, City Clerk

## Exhibit 1: Professional Fees

	Services	Fee
<b>Renewal Services</b>	Underwriting analysis of renewal	
	Claims analysis to isolate problematic areas using PlanAdvisor during a single period	
	Interpret claims data and develop action plan	
	Mid-year renewal	
	Insurance carrier contract renewal	
	Carrier evaluation	
	Voluntary needs analysis and market study	
	RFP creation	
	Plan design modeling	
	Ancillary lines of coverage renewal	
<b>Strategic Services</b>	Employee questionnaire	
	Creation of employee benefits strategic plan	
	Benchmark plan design for comparison	
	New employee administration	
	Ongoing service with carrier	
<b>Enrollment</b>	Employee plan selector module	
	Employee enrollment meetings	
	Collection and review of enrollment materials	
	Enrollment communication to carrier	
	Retirement plan administration	
	Enrollment communication campaign	
<b>Employee Communication</b>	Employee newsletters	
	Benefits education campaign	
	Employee benefit statements	
	Wellness campaign	
	Social media consulting	
<b>Legislative Compliance</b>	Health Care Reform news and information	
	Client access to ThinkHR	
	Information on compliance with federal and/or state laws including:	
	COBRA	
	HIPAA	
	FMLA	
	Section 125	
	Medicare Part D	
Additional employment law compliance		

<b>Human Resources</b>	Portal for employees to access HR/benefits information	
	Time-off tracking	
	Employee handbook	
	Access to professional community	
	Benchmark survey data	
	HR library of forms	
<b>TOTAL FEE:</b>		<b>\$24,500</b>

- Consultant will bill Client in two installments of \$12,250. The first invoice will be bill on February 1<sup>st</sup> and the second invoice will be invoiced August 1.



**Regular Board of Commissioners**

**1. h.**

**Meeting Date:** 03/16/2015

SURA Vehicle

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Authorize the Shawnee Urban Renewal Authority to purchase a new vehicle from Danny Beck Chevrolet in the amount of \$26,377.00.

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Attachments

SURA Vehicle

# Memorandum

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**To:** Justin Erickson, Interim City Manager  
**From:** Bryan Logan, CDBG Coordinator  
**Date:** March 10, 2015  
**Re:** SURA Vehicle



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The current vehicle owned by the Shawnee Urban Renewal Authority (SURA) is a 1996 Chevrolet Astro van that is starting to show major signs of excessive wear. With the mileage and age of the vehicle, the repairs that will need to be made would be considered major repairs. With the cost of repairs and maintenance, I feel that a new vehicle would be more beneficial and would adequately serve the SURA for at least the next 10 years.

This is a short list of items that need to be repaired on the van:

- Engine coolant leak
- Door locks
- Suspension
- Interior-armrest, dash

I proposed that we purchase a new vehicle with CDBG Funds. There would be no impact to the City's general fund or capital budget. The purchase is an allowable expense under Federal rules.

The State Bid price is \$28,502. I obtained additional quotes and the low bid was \$26,377 from Danny Beck Chevrolet.

If you have any questions or need more information please let me know.

**Regular Board of Commissioners**

1. i.

**Meeting Date:** 03/16/2015

Dispatch Change Order

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Approve Change Order No. 2 for Dispatch Center City of Shawnee Project.

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Attachments

Dispatch Change Order



# Shawnee Police Department

*Chief Russell Frantz*

16 W 9th

Shawnee, Oklahoma 74801

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

E-Mail: rfrantz@shawneeok.org



FROM : Russell Frantz  
Chief of Police

TO : Justin Erickson, Interim City Manager  
CC : Mayor and Commissioners

SUBJECT : Change Order Request on Dispatch Project 1413

DATE : 12 March 2015

## **Change Order Request to Dispatch Project 1413**

Please consider approval of Change Order listed Order No. 2

The dispatch project is moving along at very good pace. Sagemill Construction has been on the job site every work day since the start of the project. During the demolition part of the project, it was found that the current electrical grounding system did not meet the new Motorola radio requirements. This possibility was mentioned in the first change order but had not received the new requirements back from Motorola. We now have the Motorola suggestions and requirements.

During the recent winter weather it was found that there was a water leak when vehicles pulled into the police garage which is directly above the project area. When the snow and ice melted or dripped off the vehicles it was coming through the concrete expansion joint. A small design change on the Xybix consoles made for a requirement for more acoustical sound damping wall covering material. Due to limited server room size, this has caused the need of moving over a nonsupport wall to expand the 911 server area for more servers and to add redundancy server for backup capability.

The current change order request adds \$26429.00 to the cost of the project. The change order will cause a 9.31 % increase in the overall cost. There is funding for this increase.

Thank you for consideration of this change order request.

Chief Frantz

# CHANGE ORDER

ORDER NO. 2 (TWO)

DATE: 12 March 2015

AGREEMENT DATE: 12 March 2015

NAME OF PROJECT: Dispatch Center City of Shawnee, Project 1413 (TAP)

OWNER: Robyn and or Rance Miller

CONTRACTOR: Sagemill Construction 1208 Dawson , Street Meeker OK 74855

The following changes are hereby made to the CONTRACT DOCUMENTS:

SEE ATTACHED CHANGE ORDER REQUEST

Justification:

- (1) Found that original grounding no longer meets Motorola requirements and warranty requirements
- (2) Found a leak from garage area that was leaking into remodel area
- (3) Change of Xybix Console design – led to need for more acoustical material
- (4) Need expansion of 911 server room (remove& install new wall, new electric, new drop ceiling)

Change to CONTRACT PRICE: \$ 26,429.00

Original CONTRACT PRICE: \$ 218,000.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 219,625.72

The CONTRACT PRICE Due to this CHANGE ORDER will be (increased) (decreased) by: \$ 26,429.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 246,054.72

Change to CONTRACT TIME: 30 days

The CONTRACT TIME will be (increased) (decreased) by 30 calendar days.

The date for completion of all work will be 1 June 2015 (Date).

Approvals Required:

To be effective this Order must be approved by the Federal Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: Russell Frantz, Chief

Recommended by: Martin Benn

Ordered by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Sagemill Construction  
CONTRACTOR

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Chief of Police

(SEAL)

ATTEST:

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



# SAGEMILL CONSTRUCTION

# Change Order

1208 DAWSON STREET  
MEEKER, OK 74855  
SAGEMILL.NET

DATE: March 12, 2015

**Bill To: City Of Shawnee**  
16 West 9th Street  
Shawnee, OK 74801

DESCRIPTION	AMOUNT
Fix leak from the Garage to the new Dispatch Center Clean and prepare expansion joint. Fill expansion joint with Elastomeric Sealant	585.00  -
<b>TOTAL</b>	<b>\$ 585.00</b>

Make all checks payable to Sagemill Constuction  
If you have any questions concerning this invoice, contact Martin Benn, martin@sagemill.net, (405)314-9064

**THANK YOU FOR YOUR BUSINESS!**



# SAGEMILL CONSTRUCTION

# Change Order

1208 DAWSON STREET  
MEEKER, OK 74855  
SAGEMILL.NET

DATE: March 12, 2015

**Bill To: City Of Shawnee**  
16 West 9th Street  
Shawnee, OK 74801

DESCRIPTION	AMOUNT
Sagemill Constuction will Demo between the IT room and old Dispatch Center. Sagemill Constuction will Demo 5ft of old ceiling above drop ceiling in Dispatch. Allegiance Electric will Demo old electric to the panel. Sagemill Construction will install new wall expanding the IT room. Allegiance Electric will install new elec and communication conduit. Sagemill Construction will tie in new drop celing into IT Room.	-
<b>TOTAL</b>	\$ 7,800.00

Make all checks payable to Sagemill Constuction  
If you have any questions concerning this invoice, contact Martin Benn, martin@sagemill.net, (405)314-9064

**THANK YOU FOR YOUR BUSINESS!**

# SAGEMILL CONSTRUCTION

# Change Order

1208 DAWSON STREET  
MEEKER, OK 74855  
SAGEMILL.NET

DATE: March 12, 2015

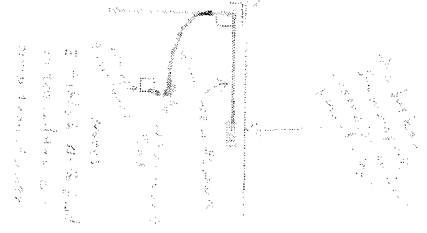
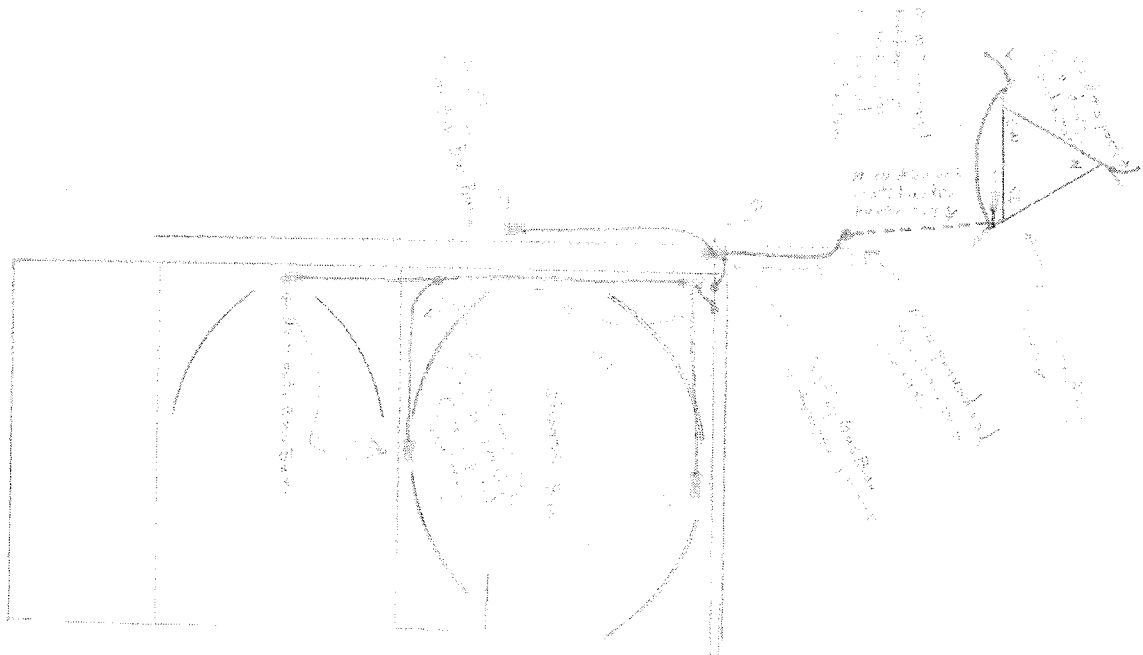
FOR:

**Bill To: City Of Shawnee**  
16 West 9th Street  
Shawnee, OK 74801

DESCRIPTION	AMOUNT
<p>Sagemill Construction will install Grounding per specification provided by Motorola for their equipment.</p> <p>Sagemill Construction will bring to Code existing depleted grounding to ensure the safety of Dispatch and Emergency Management employees.</p> <p>Please see attached plan.</p>	<p>-</p> <p>16,844.00</p>
<b>TOTAL</b>	<b>\$ 16,844.00</b>

Make all checks payable to Sagemill Constuction  
If you have any questions concerning this invoice, contact Martin Benn, martin@sagemill.net, (405)314-9064

**THANK YOU FOR YOUR BUSINESS!**



**Regular Board of Commissioners**

**3.**

**Meeting Date:** 03/16/2015

Mayors Proclamation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Mayor's Proclamation:

"Arbor Week"

March 22–28, 2015

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Attachments

Arbor Week

# City of Shawnee



## Proclamation

### “Arbor Week”

*Whereas*, Arbor Day is celebrated nationally to encourage Americans to maintain and replenish our country’s vast forests, orchards, and woodlands; and

*Whereas*, in March 1982, Oklahoma declared a full “Arbor Week” to better recognize the value of tree planting as well as to avoid the harsh planting conditions of late winter; and

*Whereas*, trees can reduce the erosion of our precious topsoil by wind and water, reduce heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife. Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

*Whereas*, trees in our city increase property values, enhance the economic vitality of business areas, beautify our community, and are a source of joy and spiritual renewal; and

*Whereas*, the City of Shawnee has been named as a 2014 Tree City USA community by the Arbor Day Foundation; this is the twelfth year Shawnee has received this national recognition; and

*Whereas*, trees, wherever they are planted contribute immeasurably to our wonderful city of which we are most proud. In honor of Arbor Week, the Shawnee Beautification and Enhancement Committee will be planting a tree at Kidspace Park on March 19<sup>th</sup> at 4:00 p.m. and they would like to invite everyone to attend.

*Now, Therefore, I, Wes Mainord*, Mayor of the City of Shawnee, Oklahoma, by the authority vested in me, do hereby proclaim the week of March 22 - 28, 2015, as

### “Arbor Week”

In the City of Shawnee, Oklahoma  
Dated this 16<sup>th</sup> day of March, 2015

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Wes Mainord, Mayor

ATTEST:

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Phyllis Loftis, CMC, City Clerk



**Regular Board of Commissioners**

4.

**Meeting Date:** 03/16/2015

P01-15 Rezone

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 property located north of Wal-Mart on Union Street from A-1; Rural Agricultural District to C-3; Automotive and Commercial District.

Case No. P01-15; Applicant: Nelmon Brauning

---

Attachments

[P01-15 Staff Report](#)

[P01-15 Recommendations](#)

[P01-15 Public Hrg Notice](#)

[P01-15 Ordinance](#)



**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  
REZONE  
CASE #P01-15**

TO: Shawnee Planning Commission

AGENDA: March 4, 2015

RE: Rezone Request from A-1: Rural Agricultural to C-3: Highway Commercial

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**PROPOSAL**

The applicant is requesting a rezone from A-1 (Rural Agricultural) to C-3 (Highway Commercial). The subject site is approximately 55.5 Acres in size and is generally located north of Wal-Mart on Union Street.

**GENERAL INFORMATION**

<b>Applicant</b>	Nelmon Brauning & Stan Brown
<b>Owner</b>	Grant & Jo Dockrey
<b>Site Location/Address</b>	N. of Wal-Mart on Union St.
<b>Current Site Zoning</b>	A-1: Rural Agricultural
<b>Proposed Zoning</b>	C-3: Highway Commercial
<b>Property Area</b>	55.50 Acres (Approximate)
<b>Current Use</b>	Undeveloped
<b>Proposed Use</b>	Commercial Enterprise
<b>Comprehensive Plan Designation</b>	Commercial and Residential
<b>Existing Land Use</b>	Undeveloped

Surrounding Land Use	North – Agricultural (A-1) South – Commercial (C-3) West – Commercial (CP) & Agricultural (A-1) East – Commercial (C-3 and CP) & Agricultural (A-1)
Surrounding Zoning	Varies – please see zoning map. ( <i>Figure 1</i> )

**STAFF REVIEW AND ANALYSIS**

The applicant is requesting approval for a rezone from A-1 (Rural Agricultural) to C-3 (Highway Commercial) for eventual commercial enterprise. The Shawnee Comprehensive Plan designates the majority of this area for Commercial development (Figure 3). Based on the surrounding zoning, specifically to the south, Commercial activity is highly concentrated in this area.

The applicant has made no final determination on the type of development proposed for this area. Access shall be from Union Street. City water and sewer currently exist on Union Street.

Based on the consistency with the Shawnee Comprehensive Plan and the Shawnee Zoning Code, Staff does hereby recommend approval on the proposed zone change from A-1 (Agricultural) to C-3 (Highway Commercial).

**STAFF RECOMMENDATION**

Staff recommends approval of the proposed rezone from *A-1: Agricultural* and to *C-3: Highway Commercial* for the subject property.

**Attachments**

1. Figure 1: Zoning map
2. Figure 2: Aerial view of site
3. Figure 3: Future Land Use Map
4. Exhibit 1: Legal Description and Informational Drawing



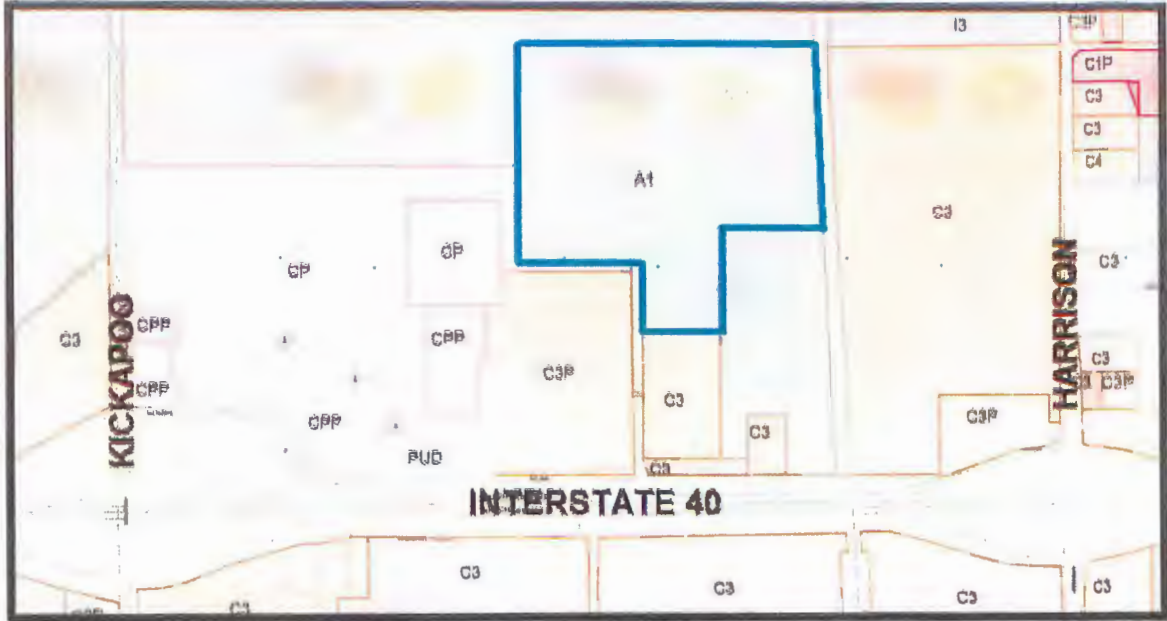


Figure 1: Zoning Map of site – approximate total area outlined in blue.



Figure 2: Aerial view of the site – approximate total area outlined in red.



**Figure 3:** Shawnee Comprehensive Plan: Future Land Use Map (Figure 4.2).

CITY OF SHAWNEE  
222 N. BROADWAY  
SHAWNEE, OK 74801

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

**PLANNING COMMISSION APPLICATION**  
PROJECT NO. 141417 CASE NO. POI-15

**REQUEST:**

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

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from Agriculture 1 District to C3 District, as hereinafter requested, and in support of this application, the following facts are shown:

**PROPERTY LOCATION (STREET ADDRESS):** \_\_\_\_\_

**LEGAL DESCRIPTION:** See ATTACHED

**PROPERTY OWNER (S):** Grant: Jo Dockrey (dba Grant Dockrey Partnership)

**PROPERTY AGENT (APPLICANT):** Nelson Brauning 3/for Stan Brown

**APPLICANT'S ADDRESS:** 6203 Coker Road

**CITY:** Shawnee **STATE:** OK **ZIP:** 74804-0617

**EMAIL ADDRESS:** nbrauning@hotmail.com

**TELEPHONE NUMBER:** (405) 370-0394 **CONTACT NUMBER:** (405) 370-0394  
NELSON

**DIMENSIONS OF PROPERTY:** AREA See ATTACHED WIDTH \_\_\_\_\_  
LENGTH \_\_\_\_\_ FRONTAGE \_\_\_\_\_

**CURRENT ZONING:** Agriculture 1 **CURRENT USE:** Agriculture

**PROPOSED ZONING:** C3 **PROPOSED USE:** Commercial

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

Jo Dockrey  
**SIGNATURE OF APPLICANT**

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 17th day of December 2014

Cherene Hinder  
**PLANNING COMMISSION SECRETARY**

**REZONING &/OR C.U.P FEE \$** 280.00  
**RECEIPT NO.** 1684555

**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 #P01-15

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

The property requesting rezoning is described as follows:

A tract of land located in the North-Half (N/2) of Section Thirty-One (31) Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, with an assumed basis of bearing of N89°38'30"E along the North Line of the NE/4 of said Section 31: Beginning at the Northwest Corner (NW/C) of the Northeast Quarter (NE/4) of Section 31; thence N89°38'30"E along the North Line of said NE/4 for a distance of 1274.75 feet to a point on the West Line of the Atchison, Topeka & Santa Fe Railroad; thence S02°14'09"E along the West Line of the Atchison, Topeka & Santa Fe Railroad for a distance of 878.05 feet; thence N89°42'29"W for a distance of 598.32 feet; thence S00°55'25"W for a distance of 693.60 feet to the Northeast Corner (NE/C) of Lot One (1), Block One (1) of Shawnee Mall Subdivision East, Section One (10); thence N89°42'29"W along the North Line of Lot One (1), Block One (1) of Shawnee Mall Subdivision East, Section One (1), for a distance of 431.54 feet to a point on the East Right-of-way Line of North Union Street; thence N00°01'05"E along the East Right-of-way Line of the North Union Street for a distance of 379.38 feet; thence N89°59'03"W along the North Right-of-way Line of the North Union Street for a distance of 379.38 feet; thence N89°59'03"W along the North Right-of-way Line of the North Union Street for a distance of 50.00 feet to the NE/C of Lot One (1), Block One (1) of Shawnee Mall Subdivision, Section Two (2); thence continuing N89°59'03"W along the North Line of Lot One (1), Block One (1) of Shawnee Mall Subdivision, Section Two (2), for a distance of 988.72 feet; thence N00°01'15"E along the East Line of Lot One (1), Block One (1) of Shawnee Mall Subdivision, Section Two (2), for a distance of 423.60 feet; thence continuing N00°01'15"E for a distance of 749.74 feet to a point on the North Line of the NW/4 of Section 31; thence N89°39'12"E along the North Line of said NW/4 for a distance of 770.25 feet to the point of beginning, containing 55.50 acres, more or less

General Location Known As:	<u>N of Wal-Mart on Union St., Shawnee, OK</u>
Current Zoning Classification:	<u>A-1; Rural Agricultural District</u>
Requested Zoning Classification:	<u>C-3; Automotive and Commercial District</u>
Proposed Use of Property:	<u>Commercial Development</u>
Applicant:	<u>Nelmon Brauning</u>

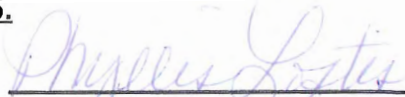
The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

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

March 4 <sup>th</sup> , 2015	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
March 16 <sup>th</sup> , 2015	AT 6:30 P.M.:	CITY OF SHAWNEE CITY COMMISSION

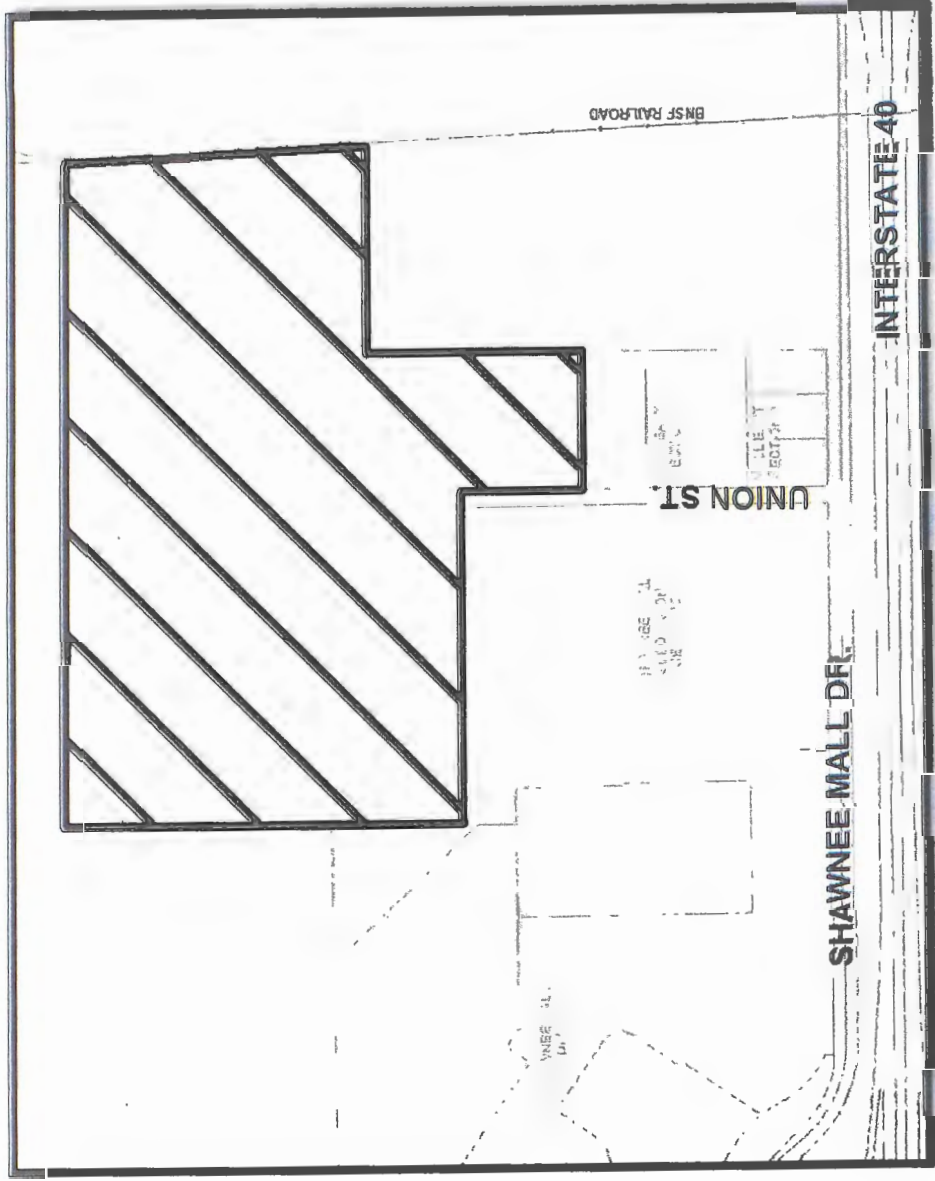
At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition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

Witness my hand this 10<sup>th</sup> day of February, 2015.

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

Location Map

Case #P01-15



POI-18

**CERTIFICATE OF BONDED ABTRACTOR**  
**(300 FEET RADIUS REPORT)**

STATE OF OKLAHOMA                    )  
  ) §:  
COUNTY OF POTTAWATOMIE         )

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

See attached for legal description.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (3 ), both inclusive.

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

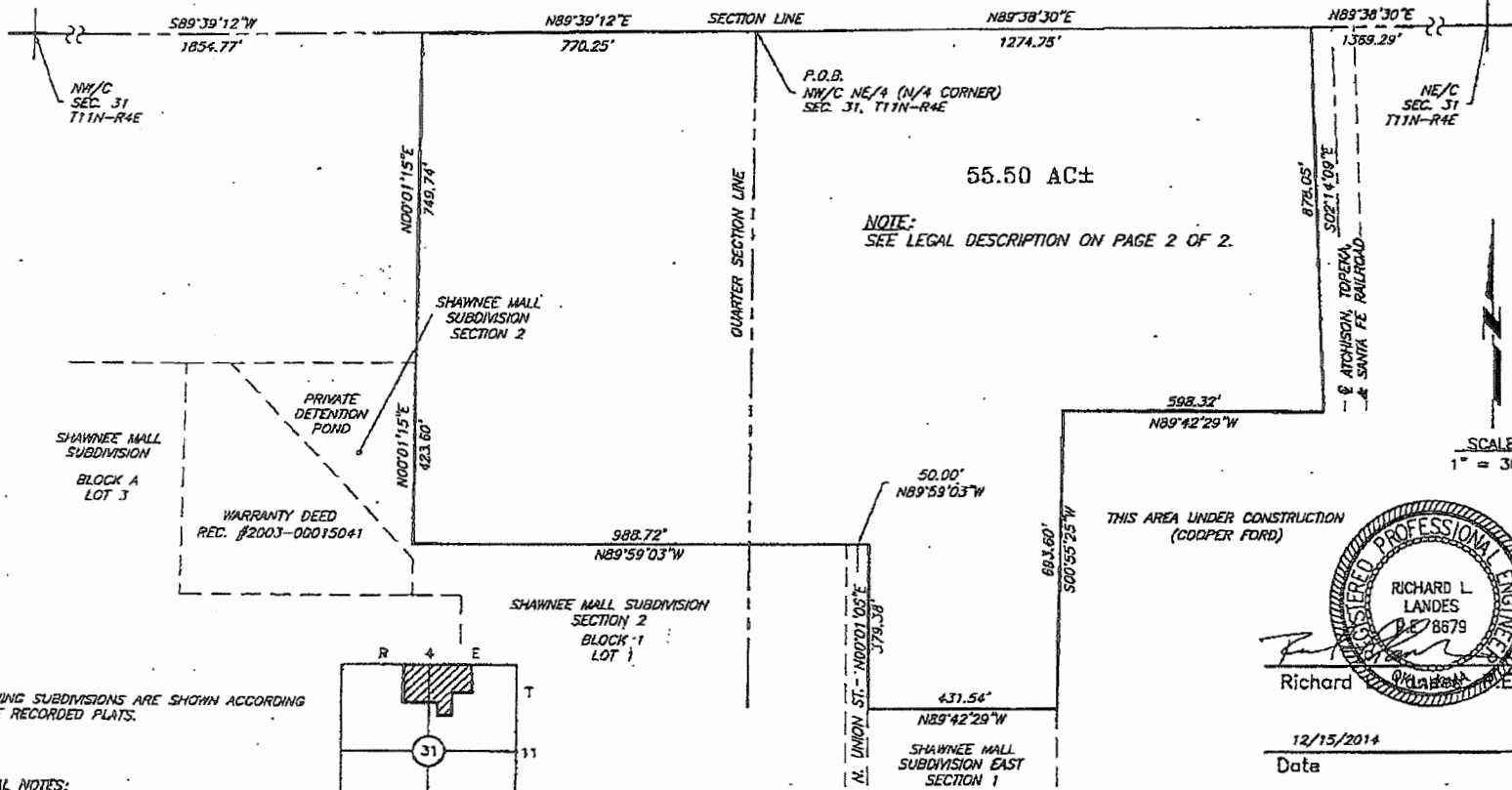
Dated: January 6, 2015 at 7:30 AM

**First American Title & Trust Company**

By: Bobbie Jo Kopepasah  
Bobbie Jo Kopepasah  
Abstractor License No. 3389  
OAB Certificate of Authority # 49  
File No. 1996413-SH99

**RECEIVED**  
**JAN 15 2015**  
**PLANNING / CODE**

# LEGAL DESCRIPTION AND INFORMATION DRAWING

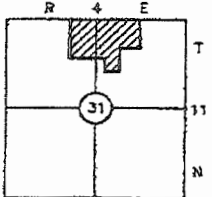


RICHARD L. LANDES  
 P.E. #8679  
 Richard Landes, P.E. #8679

12/15/2014  
Date

NOTE:  
ADJOINING SUBDIVISIONS ARE SHOWN ACCORDING TO THE RECORDED PLATS.

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



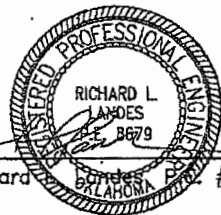
**LANDES ENGINEERING L.L.C. & ASSOCIATES**  
 www.landesengineering.net  
 803 EAST 35TH STREET SHAWNEE, OKLAHOMA 74804  
 405-275-5755 CA # 2260 EXP. 6-30-15  
 DATE DRAFTED: 12/15/2014

**GRANT AND JO DOCKREY**  
 SHAWNEE, OKLAHOMA  
 DRAWN BY: dl  
 CHECKED:  
 DRAWING NUMBER: 7188  
 PAGE NUMBER: 1 OF 2

**LEGAL DESCRIPTION**  
AND INFORMATION DRAWING

**LEGAL DESCRIPTION:**

A TRACT OF LAND LOCATED IN THE NORTH-HALF (N/2) OF SECTION THIRTY-ONE (31) TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, WITH AN ASSUMED BASIS OF BEARING OF N89°38'30"E ALONG THE NORTH LINE OF THE NE/4 OF SAID SECTION 31; BEGINNING AT THE NORTHWEST CORNER (NW/C) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 31; THENCE N89°38'30"E ALONG THE NORTH LINE OF SAID NE/4 FOR A DISTANCE OF 1274.75 FEET TO A POINT ON THE WEST LINE OF THE ATCHISON, TOPEKA, & SANTA FE RAILROAD; THENCE S02°14'09"E ALONG THE WEST LINE OF THE ATCHISON, TOPEKA, & SANTA FE RAILROAD FOR A DISTANCE OF 878.05 FEET; THENCE N89°42'29"W FOR A DISTANCE OF 598.32 FEET; THENCE S00°55'25"W FOR A DISTANCE OF 693.60 FEET TO THE NORTHEAST CORNER (NE/C) OF LOT ONE (1), BLOCK ONE (1) OF SHAWNEE MALL SUBDIVISION EAST, SECTION ONE (1); THENCE N89°42'29"W ALONG THE NORTH LINE OF LOT ONE (1), BLOCK ONE (1) OF SHAWNEE MALL SUBDIVISION EAST, SECTION ONE (1), FOR A DISTANCE OF 431.54 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH UNION STREET; THENCE N00°01'05"E ALONG THE EAST RIGHT-OF-WAY LINE OF THE NORTH UNION STREET FOR A DISTANCE OF 379.38 FEET; THENCE N89°59'03"W ALONG THE NORTH RIGHT-OF-WAY LINE OF THE NORTH UNION STREET FOR A DISTANCE OF 50.00 FEET TO THE NE/C OF LOT ONE (1), BLOCK ONE (1) OF SHAWNEE MALL SUBDIVISION, SECTION TWO (2); THENCE CONTINUING N89°59'03"W ALONG THE NORTH LINE OF LOT ONE (1), BLOCK ONE (1) OF SHAWNEE MALL SUBDIVISION, SECTION TWO (2), FOR A DISTANCE OF 988.72 FEET; THENCE N00°01'15"E ALONG THE EAST LINE OF LOT ONE (1), BLOCK ONE (1) OF SHAWNEE MALL SUBDIVISION, SECTION TWO (2), FOR A DISTANCE OF 423.60 FEET; THENCE CONTINUING N00°01'15"E FOR A DISTANCE OF 749.74 FEET TO A POINT ON THE NORTH LINE OF THE NW/4 OF SECTION 31; THENCE N89°39'12"E ALONG THE NORTH LINE OF SAID NW/4 FOR A DISTANCE OF 770.25 FEET TO THE POINT OF BEGINNING. CONTAINING 55.50 ACRES, MORE OR LESS.

  
 Richard L. Landes  
 Registered Professional Engineer  
 Oklahoma License #8679

12/15/2014

Date

<b>LANDES ENGINEERING LLC &amp; ASSOCIATES</b> www.landesengineering.net 903 EAST 35TH STREET SHAWNEE, OKLAHOMA 74804 405-275-5755 CA # 2260 EXP. 6-30-15		<b>GRANT AND JO DOCKREY</b> SHAWNEE, OKLAHOMA	
DATE DRAWN: 12/15/2014		DRAWN BY: dj	DRAWING NUMBER: 7188
		CHECKED	PAGE NUMBER: 2 OF 2



OWNERSHIP LIST

ORDER NO. 1996413

DATE PREPARED: January 14, 2015  
EFFECTIVE DATE: January 6, 2015 at 7:30 AM

OWNER	LOT	BLK	ADDITION
WILLIE F DOCKREY DOCKREY REV TRUST 6011 N KICKAPOO SHAWNEE, OK 74804			10-SR SW LESS 3A LESS 10ACS NW/C SW 147.00 ACRES
THE GRANT DOCKERY PARTNERSHIP 6203 COKER RD SHAWNEE, OK 74804			10-SR SW SE 40 ACRES
TDK FERRITES CORP ATTN: KARL NESS 5900 N HARRISON SHAWNEE, OK 74804			10-SU SE SE & S/2 NE SE LESS 2.42 AC TO STATE REC 2002- 10496
CITY OF SHAWNEE PO BOX 1448 SHAWNEE, OK 74802-1448			BEG AT THE SE/C OF SHAWNEE MALL SUB SEC 2 N45*E15.3' N96.31' E50' S107.13' W60.87' POB TR4 & BEG N45*E15.3' & 756.32' N OF SE/C SHAWNEE MALL SUB SEC 2 POB N379.14' E50' S379.38' W50' POB TR6
COOPER SHAWNEE INV LLC 6601 SE 29 <sup>TH</sup> ST MIDWEST CITY, OK 73110			BEG 1274.75'E & 878.05'S2*14'9"E OF THE NW/C NE/4 S2*14'9"E358.47' W618.08' N358.14' E598.32' POB 5.09 Acres
COOPER SHAWNEE INVESTMENTS LLC 6601 SE 29 <sup>TH</sup> MIDWEST CITY, OK 73110			A TRACT OF LAND BEGINNING 1274.75'E TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE AT&SF RAILROAD AND 1236.52' S2*14'9"E ALONG THE RIGHT-OF-WAY LINE FROM THE NW/C NE/4 THENCE S2*14'9"E1039.15' S73*56'36"W69.74' S85*44'48"W151.75' S86*57'57"W99.8' S86*44'21"W202.32'S84*57'4"W97.7 8' S89*10'55"W58.91' N1098.41' E618.08' POB 16.22 Acres

<p>THE GRANT DOCKREY PARTNERSHIP  #1 C/O GRANT DOCKREY  6203 COKER RD  SHAWNEE, OK 74804</p>		<p>10-SR W1/2 NE LESS TR BEG  1563.65'S NW/C NE E660' S660'  W660' N660' POB, &amp; LESS HWY  LESS TR REC 2003 13648 &amp; LESS  REC 2003- 18482 &amp; LESS .56AC TO  STATE REC 2005-2374 LESS .38AC  OF NEW R.O.W. &amp; 10.62AC OF  R.O.W OCCUPIED BY PRESENT  HWY REC 2005-11052 &amp; LESS  16.22AC DESCRIBED IN WD 2013-  20858 &amp; LESS 5.09AC 2014-13750  34.08 Acres</p>
<p>CANADIAN VALLEY ELECTRIC COOPERATIVE  INC  PO BOX 751  SEMINOLE, OK 74868</p>		<p>BEG 73'W &amp; 392.96'S NE/C E/2 NE  W750.1' N393' W452.12' S02*  46'E1264.59 E1155.34' N40.21'  N05*14' 55"E144.57' N707.95' POB  27.58 Acres</p>
<p>JEROME L &amp; SHIRLEY JUNE JOHNSON  2009 REVOCABLE TRUST  5100 N HARRISON  SHAWNEE, OK 74804</p>		<p>BEG 48'W &amp; 1285.62'S NE/C E/2 NE  W1176.82' TO THE E R/W LINE OF  AT&amp;SF RR S ALG RR 303.70'  E1143.52' N4"E240.34' N63.37' POB  POB LESS .16 TO STATE 7.26  Acres</p>
<p>THE GRANT DOCKERY PARTNERSHIP  6203 COKER RD  SHAWNEE, OK 74804</p>		<p>W1/2 NW LESS TR &amp; NE NW LESS  TR &amp; LESS TR REC 2003-13648 &amp;  REC 2003 13647 &amp; LESS REC 2003-  15042 &amp; LESS REC 2003- 15041  58.19 Acres</p>

<p>SHAWNEE BRAZOS LLC  3100 DUNDEE RD  STE 208  NORTHBROOK, IL 60062</p>		<p>A TR LAND LYING IN N/2 SEC 31-11-4 DES AS COMM AT SW/C N/2 TH N00*01'51" E ALONG WEST LINE SEC 31 A DIS 959.99' TH S89*31'19"E A DIS 50' TH S02*22'47"E A DIS 212.19' TH S89*58'24"E A DIS 110.71' TH S56*17'00"E A DIS 90.14' TH S89*58'24"E A DIS 205.38' TH ALONG A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS 450' &amp; SUBTENDED BY A CHORD 346.86' IN LENGTH BEARING S67*18'16"E A DIS 356.08' TH S44*38'08"E A DIS 188.10' TH ALONG CURVE TO LEFT SAID CURVE HAVING A RADIUS 350' &amp; SUBTENDED BY A CHORD 197.37' IN LENGTH BEARING S61*00'44" E A DIS 200.08' TH S89*42'29"E ALONG NORTH R/W LINE OF INTERSTATE 40 A DIS 993.07' TH N00*00'57"E A DIS 252.47' TH N89*59'03"W A DIS 93.58' TH N00*00'00"E A DIS 396.41' TH N90*00'00"W DIS 7.01' TH N00*00'00"E A DIS 338.74' TH N89*59'03"W A DIS 112.53' TO POB TH N89*59'03"W A DIS 528.35' TH N00*27'28"E A DIS 575.32' TH N89*39'40" E A DIS 101.41' TH S42*52'35"E A DIS 620.79' TH S00*01'15"W A DIS 121.12' POB 4.73 Acres</p>
<p>SHAWNEE BRAZOS LLC  3100 DUNDEE RD  STE 208  NORTHBROOK, IL 60062</p>		<p>PT NW 31-11-4 SHAWNEE MALL SUBDIVISION BLK A PT LOT 8 DES AS COMM SW/C N/2 N959.99' E50' S2*E 212.19' E110.71' S56*E90.14' E205.38' TH ALG CURVE TO THR RIGHT HAVING A RADIUS OF 450' &amp; SUBTENDED BY A CHORD 346.86' IN LENGTH BEARING S67*E A DIS OF 356.08' TH S44*E A DIS OF 188.10' TH ALG CURVE TO THE LEFT A RADIUS OF 350' &amp; SUBTENDED BY A CHORD 197.37' BEARING S61*E200.08' TH E ALG N R/W INT 40 A DIS 993.07' TH N 252.47' W93.58' TO POB TH W411.42' N735.15' E404.21' S338.74' S90*E7.01' S396.41' POB older walmart bldg- Kohl's, Buffalo Wild Wings 6.88 Acres</p>

SHAWNEE BRAZOS LLC 3100 DUNDEE RD STE 208 NORTHBROOK, IL 60062			SHAWNEE MALL SUB SEC 2 PART OF BLK 1 LOT 1 FORMERLY KNOWN AS PARCEL 0000-31-011-004-0-015-01 REC #2004-18508 VACANT LAND
SHAWNEE BRAZOS LLC 3100 DUNDEE RD STE 208 NORTHBROOK, IL 60062			SHAWNEE MALL SUB SEC 2 PART OF BLK 1 LOTS 1 FORMERLY KNOWN AS PARCEL 3495-00-00A-008-0-000-02 REC #2004-18510 VACANT LAND
WALMART PROEPRTY TAX DEP PO BOX 8050 MS 0555 BENTONVILLE, AR 72712-8050			SHAWNEE MALL SUB SEC 2 PART OF BLK1 LOT1 FORMERLY KNOWN AS PARCEL 0000-31-011- 004-0-012-01 0000-31-011-004-0- 013-01 0000-31-011-004-0-015-02 REC# 2003-13648 REC# 2003-12842 REC# 2003-15042 9.71 Acres
WALMART STORES INC ATTN TAX DEPT PO BOX 8050 MS 05555 BENTONVILLE, AR 72712-8050			SHAWNEE MALL SUB SEC 2 PART OF BLK1 LOT1 FORMERLY KNOWN AS PARCEL 0000-31-011- 004-0-005-00 0000-31-011-004-0- 031-00 3495-00-00A-008-0-000-00 REC# 2003-12842 REC# 2003-15040 REC# 2003-15039 LESS A TRACT DESCRIBES AS BEG 339.27'E SW/C LOT 1 BLK 2 N133.72' E46.04' N43.04' E18' S43.04' E119.97' S134.66' W184' POB(2008-18815) LESS .64AC DESCRIBED AS LOT 2 BLK 1 OF THE AMENDED PLAT OF THE FINAL PLAT OF SHAWNEE MALL SUBDIVISION SECTION 2 A REPLAT OF LOT 1 BLK1 OF SHAWNEE MALL SUBDIVISION SECTION 2 13.41 Acres
MURPHY OIL USA INC AD VALOREM TAX DEPT PO BOX 7300 EL DORADO, AR 71731-7300			SHAWNEE MALL SUB SEC 2 PAR OF BLK 1 LOT 1 BEG 339.27E SW/C LOT 1 BLK 2 N133.72' E46.04' N43.04' E18' S43.04' E119.97' S134.66' W184' POB
CFT DEVELOPMENT LLC 702 SW 8 <sup>TH</sup> ST BENTONVILLE, AR 72716			LOT 2 BLK 1 OF THE AMENDED PLAT OF THE FINAL PLAT OF SHAWNEE MALL SUB SEC 2 A REPLAT OF LOT 1 BLK 1 OF SHAWNEE MALL SUB SEC 2
SFP POOL TWO SHOPPING CENTERS 17800 LAREL PARK DR NORTH STE 200C LIVONIA, MI 48152			MALL EAST SEC 1 BLK 1 LOT 1 REC #2004-5383
SHAWNEE HOTELS INC 118 N 7 <sup>TH</sup> ST DURANT, OK 74701			MALL EAST SEC 1 BLK 1 LOT 1 REC #2004-5383 PLAT HOLIDAY INN EXPRESS

RECOMMENDATION TO:

MAYOR  
BOARD OF CITY COMMISSIONERS  
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE  
PLANNING COMMISSION

SUBJECT:

APPLICANT: Nelmon Brauning and/or Stan Brown  
FOR: Rezone from A-1 to C-3  
LOCATION: North of Wal-Mart on Union Street, Shawnee, OK  
PROJECT#: 141447 Case# P01-15

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

A-1; Rural Agricultural

REQUESTED CLASSIFICATION:

C-3; Highway Commercial

PROPOSED PROPERTY USE:

Commercial Enterprise

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

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION:

**MEMBERS PRESENT:** 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
BERGSTEN			X			
CLINARD			X			
KERBS		X	X			
SILVIA (CHAIRMAN)						Absent
SALTER (VICE-CHAIRMAN)			X			
COWEN	X		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  
PUBLIC HEARING NOTICE  
CASE #P01-15

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

The property requesting rezoning is described as follows:

A tract of land located in the North-Half (N/2) of Section Thirty-One (31) Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, with an assumed basis of bearing of N89°38'30"E along the North Line of the NE/4 of said Section 31: Beginning at the Northwest Corner (NW/C) of the Northeast Quarter (NE/4) of Section 31; thence N89°38'30"E along the North Line of said NE/4 for a distance of 1274.75 feet to a point on the West Line of the Atchison, Topeka & Santa Fe Railroad; thence S02°14'09"E along the West Line of the Atchison, Topeka & Santa Fe Railroad for a distance of 878.05 feet; thence N89°42'29"W for a distance of 598.32 feet; thence S00°55'25"W for a distance of 693.60 feet to the Northeast Corner (NE/C) of Lot One (1), Block One (1) of Shawnee Mall Subdivision East, Section One (10); thence N89°42'29"W along the North Line of Lot One (1), Block One (1) of Shawnee Mall Subdivision East, Section One (1), for a distance of 431.54 feet to a point on the East Right-of-way Line of North Union Street; thence N00°01'05"E along the East Right-of-way Line of the North Union Street for a distance of 379.38 feet; thence N89°59'03"W along the North Right-of-way Line of the North Union Street for a distance of 379.38 feet; thence N89°59'03"W along the North Right-of-way Line of the North Union Street for a distance of 50.00 feet to the NE/C of Lot One (1), Block One (1) of Shawnee Mall Subdivision, Section Two (2); thence continuing N89°59'03"W along the North Line of Lot One (1), Block One (1) of Shawnee Mall Subdivision, Section Two (2), for a distance of 988.72 feet; thence N00°01'15"E along the East Line of Lot One (1), Block One (1) of Shawnee Mall Subdivision, Section Two (2), for a distance of 423.60 feet; thence continuing N00°01'15"E for a distance of 749.74 feet to a point on the North Line of the NW/4 of Section 31; thence N89°39'12"E along the North Line of said NW/4 for a distance of 770.25 feet to the point of beginning, containing 55.50 acres, more or less

General Location Known As:	<u>N of Wal-Mart on Union St., Shawnee, OK</u>
Current Zoning Classification:	<u>A-1; Rural Agricultural District</u>
Requested Zoning Classification:	<u>C-3; Automotive and Commercial District</u>
Proposed Use of Property:	<u>Commercial Development</u>
Applicant:	<u>Nelmon Brauning</u>

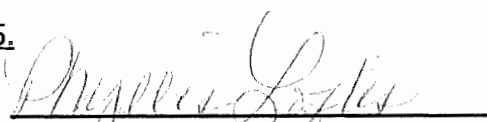
The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

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

March 4 <sup>th</sup> , 2015	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
March 16 <sup>th</sup> , 2015	AT 6:30 P.M.:	CITY OF SHAWNEE CITY COMMISSION

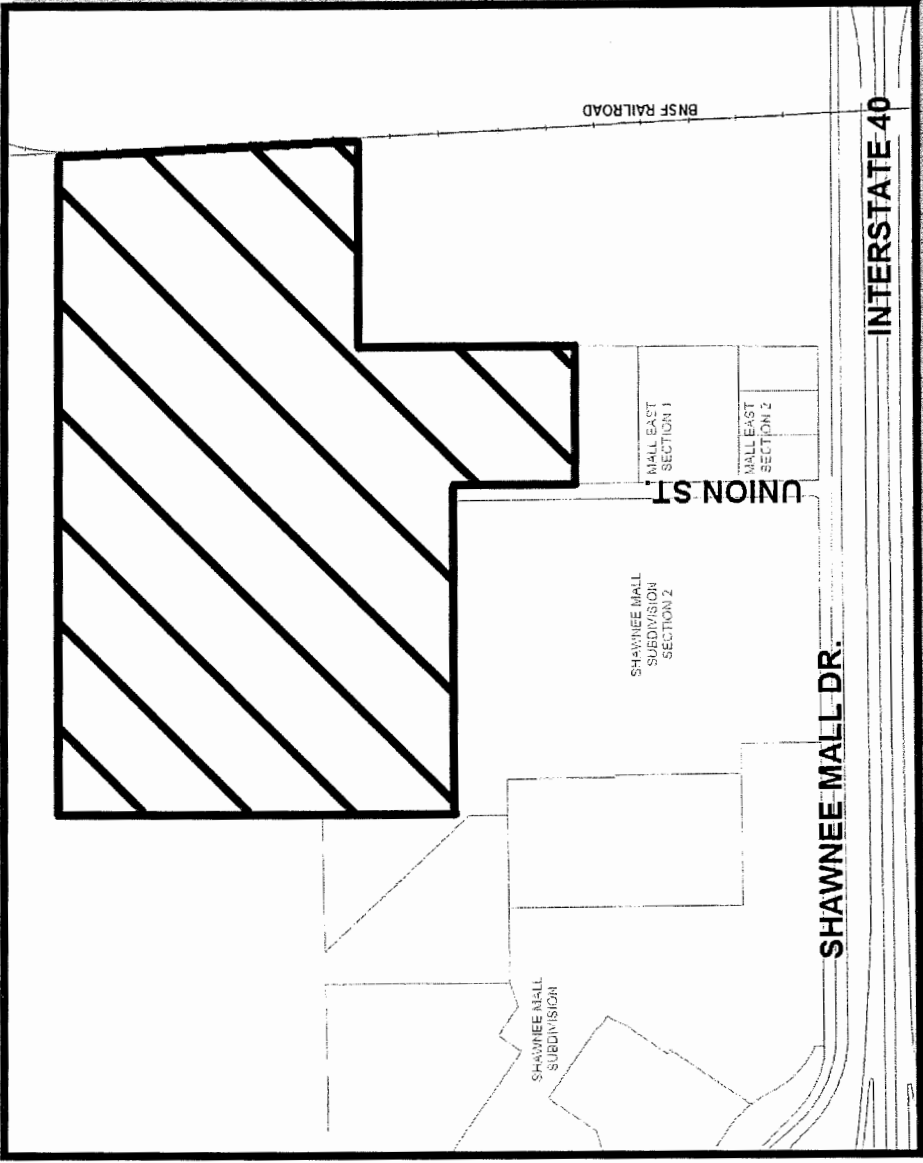
At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition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

Witness my hand this 10<sup>th</sup> day of February, 2015.

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

Location Map

Case #P01-15



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

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND LOCATED IN THE NORTH-HALF (N/2) OF SECTION THIRTY-ONE (31) TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, WITH AN ASSUMED BASIS OF BEARING OF N89°38'30"E ALONG THE NORTH LINE OF THE NE/4 OF SAID SECTION 31: BEGINNING AT THE NORTHWEST CORNER (NW/C) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 31; THENCE N89°38'30"E ALONG THE NORTH LINE OF SAID NE/4 FOR A DISTANCE OF 1274.75 FEET TO A POINT ON THE WEST LINE OF THE ATCHISON, TOPEKA & SANTA FE RAILROAD; THENCE S02°14'09"E ALONG THE WEST LINE OF THE ATCHISON, TOPEKA & SANTA FE RAILROAD FOR A DISTANCE OF 878.05 FEET; THENCE N89°42'29"W FOR A DISTANCE OF 598.32 FEET; THENCE S00°55'25"W FOR A DISTANCE OF 693.60 FEET TO THE NORTHEAST CORNER (NE/C) OF LOT ONE (1), BLOCK ONE (1) OF SHAWNEE MALL SUBDIVISION EAST, SECTION ONE (10); THENCE N89°42'29"W ALONG THE NORTH LINE OF LOT ONE (1), BLOCK ONE (1) OF SHAWNEE MALL SUBDIVISION EAST, SECTION ONE (1), FOR A DISTANCE OF 431.54 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH UNION STREET; THENCE N00°01'05"E ALONG THE EAST RIGHT-OF-WAY LINE OF THE NORTH UNION STREET FOR A DISTANCE OF 379.38 FEET; THENCE N89°59'03"W ALONG THE NORTH RIGHT-OF-WAY LINE OF THE NORTH UNION STREET FOR A DISTANCE OF 379.38 FEET; THENCE N89°59'03"W ALONG THE NORTH RIGHT-OF-WAY LINE OF THE NORTH UNION STREET FOR A DISTANCE OF 50.00 FEET TO THE NE/C OF LOT ONE (1), BLOCK ONE (1) OF SHAWNEE MALL SUBDIVISION, SECTION TWO (2); THENCE CONTINUING N89°59'03"W ALONG THE NORTH LINE OF LOT ONE (1), BLOCK ONE (1) OF SHAWNEE MALL SUBDIVISION, SECTION TWO (2), FOR A DISTANCE OF 988.72 FEET; THENCE N00°01'15"E ALONG THE EAST LINE OF LOT ONE (1), BLOCK ONE (1) OF SHAWNEE MALL SUBDIVISION, SECTION TWO (2), FOR A DISTANCE OF 423.60 FEET; THENCE CONTINUING N00°01'15"E FOR A DISTANCE OF 749.74 FEET TO A POINT ON THE NORTH LINE OF THE NW/4 OF SECTION 31; THENCE N89°39'12"E ALONG THE NORTH LINE OF SAID NW/4 FOR A DISTANCE OF 770.25 FEET TO THE POINT OF BEGINNING, CONTAINING 55.50 ACRES, MORE OR LESS, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL DISTRICT TO C-3; AUTOMOTIVE AND COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing was conducted by the Board of Commissioners of the City of Shawnee, Oklahoma, on the 16<sup>th</sup> day of March, 2015 upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification A-1; Rural Agricultural District to C-3; Automotive and Commercial District.

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be zoned 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 in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND LOCATED IN THE NORTH-HALF (N/2) OF SECTION THIRTY-ONE (31) TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, WITH AN ASSUMED BASIS OF BEARING OF N89°38'30"E ALONG THE NORTH LINE OF THE NE/4 OF SAID SECTION 31: BEGINNING AT THE NORTHWEST CORNER (NW/C) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 31; THENCE N89°38'30"E ALONG THE NORTH LINE OF SAID NE/4 FOR A DISTANCE OF 1274.75 FEET TO A POINT ON THE WEST LINE OF THE ATCHISON, TOPEKA & SANTA FE RAILROAD; THENCE S02°14'09"E ALONG THE WEST LINE OF THE ATCHISON, TOPEKA & SANTA FE RAILROAD FOR A DISTANCE OF 878.05 FEET; THENCE N89°42'29"W FOR A DISTANCE OF 598.32 FEET; THENCE S00°55'25"W FOR A DISTANCE OF 693.60 FEET TO THE NORTHEAST CORNER (NE/C) OF LOT ONE (1), BLOCK ONE (1) OF SHAWNEE MALL SUBDIVISION EAST, SECTION ONE (10); THENCE N89°42'29"W ALONG THE NORTH LINE OF LOT ONE (1), BLOCK ONE (1) OF SHAWNEE MALL SUBDIVISION EAST, SECTION ONE (1), FOR A DISTANCE OF 431.54 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH UNION STREET; THENCE N00°01'05"E ALONG THE EAST RIGHT-OF-WAY LINE OF THE NORTH UNION STREET FOR A DISTANCE OF 379.38 FEET; THENCE N89°59'03"W ALONG THE NORTH RIGHT-OF-WAY LINE OF THE NORTH UNION STREET FOR A DISTANCE OF 379.38 FEET; THENCE N89°59'03"W ALONG THE NORTH RIGHT-OF-WAY LINE OF THE NORTH UNION STREET FOR A DISTANCE OF 50.00 FEET TO THE NE/C OF LOT ONE (1), BLOCK ONE (1) OF SHAWNEE MALL SUBDIVISION, SECTION TWO (2); THENCE CONTINUING N89°59'03"W ALONG THE NORTH LINE OF LOT ONE (1), BLOCK ONE (1) OF SHAWNEE MALL SUBDIVISION, SECTION TWO (2), FOR A DISTANCE OF 988.72 FEET; THENCE N00°01'15"E ALONG THE EAST LINE OF LOT ONE (1), BLOCK ONE (1) OF SHAWNEE MALL SUBDIVISION, SECTION TWO (2), FOR A DISTANCE OF 423.60 FEET; THENCE CONTINUING N00°01'15"E FOR A DISTANCE OF 749.74 FEET TO A POINT ON THE NORTH LINE OF THE NW/4 OF SECTION 31; THENCE N89°39'12"E ALONG THE NORTH LINE OF SAID NW/4 FOR A DISTANCE OF 770.25 FEET TO THE POINT OF BEGINNING, CONTAINING 55.50 ACRES, MORE OR LESS, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF is hereby rezoned from A-1; Rural Agricultural District to C-3; Automotive and Commercial District and the official zoning map heretofore adopted is hereby amended so as to include said property as C-3; Automotive and Commercial District.

PASSED AND APPROVED this 16<sup>th</sup> day of March, 2015.

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WES MAINORD, MAYOR

(SEAL)

ATTEST:

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PHYLLIS LOFTIS, CMC  
CITY CLERK

Approved as to form and legality this 16th day of March, 2015.

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MARY ANN KARNS  
CITY ATTORNEY

**Regular Board of Commissioners**

**5.**

**Meeting Date:** 03/16/2015

P04-15 Rezone

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 property located at 1500 East Independence Street from A-1; Rural Agricultural District to R-1; Single Family Residential District.

Case No. P04-15; Applicant: Landes Engineering LLC

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Attachments

P04-15 - S04-15 Staff Report

P04-15 Recommendations

P04-15 Public Hrg Notice

P04-15 Ordinance



**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**

**Rezone – Case #P04-15**  
**Preliminary Plat – Case #S04-15**

TO: Shawnee Planning Commission  
AGENDA: March 4, 2015  
RE: Tamarack the Village

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### **PROPOSAL**

The applicant is requesting both a rezone and Preliminary Plat approval for 42 single-family lots on approximately 12 acres of undeveloped land. The property is located on the northeast corner of Independence and Elm; it is currently zoned A-1: Agricultural and the proposal is a change to R-1: Single-family Residential. A portion of the development is to be gated.

### **GENERAL INFORMATION**

<b>Applicant</b>	Landes Engineering LLC
<b>Owner</b>	Clayton Eads
<b>Site Location/Address</b>	NE Corner of Independence and Elm
<b>Current Site Zoning</b>	A-1: Rural Agricultural
<b>Proposed Zoning</b>	R-1: Single-family Residential
<b>Property Area</b>	12 Acres (approximate)
<b>Current Use</b>	Undeveloped
<b>Proposed Use</b>	Single-family Residential Development
<b>Comprehensive Plan</b>	Residential

<b>Designation</b>	
<b>Surrounding Land Use</b>	North – Agricultural (A-1) South – Residential (R-1) West – Residential (R-1/R-3), Agricultural (A-1), Commercial (C-1) East – Residential (R-1) & Agricultural (A-1)
<b>Surrounding Zoning</b>	Varies – please see zoning map. ( <i>Figure 1</i> )

**STAFF REVIEW AND ANALYSIS**

Rezone: A-1 to R-1

The applicant is requesting approval for a rezone from A-1 (Rural Agricultural) to R-1 (Single-family Residential) for the construction of a residential housing development with a portion being gated. It is staff’s opinion that, based on the surrounding zoning, such a rezone would be consistent with development patterns in the area (Figure 1). After review of the Shawnee Comprehensive Plan, the subject site is appropriately designated for residential development (Figure 3).

Preliminary Plat

According the Preliminary Plat application, Tamarack the Village is a proposed forty-two (42) lot residential subdivision located on approximately twelve (12) Acres of undeveloped land. Generally, each lot will be approximately 7,000 square feet in size and each structure will be no greater than 1,500 square feet.

The subject subdivision will be built out in two (2) phases. The first phase will consist of the twelve (12) lots along Elm Street. Phase two will include the remaining thirty (30) interior lots. Two (2) private access drives are represented on the Preliminary Plat; one along Elm Street and the other coming off of Independence Street. All private drives shall be built to City standards. If approved, development north of the interior intersection of both access drives will be gated. As per code, any development along Independence Street will require a six (6’) foot sidewalk for the extent of the property line.

The City Engineer has provided extensive notes regarding requirements and resolution of those items will be required before Final Plat Approval (Exhibit 2).

Staff does hereby recommend approval for the proposed zone change from A-1 (Rural Agricultural) to R-1 (Single-family Residential).

Staff does hereby recommend approval for the proposed preliminary plat, with conditions.

## STAFF RECOMMENDATION

Staff recommends approval of the proposed rezone from *A-1: Agricultural* to *R-1: Single-family Residential* for the subject property.

Also, Staff does recommend approval of the proposed Preliminary Plat with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. A six (6') foot sidewalk shall be required along Independence Street.
4. A limits-of-no-access shall be placed along Independence Street as to allow no further access drives beyond the one.
5. All Conditions and items listed in Exhibit 2 must be met before Final Plat approval.
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. Figure 4: Complaint Letter
5. Exhibit 1: Preliminary Plat
6. Exhibit 2: City Engineer Notes



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

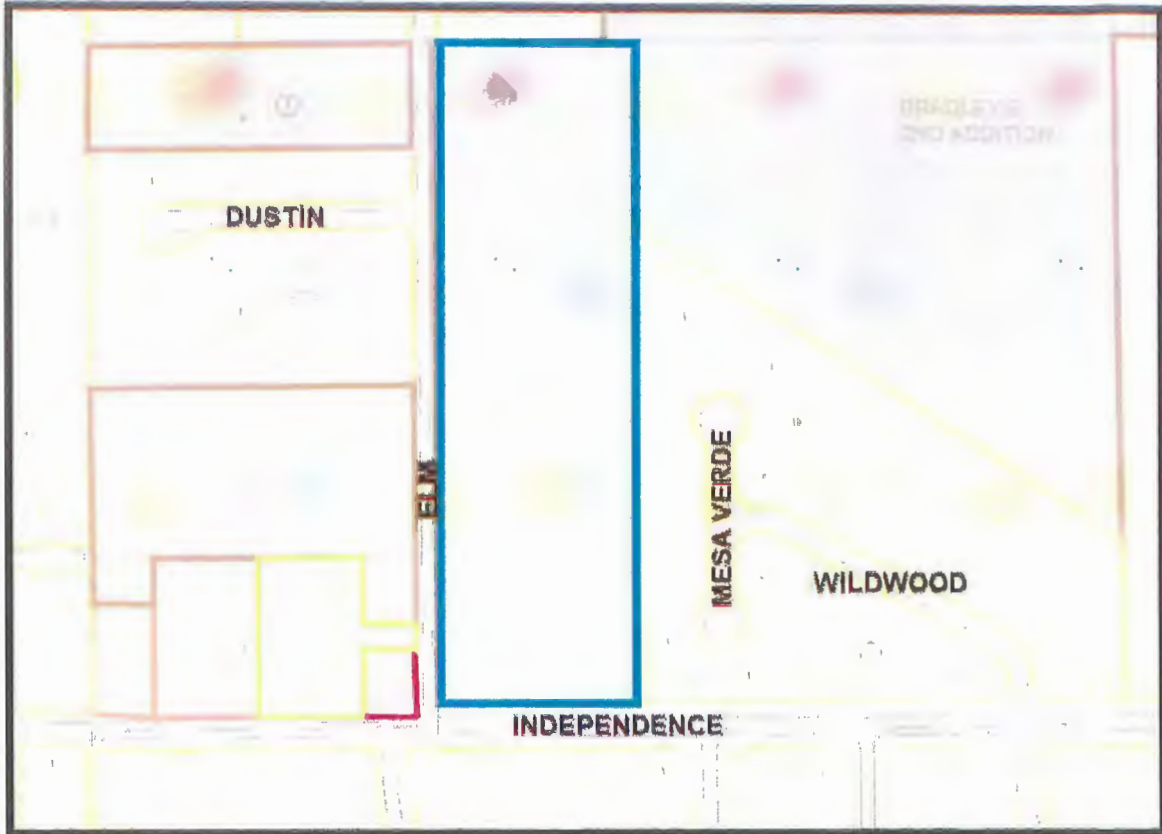


Figure 2: Zoning Map of site – approximate total area outlined in blue.

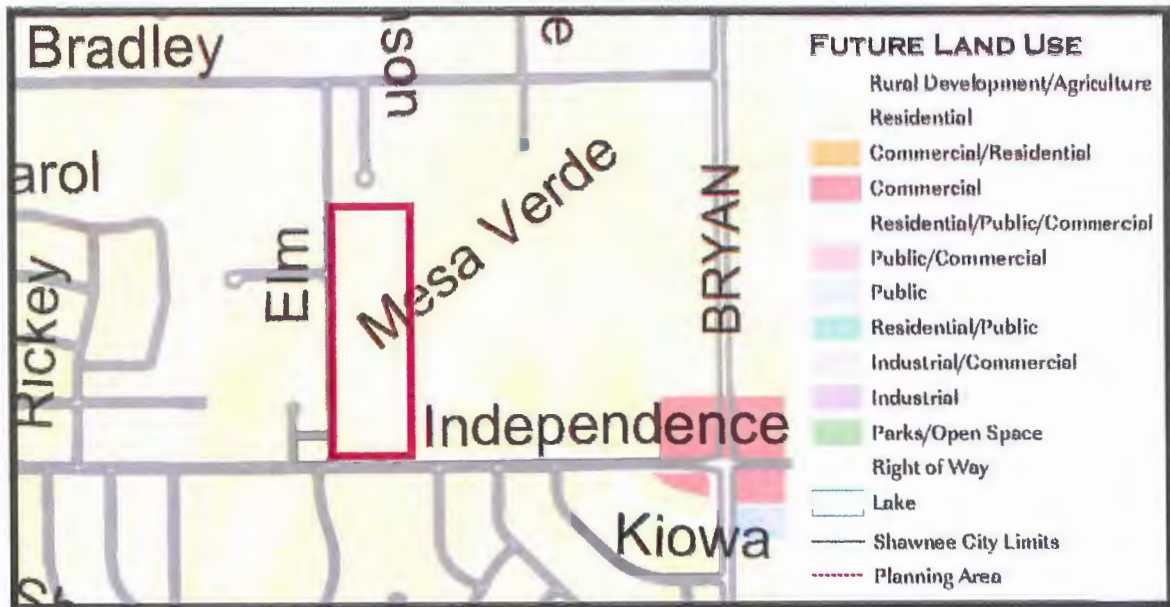


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map (Figure 4.2).



CITY OF SHAWNEE  
222 N. BROADWAY  
SHAWNEE, OK 74801

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

**PLANNING COMMISSION APPLICATION**  
PROJECT NO. 150120 CASE NO. 70445

**REQUEST:**

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

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

PROPERTY LOCATION (STREET ADDRESS): NE Quadrant of Independence & Elm Street

LEGAL DESCRIPTION: See attached JTWD

PROPERTY OWNER (S): Clayton Eads

PROPERTY AGENT (APPLICANT): Landes Engineering LLC

APPLICANT'S ADDRESS: 903 E. 35th St.

CITY: Shawnee STATE OK ZIP 74804

EMAIL ADDRESS: landesengineering@landesengineering.net

TELEPHONE NUMBER: (405) 275-5388 CONTACT NUMBER: ( )

DIMENSIONS OF PROPERTY: AREA 521,658 sq. ft. WIDTH 397' on Independence St.  
LENGTH 1314' on Elm St. FRONTAGE 1711'

CURRENT ZONING: Agricultural CURRENT USE: None

PROPOSED ZONING: R-1 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 4th day of February, 2015

Cheryle Lincoln  
PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00  
RECEIPT NO. 01700622

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.: \_\_\_\_\_

We have completed our review of the submitted material for Prelim Plat for the Tamarack The Village Subdivision and would make the following comments:

- Prelim. Plat needs to show half street improvement along Elm Street as required by Subdivision Regulations, and they need to indicate the paving template cross section also.
- Water line needs to be looped (no dead ends), and locations of valves need to be out from under the proposed street paving.
- Need to accurately show all existing easements (i.e. sanitary sewer easements) and indicate book/page or other instrument number of recorded easement.
- Water line crossing(s) under Independence and Elm streets need to be indicated that roadways will be bored and sleeved. Bore pits are to be no closer than 15' from edge of paving and/or from back of curb.
- They indicate location and approximate size of detention facility on the Prelim Plat, But, there has not been any hydrology/hydraulic analysis presented to justify size of detention area. We cannot give approval to the actual size of the detention facility or the outlet works required at this time
- The drainage structure under Elm Street immediately south of Tamarack Terrace will need to be extended and will need to be shown on their paving plans as to how that is proposed to be accomplished.
- Stormwater detention area needs to be shown as an Outlot A to affix ownership other than just describing how the area is to be used.
- There needs to be drainage inlets and storm sewer in the cul-de-sac area to collect the runoff and get it to the detention area. No improvement is shown on the plat on how runoff will be conveyed to the detention area. Will also need an easement indicated on the prelim plat to accommodate storm sewer location between the cul-de-sac and the detention area.
- They show on the Prelim Plat that there will be a 50' R/W for Tamarack Lane and Tamarack Drive, but, then indicate street as "Private". If the Street is to be private then there needs to be a designation of 'roadway easement' instead of the 50' R/W. If "Private" then the lot lines need to be to the center of the street(s) with roadway easement(s) shown appropriately.
- Need to show Paving Template and cross-section of pavement proposed for the street(s) whether they are to be Public or Private.
- They need to show accurately on the Prelim Plat the existing right-of-way along Elm Street and accurately show the location and width of the proposed right-of-way dedications along Elm Street.
- Lots 13, 14, 15, & 16 at the cul-de-sac do not meet the 100' distance requirement from the terminus of the cul-de-sac right of way to the nearest property line.

If you have any questions or need additional information, let us know.

Thanks,  
John K.

*John M. Krywicki, P.E.  
City Engineer  
Shawnee, Ok*

*Ph: 405.878.1660  
Fax: 405.878.1719*

**EXHIBIT**

**2**

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 (kdrain@shawneecok.org) and filing fees upon submitting this application.

APPLICANT Landes Engineering LLC

APPLICANT ADDRESS 903 E. 35<sup>th</sup> St., Shawnee, OK 74804

APPLICANT PHONE NUMBERS 405-275-5388

EMAIL ADDRESS landesengineering@landesengineering.net

NAME OF PLAT Tamarack The Village

LOCATION NE Quadrant of Independence & Elm Streets, Shawnee 74804

NUMBER OF ACRES approx. 11.97 NUMBER OF LOTS 42

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 \$228.00

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00

PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 42 \$84.00

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

TOTAL COST \$309.00

**OWNER/DEVELOPER INFORMATION:**

NAME Clayton Eads, Redbud Development

ADDRESS 106 Huntington Court, Shawnee, OK 74801

CONTACT NUMBERS 405-760-2880

EMAIL ADDRESS chefour@aol.com

**PROJECT ENGINEER INFORMATION:**

NAME Richard L. Landes PE #8679, Landes Engineering LLC

ADDRESS 903 E. 35<sup>th</sup> St., Shawnee, OK 74804

CONTACT NUMBERS 405-275-5388

EMAIL ADDRESS landesengineering@landesengineering.net

-----  
FOR STAFF USE ONLY

PROJECT NUMBER: 150118

CASE NUMBER: 30415

DATE: 2-4-15

AMOUNT PAID: 309.00

RECEIPT NO. 01700434



**First American Title & Trust Company**  
123 West Highland  
Shawnee, OK 74801  
Phone: (405)275-0266 / Fax: (866)721-6216

PR: SOCIETY

Ofc: 2199 (542)

**Final Invoice**

To: Landes Engineering LLC & Assoc.  
903 E. 35th St., P. O. Box 1032  
Shawnee, OK 74802-1032

Invoice No.: 542 - 219942681  
Date: 02/03/2015  
Our File No.: 1999570-SH99  
Title Officer: Ken McDowell  
Escrow Officer:  
Customer ID: 2578818

Attention: Skip

Your Reference No.:

RE: Property:  
1500 East Independence, Shawnee, OK 74804

Liability Amounts  
Owners:  
Lenders:

Buyers: Clayton Eads, Judy Eads  
Sellers:

Description of Charge	Invoice Amount
Ownership Report	\$300.00

**INVOICE TOTAL \$300.00**

Comments:

**Thank you for your business!**

*To assure proper credit, please send a copy of this invoice and Payment to:  
Attention: Accounts Receivable Department  
123 West Highland  
Shawnee, OK 74801*

**CERTIFICATE OF BONDED ABTRACTOR**  
**(300 FEET RADIUS REPORT)**

STATE OF OKLAHOMA                    )  
  ) §:  
COUNTY OF POTTAWATOMIE         )

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

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

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (3 ), both inclusive.

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

Dated: January 26, 2015 at 7:30 AM

**First American Title & Trust Company**

By: Bobbie Jo Kopepasah  
Bobbie Jo Kopepasah  
Abstractor License No. 3389  
OAB Certificate of Authority # 49  
File No. 1999570-SH99

OWNERSHIP LIST

ORDER NO. 1999570

DATE PREPARED: February 3, 2015  
EFFECTIVE DATE: January 26, 2015 at 7:30 AM

OWNER	LOT	BLK	ADDITION
EDWARD J MACGILFREY 21500 CACIFA ST, #92 WOODLAND HILLS, CA 91367			BRADLEY'S 2ND LOT 8 BEG SW/C LOT 8 E335' N295.6' E145' S112' E140' S54.40' W99.83' S129.40' W184.48' POB
THOMAS & ESPERANZA SWEARINGEN 1214 CHARLES DR SHAWNEE, OK 74804			BRADLEY'S 2ND PT LOT 8 COMM SW/C LOT 8 TH E520' POB N129.40' E99.83' S129.20' W100.52' POB
DALE E WIGINTON 1510 N ELM SHAWNEE, OK 74804			BRADLEY'S 2 <sup>ND</sup> S80' OF N112' OF E140' LOT 8
FRED M JACKSON M JR 4600 WOODGATE CT LOOMIS, CA 95650			BRADLEY'S 2ND N32' OF E140' LOT 8 & S199.15' OF E140' LOT 7 LESS A TR BEG 61.4' N SE/C LOT 7 W140' N137.75' E140' S137.75' POB 2008-15534
LAWRENCE & DIANA INMAN PO BOX 3551 SHAWNEE, OK 74802-3551			BRADLEY'S 2ND BEG 61.4' N SE/C LOT 7 W140' N137.75' E140' S137.75' POB DUPLEX 1520 & 1522 N ELM
JIM LOWE 1404 CHARLES DR SHAWNEE, OK 74804			BRADLEY'S 2ND BEG SW/C LOT 7 E389' N180' W214' S31.4' W25' S139' W150' S9.6' POB
JIM D LOWE 1404 CHARLES DR SHAWNEE, OK 74804			BRADLEY'S 2ND 1/2 UNDIV INT. IN LOT 7 BEG 247'E NW/C LOT 7 S148.6' E142' S180' ETC.
LAMPL INV LLC 372 CENTRAL PARK WEST APT 9Y NEW YORK, NY 10025			BRADLEY'S 2ND 1/2 UNDIV INT IN LOT 7 BEG 247'E NW/C LOT 7 S148.6' E142' S180' E91' ETC
JAMES R MARSHALL & KAREN ANN HENSON 8 DUSTIN CIR SHAENEE, OK 74804	1	1	LAIRWOOD ESTATES
ROGER KLAUS 6 DUSTIN CIR SHAWNEE, OK 74804	2	1	LAIRWOOD ESTATES
WAYNE L & SUSAN K COURTNEY TRUST 4 DUSTIN CIRCLE SHAWNEE, OK 74804	3	1	LAIRWOOD ESTATES
FRANK R & VALERI M HARRIS 1800 N ELM SHAWNEE, OK 74804		1	LAIRWOOD ESTATES BLK 1 LOT 4 LESS BEG SE/C LOT 4 W145' N105' E145' S104.14' POB 1.00 LOTS
KEVIN D & DIANA 2 DUSTIN CIRE SHAWNEE, OK 74804		1	LAIRWOOD ESTATES BLK 1 BEG SE/C LOT 4 W145' N105' E145' S104.14' POB

BELNDA G HOBBS PO BOX 3634 SHAWNEE, OK 74802-3634	1	2	LAIRWOOD ESTATES
DAN B & KATHRYN M CLIMER 3 DUSTIN CIR SHAWNEE, OK 74804	2	2	LAIRWOOD ESTATES
MICHAEL R & JULIA C STEWART 5 DUSTIN CIR SHAWNEE, OK 74804	3	2	LAIRWOOD ESTATES
THE MWB & RLB REV FAMILY TRUST 7 DUSTIN CIR SHAWNEE, OK 74804	4	2	LAIRWOOD ESTATES
K G & K E WALL REV FAMILY TRUST 9 DUSTIN CIR SHAWNEE, OK 74804	5	2	LAIRWOOD ESTATES
CHARLES F JR & MARY M HILL TRUSTEES OF HILL FAMILY TRUST 1705 E BRADLEY SHAWNEE, OK 74804			A TR IN SE BEG 1057.66' E & 967.40' N SW/C TH N 350' E 931.67' S 973.34' N56°W 1119.44' POB LESS .24 AC TO HONEYFARM 14.10 Acres
SHETTY 2012 REVOC TRUST 1706 AUTUMN LN SHAWNEE, OK 74801		4	BRIARWOOD ESTATES
MICHAEL R & SABRA S TUCKER 1704 AUTUMN LN SHAWNEE, OK 74801		5	BRIARWOOD ESTATES LOT 5 LESS TR
SHELLEY K HEMBREE 1702 AUTUMN LANE SHAWNEE, OK 74801			BRIARWOOD ESTATES LOT 6 & TR BEG AT SW/C LOT 5 TH N33.07' N78°E65.27' TH SW53°79.04' POB 1.25 Lots
WILLIAM A & COLEEN P CHAPMAN 1701 AUTUMN LN SHAWNEE, OK 74804			BRIARWOOD ESTATES LOT 7 & BEG SW/C OF LOT 7 BRIARWOOD ESTATES-REPLAT BLK 11 BRADLEY'S 1ST TH S25' E160' N25' W160' POB 1.00 Lots
GREGORY J & KIMBERLY F SMITH 1703 AUTUMN LN SHAWNEE, OK 74804		8	BRIARWOOD ESTATES
RONNIE R & JULIA F COLUMBUS 1705 AUTUMN LN SHAWNEE, OK 74801		9	BRIARWOOD ESTATES
JENNY LOU ADKISON 1504 MESA VERDE SHAWNEE, OK 74804	18	1	EMERALD FOREST
BILL MCCOIN 1502 MESA VERDE SHAWNEE, OK 74804	19	1	EMERALD FOREST
THERESA M & STEVEN E HENDRIX 1500 MESA VERDE SHAWNEE, OK 74804	20	1	EMERALD FOREST
FRED DEAN AKIN 1501 MESA VERDE SHAWNEE, OK 74804	21	1	EMERALD FOREST

TONIA ANN & CAMERON K CRANE 1503 MESA VERDE SHAWNEE, OK 74804	22	1	EMERALD FOREST
ROBERTA & DELBERT DUJ PO BOX 3030 SHAWNEE, OK 74802-3030			JACKSON'S FIRST ADDITION A RE-PLAT OF PART OF BLK 9 & 10 OF BRADLEY'S 1ST ADD BLK 1 LOT 1 1.00 Lots
BDC HOMES LLC C/O JOHN F BARRETT 1210 GORDON COOPER SHAWNEE, OK 74801			JACKSON'S FIRST ADDITION A RE-PLAT OF PART OF BLK 9 & 10 OF BRADLEY'S 1ST ADD BLK 1 LOT 3 1.00 Lots
BDC HOMES LLC C/O JOHN F BARRETT 1210 GORDON COOPER SHAWNEE, OK 74801			JACKSON'S FIRST ADDITION A RE-PLAT OF PART OF BLK 9 & 10 OF BRADLEY'S 1ST ADD BLK 1 LOT 4 1.00 Lots
BDC HOMES LLC C/O JOHN F BARRETT 1210 GORDON COOPER SHAWNEE, OK 74801			JACKSON'S FIRST ADDITION A RE-PLAT OF PART OF BLK 9 & 10 OF BRADLEY'S 1ST ADD BLK A DRAINAGE & COMMON AREA 1.00 Lots
BDC HOMES LLC C/O JOHN F BARRETT 1210 GORDON COOPER SHAWNEE, OK 74801			JACKSON'S FIRST ADDITION A RE-PLAT OF PART OF BLK 9 & 10 OF BRADLEY'S 1ST ADD BLK 1 LOT 2 1.00 Lots
BDC HOMES LLC C/O JOHN F BARRETT 1210 GORDON COOPER SHAWNEE, OK 74801			JACKSON'S FIRST ADDITION A RE-PLAT OF PART OF BLK 9 & 10 OF BRADLEY'S 1ST ADD BLK 1 LOT 11 1.00 Lots 1.01 Acres
CHARLES F JR & MARY M HILL TRUSTEES OF HILL FAMILY TRUST 1705 E BRADLEY SHAWNEE, OK 74802-1341	12		BRADLEY'S 1 <sup>ST</sup>
GLENN V & LORINE P WATSON TRUST 1925 E BRADLEY SHAWNEE, OK 74804	13		BRADLEY'S 1 <sup>ST</sup>
DAVID & GIVONNA CARTER 44805 HAZEL DEL RD SHAWNEE, OK 74804			NE NE LESS 2A SE/C NE NE 10 11N 4E
ALLOTMENT OK - 0			N/2 NW 10 11N 4E
JAMES V STRANGE 44703 HAZEL DEL RD MEEKER, OK 74855			W/2 NE 10 11N 4E



RECOMMENDATION TO:

MAYOR  
BOARD OF CITY COMMISSIONERS  
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE  
PLANNING COMMISSION

SUBJECT:

APPLICANT: Landes Engineering LLC  
FOR: Rezone  
LOCATION: 1500 E. Independence Street, Shawnee, OK  
PROJECT#: 150120 Case# P04-15

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

A-1; Rural Agricultural

REQUESTED CLASSIFICATION:

R-1; Single-Family Residential

PROPOSED PROPERTY USE:

Single-Family Residential Development

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

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION:

**MEMBERS PRESENT:** 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
BERGSTEN	X		X			
CLINARD			X			
KERBS			X			
SILVIA (CHAIRMAN)						ABSENT
SALTER (VICE-CHAIRMAN)			X			
COWEN			X			
KIENZLE		X	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  
PUBLIC HEARING NOTICE  
CASE #P04-15

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

The property requesting rezoning is described as follows:

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

General Location Known As:	<u>1500 E. Independence St., Shawnee, OK</u>
Current Zoning Classification:	<u>A-1; Rural Agricultural District</u>
Requested Zoning Classification:	<u>R-1; Single Family Residential District</u>
Proposed Use of Property:	<u>Residential</u>
Applicant:	<u>Landes Engineering LLC</u>


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

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

March 4 <sup>th</sup> , 2015	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
March 16 <sup>th</sup> , 2015	AT 6:30 P.M.:	CITY OF SHAWNEE CITY COMMISSION

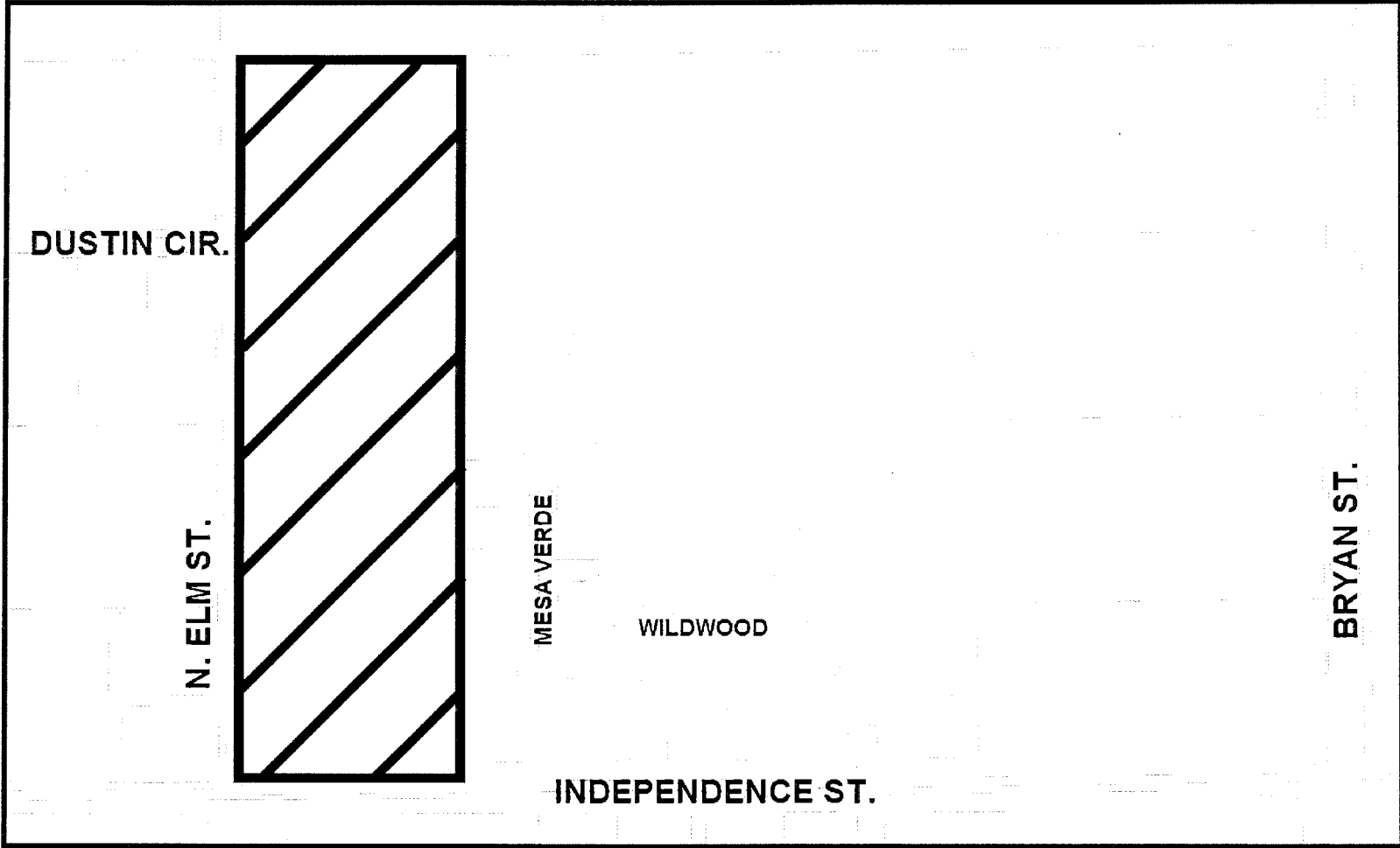
At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition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

Witness my hand this 10<sup>th</sup> day of February, 2015.

  
Phyllis Loftis  
Phyllis Loftis, City Clerk

Location Map

Case #P04-15



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

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING 660 FEET N89°43'27"E OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SW/C SE/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE N00°16'33"W A DISTANCE OF 1314.50 FEET TO A POINT ON THE NORTH LINE OF THE S/2 SE/4; THENCE N89°19'27"E A DISTANCE OF 397.66 FEET; THENCE S00°16'33"E A DISTANCE OF 1314.50 FEET; THENCE S89°43'27"W A DISTANCE OF 397.66 FEET TO THE POINT OF BEGINNING TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL DISTRICT TO R-1; SINGLE FAMILY RESIDENTIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing was conducted by the Board of Commissioners of the City of Shawnee, Oklahoma, on the 16<sup>th</sup> day of March, 2015 upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification A-1; Rural Agricultural District to R-1; Single Family Residential District.

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be zoned 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 in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND DESCRIBED AS BEGINNING 660 FEET N89°43'27"E OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SW/C SE/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE N00°16'33"W A DISTANCE OF 1314.50 FEET TO A POINT ON THE NORTH LINE OF THE S/2 SE/4; THENCE N89°19'27"E A DISTANCE OF 397.66 FEET; THENCE S00°16'33"E A DISTANCE OF 1314.50 FEET; THENCE S89°43'27"W A DISTANCE OF 397.66 FEET TO THE POINT OF BEGINNING TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF is hereby rezoned from A-1; Rural Agricultural District to R-1; Single Family Residential District and the official zoning map heretofore adopted is hereby amended so as to include said property as R-1; Single Family Residential District.

PASSED AND APPROVED this 16<sup>th</sup> day of March, 2015.

---

WES MAINORD, MAYOR

(SEAL)

ATTEST:

---

PHYLLIS LOFTIS, CMC  
CITY CLERK

Approved as to form and legality this 16th day of March, 2015.

---

MARY ANN KARNs  
CITY ATTORNEY

**Regular Board of Commissioners**

**6.**

**Meeting Date:** 03/16/2015

S04-15 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 Tamarack the Village located on the Northeast Corner of Independence and Elm Street.

Case No. #S04-15; Applicant: Landes Engineering LLC

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Attachments

S04-15 Recommendations

RECOMMENDATION TO:

MAYOR  
BOARD OF CITY COMMISSIONERS  
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE  
PLANNING COMMISSION

SUBJECT:

APPLICANT: Landes Engineering LLC  
FOR: Preliminary Plat for Tamarack the Village  
LOCATION: 1500 E. Independence Street, Shawnee, OK  
PROJECT NUMBER 150118 CASE NUMBER S04-15

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

PLANNING COMMISSION RECOMMENDATION: Approval subject to the following conditions:

VOTE OF THE PLANNING COMMISSION: **MEMBERS PRESENT: 6**

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. A six (6' ) foot sidewalk shall be required along Independence Street.
4. A limits-of-no-access shall be placed along Independence Street as to allow no further access drives beyond the one.
5. All Conditions and items listed in Exhibit 2 must be met before Final Plat approval.
6. All other applicable City standards apply.

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
BERGSTEN		X	X			
CLINARD			X			
KERBS			X			
SILVIA (CHAIRMAN)						<b>ABSENT</b>
SALTER (VICE-CHAIRMAN)			X			
COWEN	X		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**

7.

**Meeting Date:** 03/16/2015

S02-15 Final Plat

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

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

Case No. #S02-15; Applicant: The Land Run Group, LLC

---

Attachments

S02-15 Staff Report

S02-15 Recommendations





**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**  
**Final Plat**  
**Case #S02-15**

TO: Shawnee Planning Commission  
AGENDA: March 4, 2015  
RE: Golden Acres Cottages II, Final Plat

---

**PROPOSAL**

The applicant is requesting Final Plat approval for a fifteen (15) unit multi-family residential community located on West MacArthur Boulevard between Leo Street and Ellis Drive. This development recently received approval for both a rezone from R-1 (Single-family residential) to a Planned Unit Development (PUD), and Preliminary Plat approval on February 17, 2015.

**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>	PUD (Planned Unit Development)
<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)
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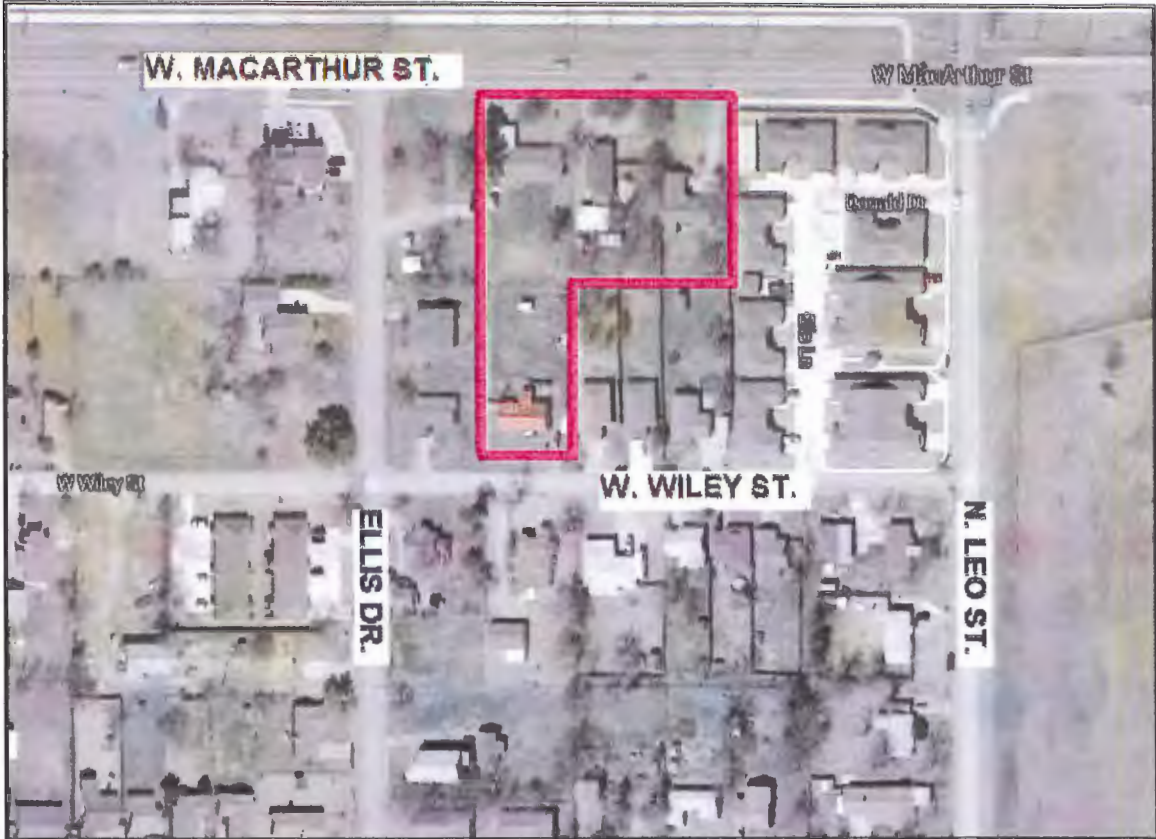


Figure 1: Aerial view of site – approximate total area outlined in red.

**STAFF REVIEW AND ANALYSIS**

The Golden Acres Cottages II Preliminary Plat was approved, with conditions, on February 17, 2015. 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). There is no specific target age group and the design will be limited to two (2) and three (3) bedroom designs. The intended development is near identical in nature to the neighboring Golden Acres Cottages I development directly to the east. The project 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. The drive will be constructed to City standards and will supply a total of thirteen (13) individual parking spaces. Additionally, each home will have a two car garage for off-street parking.

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.

The proposed development is consistent with current land use and the Shawnee Comprehensive Plan designations for this area, which proposes residential use for the future (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 Golden Acres Cottages II Final 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. As MacArthur is a collector street, the sidewalk shall be six (6') feet in width.
- A sight proof fence of six (6') feet in height shall be included along the north and west property lines adjacent to existing residential properties (Section 22-185.11.A, Zoning Code).
- Two (2) monument signs – one at each entrance.

The technical aspects of the Final Plat have been reviewed by the City Engineer and other appropriate staff. With both the conditions set forth during Preliminary Plat approval and the following conditions, Staff does recommend approval of the Final Plat.

#### **STAFF RECOMMENDATION**

Staff recommends **approval** of the Golden Acres Cottages II Final Plat, subject to the following conditions:

1. Final construction documents must be approved by the City Engineer prior to construction.

2. The final engineered drainage plan must be approved by the City Engineer prior to construction.
3. Public improvements shall be installed or otherwise bonded for prior to recording of the Final Plat.
4. A six (6') foot sidewalk shall be installed along MacArthur Street prior to recording of the final plat.
5. 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: Final Plat
5. Exhibit 2: Preliminary Plat
6. Exhibit 3: PUD Master Plan Map

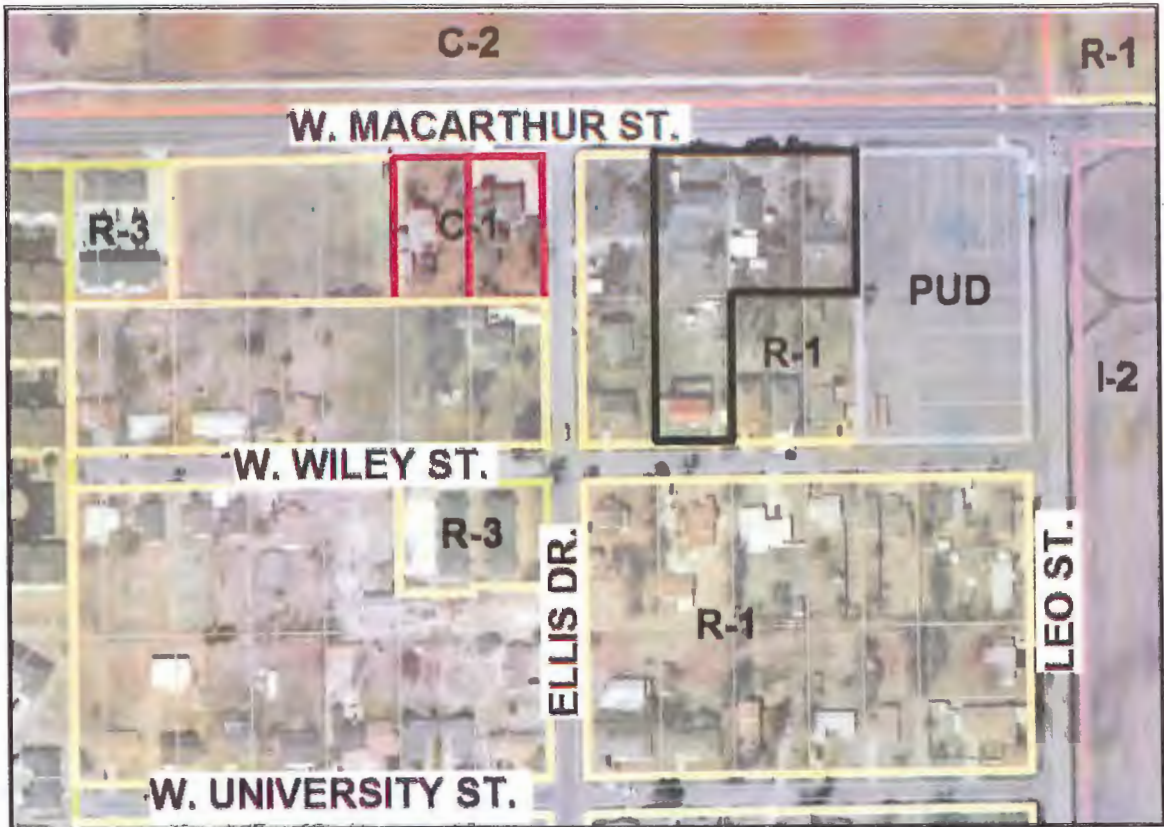
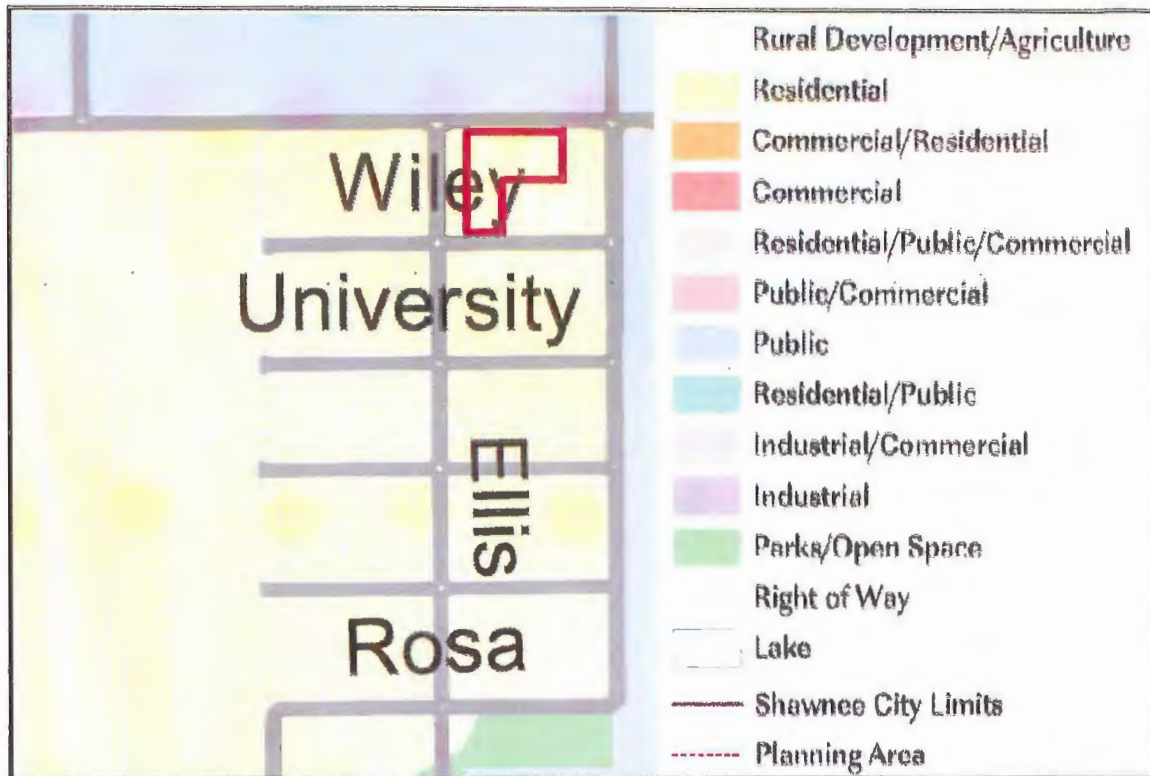


Figure 2: Zoning Map of site – approximate total area outlined in black.



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

FINAL PLAT APPLICATION FOR THE CITY OF SHAWNEE

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

APPLICANT The Land Run Group, LLC

APPLICANT ADDRESS PO Box 1584, Shawnee, OK 74802-1584

APPLICANT PHONE NUMBERS (405) 273-4222

EMAIL ADDRESS landrungleup@landrungleup.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: \$325.00

PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 3

PLUS \$1.00 PER LOTS OVER FIFTY(50) LOTS NUMBER OF LOTS 0

TOTAL COST                     

FOR LESS THAN 2 ACRE LOTS: FEE: \$325.00

PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 3 \$6.00

PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS 0

TOTAL COST \$ 331.00

**OWNER/DEVELOPER INFORMATION:**

NAME Marical Brother's Real Estate, LLC

ADDRESS 16759 CR 3520, Ada, OK 74820

CONTACT NUMBERS (580)332-3061, (580)320-3320, (580)320-3531

EMAIL ADDRESS lwdiving.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@landrungleup.com

FOR STAFF USE ONLY

PROJECT NUMBER: 141481 CASE NUMBER: 302-15

DATE: 12-30-14 AMOUNT PAID: \$ 331.00 RECEIPT NO. 011693412

RECOMMENDATION TO:

MAYOR  
BOARD OF CITY COMMISSIONERS  
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE  
PLANNING COMMISSION

SUBJECT:

APPLICANT: The Landrun Group LLC  
FOR: Final Plat for Golden Acres Cottages II  
LOCATION: West MacArthur Street between Leo Street and Ellis Drive, Shawnee, Ok  
PROJECT NUMBER 141481 CASE NUMBER S02-15

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

PLANNING COMMISSION RECOMMENDATION: Approval subject to the following conditions:

VOTE OF THE PLANNING COMMISSION: **MEMBERS PRESENT: 6**

1. Final construction documents must be approved by the City Engineer prior to construction.
2. The final engineered drainage plan must be approved by the City Engineer prior to construction.
3. Public improvements shall be installed or otherwise bonded for prior to recording of the Final Plat.
4. A six (6' ) foot sidewalk shall be installed along MacArthur Street prior to recording of the Final Plat.
5. All other applicable City standards apply.

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

8.

**Meeting Date:** 03/16/2015

S03-15 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 Shawnee Auto Mall Addition located on Shawnee Mall Drive east of Union Street.

Case No. #S03-15; Applicant: Landes Engineering LLC

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Attachments

S03-15 Staff Report

S03-15 Recommendations



**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**  
**Preliminary Plat**  
**Case #S03 -15**

TO: Shawnee Planning Commission

AGENDA: March 4, 2015

RE: Shawnee Auto Mall Addition, Preliminary Plat

---

**PROPOSAL**

The applicant is requesting Preliminary Plat approval for a twenty-one (21) Acre development intended for four (4) car dealerships under single ownership. The site is located north-east of the I-40 service road and Union Street. A portion of the property was rezoned September 15<sup>th</sup>, 2014 from A-1 (Rural Agricultural) to C-3 (Highway Commercial). The subject property is currently vacant.

**GENERAL INFORMATION**

<b>Applicant</b>	Landes Engineering LLC
<b>Owner(s)</b>	Cooper Shawnee Investments LLC
<b>Site Location/Address</b>	Shawnee Mall Drive, east of Union Street.
<b>Current Site Zoning</b>	C-3 (Highway Commercial)
<b>Parcel Size</b>	21 Acres (Approximate)
<b>Proposed Use</b>	Car dealership
<b>Comprehensive Plan Designation</b>	Commercial
<b>Existing Land Use</b>	Vacant
<b>Surrounding Zoning</b>	Commercial (C-3) and Agricultural (A-1)



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

## **STAFF REVIEW AND ANALYSIS**

The proposed development will consist of the following details:

- Twenty-one (21) Acre land area.
- One (1) total lot.
- Four (4) total structures under one ownership.
- One (1) private access drive (Auto Mall Drive) from Shawnee Mall Drive, built to City standard, with a turnaround at the end.
- A Stormwater retention pond along the northern extent of the property.

The proposed development is consistent with current land use in the area, the designated zoning, and the Shawnee Comprehensive Plan for this area (Figure 4.2). The City Engineer has provided extensive notes regarding requirements and concerns that require resolution before Final Plat Approval (Exhibit 2).

An easement will need to be procured in order to extend water and sewer onto the subject property. Once such services are provided on the site, each structure will be served by private lines.

Staff has reviewed the preliminary plat and does recommend approval, with conditions.

## **STAFF RECOMMENDATION**

The technical aspects of the Preliminary Plat have been reviewed by the City Engineer and other appropriate staff. 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. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. Landscape Plans will be required concurrent with Final Plat approval.
4. A six (6') foot sidewalk shall be required along Shawnee Mall Drive.
5. All Conditions and concerns listed in Exhibit 2 must be met before Final Plat approval.
6. All other applicable City standards apply.

### **Attachments**

1. Figure 1: Aerial view of site
2. Figure 2: Zoning Map
3. Figure 3: Future Comprehensive Plan Map
4. Exhibit 1: Preliminary Plat
5. Exhibit 2: City Engineer Notes and Conditions

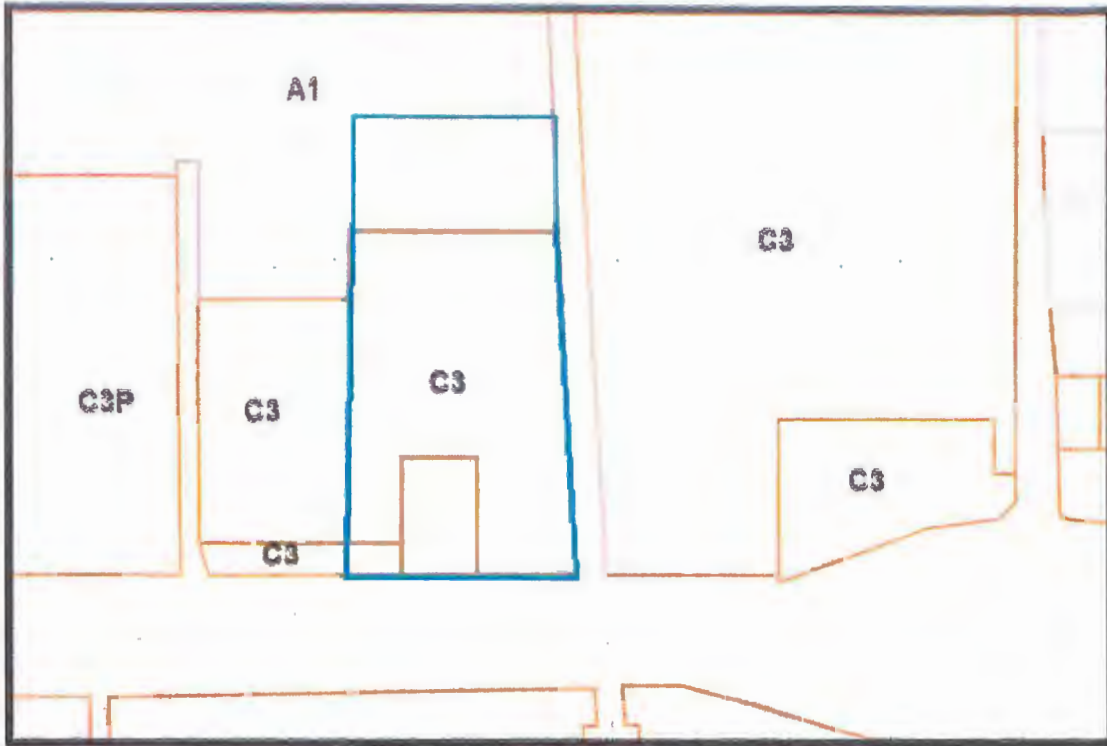


Figure 2: Zoning Map of site – approximate total area outlined in red.



Figure 3: Future Comprehensive Plan Map – approximate total area outlined in red.

We have completed our review of the submitted material for Prelim Plat for the Shawnee Auto Mall Addition and would make the following comments:

- Prelim. Plat needs to show accurately Mall Drive right-of-way in relation to proposed one lot plat so a determination can be made whether additional right of way would be needed, and they need to indicate more precisely location of required sidewalk along their frontage with Mall Drive.
- Water line extension shown along the frontage of Mall Drive needs to be extended across the entire frontage of the proposed development to the west right-of-way line of the BSNF RR.
- Water line extension shown along Auto Mall Drive into their development will need to be contained within a utility easement, and will need to be extended to the north so that future developments would be able to access and complete the looping of the water line at a future date.
- They show a 20' utility easement that Does Not exist, and they reference it as according to Mall East Section 2 Plat. We cannot recommend approval of the Preliminary Plat unless the plat is changed to show the wording of "Proposed Utility Easement", then it would be incumbent of the Developer/Engineer to obtain any and all easements necessary for the development of their property.
- They show a "proposed san sewer lift station", but, the lift station it appears would only serve their One Lot, thus, it could not be considered Public whereby the taxpayer would be picking up all the future annual maintenance and operation costs. They need to label the Lift Station as "Private", otherwise present information to show how future developments would/could benefit from the lift station.
- They also show an offsite "Proposed Drainage Easement" which would be acceptable for the Prelim Plat stage, but, on the Final Plat they would need to indicate the document number or book/page recorded at the court house before approval of Final Plat.
- They indicate location and approximate size of detention facility on the Prelim Plat, But, there has not been any hydrology/hydraulic analysis presented to justify size of detention area. We can give tentative ok to the concept of the detention facility, but not give approval to the actual size of the detention facility or the outlet works required.
- From the submitted Prelim Plat, it appears to be a One-Lot Plat, thus, the Auto Mall Drive down the center of the lot would not be considered a public street, nor would it be required to be a road easement either, Except, the Prelim Plat also depicts future locations of structures, and the two furthest north structures would not be acceptable due to them being in excess of 400 feet from an accessible street improved to City of Shawnee standards (existing Mall Drive). It is not clear from the submitted Prelim Plat as to what actually is being proposed. Is Auto Mall Drive to be a city street, if so, the prelim plat needs to show the required right-of-way, required cul-de-sac dimensioning and length of street (non shown on their Prelim Plat), and needs to show proposed paving template cross-section.
- Also, code requires a 20' utility easement around the perimeter of a proposed plat, and it does not appear on their submitted plat to meet that requirement.

If you have any questions or need additional information, let us know.

Thanks,  
John K.

*John M. Krywicki, P.E.  
City Engineer  
Shawnee, Ok*

*Ph: 405.878.1660  
Fax: 405.878.1719*

**EXHIBIT**

**2**

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 (kdrain@shawneeok.org) and filing fees upon submitting this application.

APPLICANT Landes Engineering LLC

APPLICANT ADDRESS 903 E. 35<sup>th</sup> St., Shawnee, OK 74804

APPLICANT PHONE NUMBERS 405-275-5388

EMAIL ADDRESS landesengineering@landesengineering.net

NAME OF PLAT Shawnee Auto Mall

LOCATION Mall Drive, Shawnee 74804 See attached

NUMBER OF ACRES 21 NUMBER OF LOTS 1

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00

PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 1 \$3.00

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

TOTAL COST \$228.00

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00

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

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

TOTAL COST

**OWNER/DEVELOPER INFORMATION:**

NAME Cooper Shawnee Investments LLC.

ADDRESS 32 NW 144<sup>th</sup> Circle, Ste A, Edmond, OK 73013

CONTACT NUMBERS 405-919-0282

EMAIL ADDRESS tsmith@okcproperties.com

**PROJECT ENGINEER INFORMATION:**

NAME Richard L. Landes PE #8679, Landes Engineering LLC

ADDRESS 903 E. 35<sup>th</sup> St., Shawnee, OK 74804

CONTACT NUMBERS 405-275-5388

EMAIL ADDRESS landesengineering@landesengineering.net

FOR STAFF USE ONLY

PROJECT NUMBER: 50117

CASE NUMBER: 503-15

DATE: 2-4-15

AMOUNT PAID: 228.00

RECEIPT NO. 01700433

**RECOMMENDATION TO:**

MAYOR  
BOARD OF CITY COMMISSIONERS  
CITY OF SHAWNEE

**RECOMMENDATION FROM:**

CITY OF SHAWNEE  
PLANNING COMMISSION

**SUBJECT:**

APPLICANT: Landes Engineering LLC  
FOR: Preliminary Plat for Shawnee Auto Mall  
LOCATION: North of Shawnee Mall Drive/ East of Union Street  
PROJECT NUMBER 150117 CASE NUMBER S03-15

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

PLANNING COMMISSION RECOMMENDATION: Approval subject to the following conditions:

**VOTE OF THE PLANNING COMMISSION:** ***MEMBERS PRESENT: 6***

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. Landscape Plans will be required concurrent with Final Plat approval.
4. A six (6' ) foot sidewalk shall be required along Shawnee Mall Drive.
5. All Conditions and concerns listed in Exhibit 2 must be met before Final Plat approval.
6. All other applicable City standards apply.

<b>MEMBERS:</b>	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
BERGSTEN		X	X			
CLINARD	X		X			
KERBS			X			
SILVIA (CHAIRMAN)						<b>ABSENT</b>
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 \_\_\_\_\_



**Regular Board of Commissioners**

**9.**

**Meeting Date:** 03/16/2015

OMRF Resolution

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

---

Information

Title of Item for Agenda

Discussion, consideration and possible action of a resolution approving an amended and restated trust indenture for the Oklahoma Municipal Retirement Fund, providing amendments to the trust to authorize daily valuations and daily accounting for assets within the Master Defined Contribution Plans administered by the Oklahoma Municipal Retirement Fund; providing for daily valuation of participant accounts in the Defined Contribution plans administered by Oklahoma Municipal Retirement fund and proving procedures and rules for accounting of such assets; providing for effective date of amended and restated trust indenture and continuing existing trust as amended in full force and effect.

---

Attachments

OMRF Memo

OMRF Cox Memo

OMRF Proposed Amendment

OMRF Resolution

OMRF Ex 1



# City of Shawnee

## Human Resources Department

Tamera Johnson  
Human Resources Director

16 West 9<sup>th</sup> Street  
Shawnee, OK 74801  
Office (405) 878-1626 \*Fax (405) 878-1734  
Email: TJohnson@Shawneeok.org

**Date:** March 11, 2015  
**To:** Mayor and City Commissioners  
**From:** Tamera Johnson, HR Director  
**RE:** **OMRF TRUST INDENTURE AMENDMENT AND RESATEMENT**

*Tamera Johnson*  
HR Director

*Terry Cook*  
Mgr. Safety and Risk  
Management

*Jennifer Dawson*  
HR Assistant

---

### Nature of the Request:

The Trust Indenture provides for the organization and administrative procedures of the OkMRF trust. In order to pass, at least two-thirds (2/3) OkMRF membership would have to vote in favor of the change. OkMRF is suggesting separate accounting rules for the Defined Contribution Systems to allow for DC/CMO plan participants to obtain their individual balances on a daily basis rather than monthly. The Defined Benefit (DB) plans or pension payments remain unaffected by this but we still need your vote to help the DC/CMO members secure this upgrade.

### Staff Analysis, Considerations:

Staff approves this change. This will allow participants to change investment options on a daily basis and will be able to have better access to the balance of their investments. Also, when an employee leaves and elects to take their balance of their accounts, it will allow them to receive their funds much quicker.

### Recommendation:

I recommend that we approve the amendment. This will allow participants to take a more active role in their retirement investments.

### Budget Consideration:

None—No charges will be made directly to the City of Shawnee. If a participant requests a special service—such as overnighting a check or investment consulting services above and beyond what OMRF provides—this would be directly charged to their individual account.



**MEMORANDUM**

TO: Oklahoma Municipal Retirement Fund

FROM: Jodi S. Cox, Executive Director & CEO

DATE: March 10, 2015

RE: Oklahoma Municipal Retirement Fund Trust Indenture Amendment and Restatement – Summary of Material Changes

The following summary compares the old version of the Oklahoma Municipal Retirement Fund Trust Indenture with proposed version as set before you for approval.

**Trust Indenture Amendment and Restatement**

<u>Sec.</u>	<u>Feature</u>	<u>Current Version</u>	<u>Newly-Approved Version</u>
1.2	Continuation of Trust	None.	Trustees will certify effective date of trust indenture upon acquiring 2/3 votes, securing applicable vendor contracts and obtaining individual DC/CMO master plan documents with joinders.
2.1	Definitions	None.	Daily Valuation Date defined.
4.2	Valuations	DB and DC Systems valued monthly.	DB Systems remain monthly. DC Systems valued each Daily Valuation Date.
4.3	Units of Participation	DB and DC Systems unitized using same method.	DB Systems unitized using same unit method. DC Systems can be unitized using units or dollars.
5.2	Costs and Expenses	Did not address individual participant fees.	Provides for a means to charge a DC plan participant individually, if they want specialized services, such as, but not limited to: loans, investment advice, brokerage fees, etc.
6.3	Required Appointments	None.	Recordkeeper(s) defined.

<b><u>Sec.</u></b>	<b><u>Feature</u></b>	<b><u>Current Version</u></b>	<b><u>Newly Approved Version</u></b>
10.1	Authorization of Trustees	None.	Modified language to add securities or investments permissible under applicable law.
11.3	Investment of Funds	DB and DC Systems investment of funds using same method.	Accounting for DC Systems separated out to account for investing more frequently.
11.4	Liquidating Payments	DB and DC Systems used same liquidation method.	DC Systems separated out to account for liquidating payments more frequently.

**Proposed  
Amendment, Restatement and Continuation  
Trust Indenture explanation**

Each Oklahoma Municipal Retirement Fund (OkMRF) member operates under two documents – the *Master Plan Document with Joinder Agreement* and the *Trust Indenture*. The Trust Indenture provides for the organization and administrative procedures of the OkMRF **trust**. In order for any changes to be made to the Trust Indenture, two-thirds of the OkMRF membership must approve the change.

Before you is a request from the OkMRF trustees to approve an Amended and Restated Trust Indenture. The change does not directly impact the Defined Benefit (DB) plans or any pension benefits. It does impact members with Defined Contribution (DC) and related Customized Manager Option (CMO) plan(s). Yet, it requires each of you to consider a **resolution ballot** to secure the two-thirds vote.

Up until this proposed amendment, the applicable rules for DB, DC and CMO members were identical. With the amendment before you, OkMRF is suggesting separate accounting rules for the Defined Contribution Systems. This would be a favorable and welcomed change to enable DC/CMO participants to obtain their individual balances on a daily basis rather than monthly.

**DB Members action required:**

After voting and returning the enclosed resolution on the Trust Indenture amendment, there will be no further action needed.

**DC and CMO Members further action required:**

After voting and returning the enclosed resolution on the Trust Indenture amendment, provided amendment passes, the trust Administrator will then forward a related Master Plan Document with Joinder Agreement that will need to be presented to your governing body for approval and signature. The revised Master Plan with Joinder Agreement will include the updated IRS approved plan document along with necessary changes to implement daily recordkeeping.

The affected sections as outlined and explained on the attached **MEMORANDUM** are also highlighted for your convenience on the Trust Indenture attached to the Resolution as **Exhibit “1”** and will go into effect at a later date which will be certified by the OkMRF Trustees after:

- Two-third majority vote is secured;
- Contracts for daily recordkeeping with related vendors are properly in place; and
- Individual DC and CMO Master Plans with Joinder Agreements are signed and received.

Enclosed please find a resolution which should be submitted to your Retirement Committee (governing body) for approval **on your next available Council/Board meeting date**. A certified copy of the resolution needs to be returned to the OkMRF offices on or by May 15, 2015. When necessary votes are received and effective date certified, we will forward the updated Trust Indenture document for your files.

Thank-you for taking the time to have your governing body address this simple but important change. OkMRF is super excited to effect this type of change for DC/CMO plan participants to have account balances, distributions, loans, etc. updated and processed more frequently.

Please call Jodi Cox, Chris Whatley or Kari Baser with any questions you might have at ext. 102, 103 and 104, respectively.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SHAWNEE APPROVING AN AMENDED AND RESTATED TRUST INDENTURE FOR THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING AMENDMENTS TO THE TRUST TO AUTHORIZE DAILY VALUATIONS AND DAILY ACCOUNTING FOR ASSETS WITHIN THE MASTER DEFINED CONTRIBUTION PLANS ADMINISTERED BY OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR DAILY VALUATION OF PARTICIPANT ACCOUNTS IN THE DEFINED CONTRIBUTION PLANS ADMINISTERED BY OKLAHOMA MUNICIPAL RETIREMENT FUND AND PROVIDING PROCEDURES AND RULES FOR ACCOUNTING OF SUCH ASSETS; PROVIDING FOR EFFECTIVE DATE OF AMENDED AND RESTATED TRUST INDENTURE AND CONTINUING EXISTING TRUST AS AMENDED IN FULL FORCE AND EFFECT.**

**WHEREAS**, the Board of Trustees of Oklahoma Municipal Retirement Fund have approved an Amended and Restated Trust Indenture of the Oklahoma Municipal Retirement Fund which makes various amendments to the Trust for purposes of allowing daily valuations and rules and procedures for accounting of assets in the Master Defined Contribution Plan which amendment is attached hereto as Exhibit "1"; and,

**WHEREAS**, the amendment can only become effective upon approval by a two-thirds (2/3) majority of the participating employers in the Oklahoma Municipal Retirement Fund.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Shawnee that the attached amendment to the Oklahoma Municipal Retirement Fund Trust Indenture is approved.

**\*\*\*END\*\*\***

The foregoing Resolution was duly adopted and approved by the City Commission of the City of Shawnee, on the 16<sup>th</sup> day of March, 2015, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

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

ATTEST:

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

Approved as to form and legality this 16th day of March, 2015.

---

MARY ANN KARNS, CITY ATTORNEY

Highlighted  
Material changes

## **EXHIBIT 1**

# **TRUST INDENTURE ESTABLISHING OKLAHOMA MUNICIPAL RETIREMENT FUND**



**TRUST INDENTURE**  
**OKLAHOMA MUNICIPAL RETIREMENT FUND**

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## ARTICLE I

### Name

1.1 Name: The trust hereby created shall be designated and known as “OKLAHOMA MUNICIPAL RETIREMENT FUND.”

1.2 Continuation of Trust. This Trust is an amendment, restatement and continuation of the existing Trust Indenture Establishing Oklahoma Municipal Retirement Fund. This amendment and restatement of the Trust is effective upon date set forth in a separate certification by the Trustees as the effective date of the conversion of the defined contribution System administration to a daily valuation basis; provided that, the effective date in such certification shall not be retroactive to a date prior to the date of the certification.

## ARTICLE II

### Definitions and Construction

2.1 Definitions: Where the following words and phrases appear in this Trust Indenture, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary.

Authorized Agent shall mean the person designated by each Employer to represent it in its transactions with the Trustees of this Trust and to perform such other duties as are set forth herein and in the system of such Employer.

Daily Valuation Date shall mean each business day of the Plan Year for which there is an established market value for System assets.

Employee shall mean any employee covered by the system of an Employer.

Employer shall mean: (1) each and every incorporated municipality in the State of Oklahoma; (2) public trusts having municipality(ies) as beneficiary(ies); (3) interlocal cooperatives created pursuant to 74 Oklahoma Statutes, Sections 1001, et seq., between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority as that term is used in Chapter 48 of Title 11 Oklahoma Statutes, which has adopted a plan or system as herein defined and which has become a participant in this trust according to the terms hereof.

Oklahoma Municipal League shall mean the wholly owned and financed instrumentality of its member city and town governments by that name, in existence since 1913 to perform common functions of each, and wholly controlled by an elected board of municipal officials.

System shall mean each and every employee's retirement fund and system created or adopted by an employer which is a participant in this trust.

Trust or Oklahoma Municipal Retirement Fund shall mean the Trust hereby created and may be used to refer collectively to all the assets at any time comprising the corpus and accumulated income thereof.

Trust Administrator shall mean the person, firm or corporation appointed by the Trustees to see to the day to day operations of the Trust and to perform such other duties as are herein specified.

Trustees shall mean the group or body composed of all Trustees serving hereunder at any particular time.

2.2 Construction: Any word appearing in this Trust Indenture denoting gender, whether masculine, feminine or neuter, shall, unless the context clearly indicates to the contrary, include any other gender. The words “hereof,” “herein,” “hereunder” and other similar compounds of the word “here” shall mean and refer to this entire Trust Indenture, not to any particular provision or section. In all matters regarding this Trust, the decision of the Trustees shall control and the construction, interpretation, resolution of any conflicts or inconsistencies determined by the Trustees and their determination as to what should be supplied in the event of omission, shall be binding and conclusive upon all persons and for all purposes.

## **ARTICLE III**

### **Trustees**

3.1 Existing Trustees: The Trustees serving on the effective date of this amendment shall serve as such Trustees until their successors are elected and qualified as hereinafter provided. These Trustees shall be referred to as the existing Trustees.

3.2 Creation of District Boundaries: The State of Oklahoma shall be separated into eight districts for purposes of nomination of Trustees to the Oklahoma Municipal Retirement Fund. The eight districts shall be as shown on the attached map, and shall be numbered one through eight. The Trustees may, from time to time, amend the district boundaries as necessary by adopting a resolution setting forth amended district boundaries. No amendment to district boundaries shall disqualify a Trustee from completing his or her unexpired term.

3.3 Number of Trustees and Nominations: The Trustees of this Trust shall be nine (9) in number. The Trustees shall be nominated by participating employer(s) located within the district boundaries of the district for which nomination is made, except one Trustee shall serve at-large, and such at-large Trustee may be nominated by any employer. Such nominations shall be made by resolution of the employer and shall be filed with the Trust Administrator between May 20th and June 30th, both inclusive, of each year for terms expiring in that year. No nominations received by the Trust Administrator after June 30th, shall be considered.

3.4 Elections: After June 30th, the Trust Administrator shall prepare a ballot listing thereon the names and a brief resume of the background and experience of all nominees for the office for which said Trustee was nominated, (i.e., the district or at-large), and shall forward on or before July 20th of each year by certified mail a copy of the ballot to the authorized agent of each employer. The governing body of each employer shall be entitled to cast by resolution one vote for each office to be filled, provided no vote shall be split or cast in any fraction or part of the whole. The resolution shall direct the authorized agent to indicate the results of its voting on the ballot furnished by the Trust Administrator, and to return the ballot to the Trust Administrator. The ballot shall be returned to the Trust Administrator between July 20th and August 30th of each year, and no ballots received by the Trust Administrator after August 30th shall be counted. The nominee from each district receiving the largest number of votes shall be elected to the office of Trustee for the respective district. In the event of a tie, the Trust Administrator shall, on or before September 10th, prepare a second ballot listing thereon the names of the nominees receiving such equal number of votes, following the same procedure as provided for the first ballot, the governing body of the employers shall again vote, and the nominee(s) receiving the largest number of votes shall be elected. Tie vote ballots shall be returned to the Trust Administrator on or before October 20th, and no ballots received after that date shall be counted.

A ballot signed by the authorized agent of an employer shall be conclusive evidence of the vote or votes cast by such employer.

The Trust Administrator shall notify the employers of the final results of the election as soon as same is determined, and the Trustees so elected shall take office on October 1st, except in the case of Trustees elected on a tie vote ballot, who shall take office on November 1<sup>st</sup>.

3.5 Transitional Provisions: In 1994, the Trustee for the “at-large” position shall be elected, and in 1995 the Trustee for District No. 2 shall be elected. The initial terms for the offices of Trustees after adoption of this amendment shall expire as follows:

<u>Trustee District</u>	<u>Expiration</u>
No. 1	1998
No. 2	1995
No. 3	1997
No. 4	1994
No. 5	1996
No. 6	1996
No. 7	1995
No. 8	1997
At-large	1994

As soon as possible after the effective date of this amendment, the two newly created Trustee offices from District No. 2 and the At-Large position shall be filled by appointment by a majority of the existing Trustees for terms expiring as follows: District No. 2 expires in 1995, and Trustee at-large expires in 1994.

3.6 Terms of Office: Except as provided in Section 3.5, the Trustees so elected under this Trust Agreement shall serve for terms of five years, or until their successors are qualified.

3.7 Bonding Requirements: Each Trustee and Successor Trustee serving hereunder at any time shall be covered by a corporate surety bond in an amount equal to at least ten percent (10%) of the total value of the Trust assets as determined at the close of the last fiscal year of the Trust, in favor of the Trust hereby created and conditioned upon the full and faithful performance of all duties, obligations, and responsibilities hereby imposed upon such Trustees, provided that no such bond shall be required in an amount in excess of \$500,000.00 per Trustee. The cost of expense of such bond, which may be in the form of a blanket bond, shall be considered a proper operating expense of the Trust and shall be paid from the segregated operating funds held by the Trustees.

3.8 Filling Vacancies: Any vacancies in the Trustees occurring during any year may be filled by appointment by the Chairman with confirmation by the affirmative vote of a majority of the Trustees then serving. Any Trustee so appointed and confirmed by the Trustees shall hold office for the remainder of the term of the vacating Trustee, subject to the other provisions hereof, and until the election and qualification of his successor. Trustees appointed under this section shall meet the qualifications set forth in Section 3.15 of this Trust.

3.9 Officers and Duties: The Trustees shall elect from their membership the following officers who shall serve for a term of one (1) year or until their successors are elected, but any officer shall be considered eligible for election to succeed himself:

Chairman: The Chairman shall be the chief executive officer of the Trustees, and shall preside at all meetings of the members of the Trustees, and shall, after appropriate resolution of the Trustees, sign all contracts, deeds, and other formal instruments on



behalf of the Trustees, and shall sign all checks disbursing any part of the segregated Trust Operating Fund held by the Trustees.

Vice-Chairman: The Vice-Chairman shall in the absence of or during the disability of the Chairman, have all the powers and perform all the duties of the Chairman.

Secretary: Under the direction of the Trustees the Secretary shall have charge of the records of all proceedings of the Trustees and shall record minutes of all meetings of the Trustees, and shall attest to the signature of the Chairman on all documents or instruments requiring such signature, and shall make such reports and certifications, and shall perform such other duties as are incident to his office or may be required of him by the Trustees. One or more Assistant Secretary may be elected by the Trustees.

Treasurer: The Treasurer shall certify to the accuracy of all statements and reports relating to the assets of the Trust and shall countersign all checks disbursing any part of the segregated Trust Operating Fund held by the Trustees.

3.10 Office, Records and Meetings: The Trustees shall establish an office or offices with suitable space for meetings of the Trustees and for use of the Trust Administrator and other administrative personnel. The Trustees shall maintain accurate and detailed records and accounts of all their transactions. All books and records of the Trustees, the Administrator, and the Trust shall be kept in such office or offices or in such other specified place or places as the Trustees shall designate for safekeeping and or convenient, ready reference. The Trustees shall hold meetings in such office or offices, on a regular basis once each month, and at such other times upon the call of the Chairman or a majority of the Trustees. All books and records, including the record of the Trustees' proceedings shall be available at all reasonable times for inspection or audit by any employer, employee, or other interested person or persons.

3.11 Meetings: The meetings of the Trustees of the Oklahoma Municipal Retirement Fund shall be subject to the Open Meeting Act.

3.12 Quorum: At any meeting of the Trustees the presence of a majority of the Trustees then serving shall be necessary to constitute a quorum for all purposes, and the act of a majority of the Trustees present at any meeting at which there is a quorum shall be the act of all the Trustees, except as may otherwise be specifically provided by law or by this Trust Agreement.

3.13 Compensation: No Trustee or Successor Trustee serving hereunder shall be entitled to receive any compensation for his services as such Trustee, but all such Trustees shall be entitled to reimbursement out of the Trust Operating Fund held by the Trustees of all reasonable expenses, including a reasonable travel allowance incurred in order to attend meetings of the Trustees or to perform other necessary and proper duties incident to the office of such Trustee.

3.14 Systems for Reference: Each employer shall deliver to the Trustees a copy of the System established by such employer and any amendment thereto for convenience of reference, but the rights, powers, titles, duties, discretions, and immunities of the Trustees shall be governed solely by this instrument without reference to such System.

3.15 Qualifications, Disqualification, and Limitations: Each person nominated, elected, or appointed to serve as Trustee of this Trust shall be at the time he is to take office an officer of the employer, member of the governing body of the employer, or an active or retired participant in the system. (Active or retired participant shall mean an employee with an account balance or benefit remaining in the system.) For the district offices the Trustee shall be an officer or member of the governing body of an employer located in the district represented by the Trustee, and in the case of a retired or active participant the Trustee's participation must be with an employer located in the district for which the Trustee serves.

Any Trustee shall immediately be disqualified upon failing to meet any of the criteria for qualification as set forth above.

## ARTICLE IV

### Trust Assets

4.1 Assets and Interests: The assets of this Trust shall consist of such assets and the income therefrom, including such contributions as shall from time to time be made to the Trustees by each Employer under its System, or property for which any of the same shall be exchanged or into which any of the same shall be converted, together with any other assets from time to time held hereunder by the Trustees. All legal right, title and interest in and to the assets of the Trust shall at all times be vested exclusively in the Trustees or their nominee and no Employee shall be deemed to have a severable ownership of any asset of the Trust or any right of partition or possession thereof, but each Employer shall have a proportionate undivided interest therein, based upon the number of units of participation and the value of other assets allocated to its account, sharing ratably with other Employers in the income, gains or losses.

4.2 Valuations: The Securities Custodian(s) shall appraise and place valuations upon the assets of the Trust held by it as of the month end with respect to the assets of each defined benefit System and on each Daily Valuation Date for each defined contribution System. The Recordkeeper(s) shall appraise and place valuations upon the assets of each defined contribution System and the individual participant accounts of each Daily Valuation Date. Any Trust assets not held by the Securities Custodian(s) shall be appraised and valued by the Trustees on said date.

The valuation of all assets of the Trust shall be both at cost and at the fair market value thereof as determined by reference to the best available source or sources in the opinion of the Securities Custodian(s) and the Trustee, and both the Securities Custodian(s) and Trustees may rely on figures, or statements appearing in any reputable publication purporting to state sales prices, market quotations, values, bid and asking prices, or any facts affecting values and upon the opinion of one or more persons familiar with the reasonable market value of any assets to be valued, and shall incur no liability for error in any such valuations made in good faith.

4.3 Units of Participation:

(1) Defined Benefit Systems. This paragraph shall apply solely to the valuation of defined benefit System assets. As of each valuation date the invested portion of the Trust assets in the hands of the Securities Custodian(s) shall be divided into units of equal value for convenience in determining the proportionate interest of the plan or System of each separate Employer and the proportionate interest of each such Employer shall be expressed by the number of such units allocated thereto. The initial value of each such unit shall be Ten Dollars (\$10.00) and thereafter its value shall be a fractional portion of the established valuation of all assets of the Trust in the hands of the Securities Custodian(s) using one (1) as the numerator of such fraction and the total number of units participating in the Trust as the denominator. The Trustees may from time to time cause the units of the Trust to be divided into a greater number of units of lesser value or cause them to be combined into a lesser number of units of greater value. Units of participation in the invested portion of the Trust assets in the hands of the Securities Custodian(s) shall not be evidenced by any form of certificate, but the Trustee shall maintain a record of the number of units outstanding allocated to each Employer.

(2) Defined Contribution Systems. This paragraph shall apply solely to defined contribution System assets. The units of participation method described in Section 4.3(1) above may be used to determine the proportionate interest of each defined contribution System in the portion of the Trust attributable to defined contribution Systems. Alternatively, the proportionate interest of each defined contribution System may be determined directly as the market value of all participant accounts of a defined contribution System on a given Daily Valuation Date compared with the total market value of all participant accounts of all defined contribution Systems on such Daily Valuation Date.

## ARTICLE V

### Trust Expenses

5.1 Repealed April 1, 1991

5.2 Costs and Expenses: All costs and expenses incurred in the operation, administration, investment, and management of the Trust shall be paid from the Trust assets for and on behalf of the employees or other beneficiaries participating in the system, by the Securities Custodian(s) from the funds in its possession. The Trustees shall have discretion to allocate costs and expenses among the participating Systems in a reasonable manner. Disbursements from the Trust for expenses shall be made only upon approval by the Trustees. Provided, the Trustees are authorized to charge costs for special participant record keeping and reports to the requesting participants or Employer. Provided further, the Trustees and the Recordkeeper(s) shall have discretion to charge an employee's account for reasonable expenses directly related to that account. Nothing herein shall authorize the payment of any funds from the Trust assets except those funds necessary to pay the reasonable and necessary expenses of the operation, administration; investment, and management of the Trust for the benefit of the participating employees and their beneficiaries.

5.3 Repealed April 1, 1991

5.4 Repealed April 1, 1991

5.5 Equipment and Supplies: The Trustees are authorized to purchase such equipment and supplies as they shall deem necessary for the efficient operation, administration, and management of the Trust. Such payments shall be considered an expense of the Trust and the equipment and supplies so purchased shall be an asset of the Trust and shall be held by the Trustees as such and no Employer shall be deemed to have severable ownership therein or any right of partition or possession thereof, but each Employer shall have proportionate undivided interest therein as specified in Article IV hereof.

5.6 Budget: The Trust Administrator shall prepare an annual budget to include all anticipated costs and expenses of the Trust. The budget shall be submitted to the Trustees for approval at the June meeting. Monthly statements showing expenses shall be submitted to the Trustees at each regular monthly meeting.

## ARTICLE VI

### Administration and Management

6.1 Trustees Responsible: The Trustees shall be responsible for the operation, administration and management of the Trust and shall determine the general investment policy to be followed in the investment of the Trust assets and shall approve all investments either before or after the same are made or by establishing a list of specified authorized securities and other investment media in which Trust funds may be invested in accordance with the general investment policy.

6.2 Appointment of Advisors and Others: In order to carry out the responsibilities hereby imposed upon them, the Trustees shall appoint such advisors, consultants, agents and employees, each of whom may be such individual, firm or corporation as shall be deemed necessary or advisable and approved by the Trustees. Such individuals, firms or corporations may be retained or employed in such manner and upon such terms as shall seem appropriate and proper to the Trustees, either by contract or retainer, by regular full or part-time employment or by such other arrangements as shall be satisfactory to the Trustees and shall be subject to such bonding requirements as shall be established by the Trustees. The fees, commissions, salaries or other compensation of such advisors, consultants, agents or employees shall be paid by the Trustees from the Trust Operating Fund.

6.3 Required Appointments: In addition to others which may from time to time be determined to be necessary, the Trustees shall appoint the following advisors, consultants, agents or employees who shall perform the duties and services indicated below and such other duties and services as may from time to time be requested or directed by the Trustees, and who shall be responsible to the Trustees and shall attend all regular meetings of the Trustees:

Trust Administrator: The Trust Administrator shall be responsible to the Trustees for the day to day operation of the Trust, and shall on behalf of the Trustees,

- 1) Be responsible for the transmittal of communications from the Trustees to the Employers.
- 2) Receive or directly submit to the Recordkeeper(s) payroll and employment reports from Employers and maintain current employment, earnings, and contribution data on each covered employee of each Employer.
- 3) Certify to any proper and interested party the amount and duration of benefits to be paid from the Trust Fund.
- 4) Coordinate the activities of all other advisors, consultants, agents or employees appointed by the Trustees.
- 5) Maintain all necessary records reflecting the operation and administration of the Trust and Trust Operating Fund and submit detailed reports thereof to the Trustees at each regular meeting of the Trustees and at such other time or times as requested by the Trustees.

6) Process all claims for payment of benefits or expenses for approval of the Trustees.

7) File on behalf of the Trustees such reports or other information as shall be required by any State or Federal law or regulation.

Investment Counsel: The Investment Counsel shall be a professional, impartial and experienced person, firm or corporation and shall advise and assist the Trustees in the formation of general investment policy and in the acquisition and sale of specific securities or other investment media. Duties include, but are not limited to, searches, monitoring, reporting and recommending hiring or terminating managers. The Trustees shall consult with Investment Counsel regarding all trust investments but shall be under no specific obligation to strictly adhere to the advice or recommendations of such counsel.

Security Custodian(s): The Securities Custodian(s) shall hold all stocks, bonds and other securities of the Trust on behalf of the Trustees and shall buy, sell, exchange or otherwise deal with or contract with reference to such stocks, bonds and other securities as directed by the Trustees or as directed by authorized parties. The Securities Custodian(s) shall also provide safekeeping of all such securities and shall collect and disburse the income or proceeds thereof as directed by the Trustees and shall maintain accurate records regarding all investments, receipts, and disbursements and shall submit detailed reports to the Trustees at each regular meeting of the Trustees and at such other time or times as requested by the Trustees. All stocks, bonds or other securities so held by the Securities Custodian(s) may be held in the name of the Trustees or in his or its name as nominee or in the name of a nominee serving on behalf of the Security Custodian(s).

Actuary: The Actuary shall advise and assist the management of the Trust and shall, so often as directed by the Trustees but at least biannually, compute from data furnished by the Trust Administrator the cost rate for the actuarial valuation reports to each Employer and to the Trustees concerning funding, cash flow and related requirements. All cost and actuarial valuation reports furnished by the Actuary shall be certified by a Fellow of the Society of Actuaries.

Auditor: The Auditor shall be engaged to perform such duties, examinations or other services and to render such reports as the Trustees may from time to time direct.

Legal Counsel: The Trustees may appoint legal counsel to render such advice or perform such legal services as may from time to time be deemed by the Trustees to be necessary or advisable in the operation of the Trust. Such legal counsel shall be a duly licensed attorney engaged in the active practice of law within the State of Oklahoma.

Recordkeeper(s): The Recordkeeper(s) shall provide systems and processes to receive and maintain participant records and data on behalf of each Employer which reflects all required fields of participant plan activity including but not limited to name, social security number, salary, plan contributions, employment date, interest earnings, taxable and non-taxable status of the funds and distribution activity.

## ARTICLE VII

### **Retirement Committee and Authorized Agent**

7.1 Retirement Committee: The System of each Employer provides and shall continue to provide for the appointment or election of a Board of Trustees to administer that System. Such Board of Trustees shall serve as and be hereinafter referred to as the “Retirement Committee” of such Employer. It shall be the duty of the “Retirement Committee” of each Employer to furnish the, Trust Administrator all necessary payroll and contribution information, to file claims on behalf of Employees, to see that all Employee and municipal contributions are forwarded promptly to the Trustees for investment, to determine eligibility of employees for participation and benefits, and to perform such other duties as shall be imposed thereupon by other provisions herein contained or by the System of such Employer.

7.2 Authorized Agent: In order to simplify the relationship between the Trustees and/or Trust Administrator and each Employer, each Retirement Committee shall designate an individual who may, but need not, be one of its members to serve as “Authorized Agent”. The “Authorized Agent” shall furnish all necessary information on behalf of his municipality to the Trustees and/or Trust Administrator and shall be the proper person to receive all communications, correspondence or other information furnished by the Trustees or Trust Administrator to the particular Employer.

7.3 Notice to Trustees: Each Employer shall notify the Trustees of the name of the members of its Retirement Committee and shall furnish the Trustees a specimen of signature of each member of the Retirement Committee. The members of the Retirement Committee shall notify the Trustees of the name and business address of the Authorized Agent selected by the Committee.

7.4 Authority of Retirement Committee: Each Retirement Committee shall have complete authority to determine the existence, non-existence, nature and amount of the equitable rights and interests of all persons in the Trust assets, as such rights and interests affect its System. All directions by the Retirement Committee to the Trustees shall be in writing and signed by the Authorized Agent. Until notified of a change, the Trustees shall be fully protected in acting upon the assumption that the membership of the Retirement Committee and its Authorized Agent have not been changed.



## **ARTICLE VIII**

### **Contributions**

8.1 Trustees Accountable: The Trustees shall be accountable for all contributions received by them but shall have no duty to require any contribution to be made to them or to determine that the amounts received comply with the System of any Employer or to determine that the Trust assets are adequate to provide the benefits payable pursuant to any System.

8.2 Delivery to Trustees: Each Employer shall withhold from the compensation of each Employee covered by its System the portion of the total contribution to be made by such Employee pursuant to its System. On or before the fifteenth (15) day of each month, each Employer shall forward to the Trustees or other authorized parties the Employees' contributions so withheld during the immediately preceding month, together with the portion of the total contributions to be paid by the Employer pursuant to its System for such preceding month.

## ARTICLE IX

### Payments From Trust Assets

9.1 Direction by Retirement Committee: Payments of benefits to or for Employees shall be made from the Trust assets by the Trustees to such persons, in such manner, at such times and in such amounts as the Retirement Committee of each Employer shall direct. The Trustees shall be fully protected in making, discontinuing or stopping such payments from the Trust assets in accordance with the directions of the Committee. The Trustees shall have no responsibility to see the application of payments so made or to ascertain whether the directions of the Committee comply with the System of each Employer. When the Committee directs that any payment is to be made only during or until the time a certain condition exists regarding the payee, any payment made by the Trustees in good faith, without actual notice or knowledge of the changed status or condition of the payee, shall be considered to have been properly made by the Trustees and made in accordance with the direction of the Committee. If any such payment is made by a check mailed to the payee and such check is returned to the Trustee undelivered, or if the Trustees are otherwise unable to deliver any such payment to the payee, the Trustees shall promptly give notice thereof to the Committee.

9.2 Withholding and Releases: The Trustees are authorized, but not required, to withhold from distributions to any payee such sum as the Trustees may reasonably estimate as necessary to cover federal and state taxes for which the Trustee may be liable, which are, or may be, assessed with regard to the amount distributable to such payee. Upon discharge or settlement of such tax liability, the Trustees shall pay the balance of such sum, if any, to such payee or to his estate. Prior to making any payment or distribution hereunder, the Trustees may require such releases or other documents from any lawful taxing authority and may require such indemnity from any payee or distributee as the Trustees shall reasonably deem necessary for their protection.

9.3 Exemption of Assets--Restraints on Alienation:

(1) Assets Exempt. Except as otherwise provided in Section 9.3(2) of this Trust Indenture, the assets of the Trust shall be exempt from legal process, and distributions payable from the Trust assets shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, but excluding devolution by death or mental incompetency, including any such liability which is for alimony or other payments for the support of a spouse or former spouse or any otherwise relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the System. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, or otherwise dispose of any right to benefits payable hereunder shall be void. The Trustee and Trust assets shall not in any manner be liable for, or subject to the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder. None of the System benefits or Trust assets shall be considered an asset of the Employee in the event of his divorce, insolvency, or bankruptcy.

(2) Qualified Domestic Relations Orders:

(a) The provisions of Section 9.3 of this Indenture shall not apply to a Qualified Domestic Relations Order as provided pursuant to this subsection.

(b) The term “Qualified Domestic Relations Order” means an order issued by the District Court of this State pursuant to the domestic relations laws of the State of Oklahoma which relates to the provision of marital property rights to a spouse or former spouse of a member, and which creates or recognizes the existence of an alternate payee’s right to, or assigns to an alternate payee the right to receive a portion of the benefits payable with respect to a member of the System.

(c) Each retirement plan administered by the Oklahoma Municipal Retirement Fund shall include rules and regulations for Qualified Domestic Relations Orders. Such rules shall be included as a part of each Tax Qualified Retirement Plan.

(3) Loans Secured by Participants Accrued Non-Forfeitable Benefits. Where specifically authorized by the employer's System, a loan may be made to a participant from the Trust, and such loan shall not be treated or construed as an assignment or alienation prohibited by this Section if such loan is secured by the participant's accrued, non-forfeitable benefit under the Plan, and satisfies the applicable requirements of the Plan and the Internal Revenue Code of 1986, as amended (including Section 72, and applicable amendments thereto). *(This paragraph was inadvertently omitted in the January 2007 version and reinserted in June 2011.)*

9.4 Payment of Taxes: The Trustees may pay any taxes or assessments which, in their opinion, are proper charges against the Trust, without liability for error judgment, and the Trustees shall be entitled to exoneration and reimbursement from the Trust for any taxes or assessments levied on or payable by them with respect to the Trust or any asset thereof or income therefrom. Any such taxes shall be apportioned or allocated to the accounts of the various Employers as the Trustees shall determine to be legal and equitable.

9.5 Benefit Payments: In order to provide a more efficient procedure for the payment of benefits, the Trustees may adopt other suitable means to issue such benefit payments and may authorize the Trust Administrator to issue the same, under such rules and regulations as the Trustees may adopt; provided, however, that any such adoption and authorization shall in no way reduce the liability of the Trustees or relieve them of any responsibility regarding the protection of Trust assets.

## ARTICLE X

### Investment of Trust Assets

10.1 Authorization of Trustees: The Trustees are authorized to invest and reinvest the Trust assets in such bonds, notes, debentures, mortgages, investment trust certificates, preferred or common stocks, interest in realties, leaseholds, fee titles, equipment trust certificates, royalties (including overriding oil and gas royalties whether measured by production or by gross or taxable income from property), or in oil and gas leases, oil payments or any other type of oil properties, and other forms of securities and/or investments permissible under applicable law, including securities of any Employer, as the Trustees may deem advisable and the Trustees may hold any portion of the Trust assets in cash pending investment or payment of expenses or benefits without liability for interest.

10.2 Limitation of Investments: Any provisions herein contained notwithstanding, no investment shall be made which is prohibited by the law of the State of Oklahoma and prior to making any investment in any security of any Employer, the Trustees shall secure a ruling from the Internal Revenue Service that such investment will not adversely affect the status of the Trust, unless occasion for such particular ruling shall be eliminated by statute, regulation or other determination of general application.

## ARTICLE XI

### Accounting and Mechanical Operation of the Trust

11.1 Deposit of Contributions: All contributions received by the Trustees from any Employer, including the portion thereof attributable to contributions by employees, shall be immediately deposited by the Trust Administrator in such depository as shall have been designated by the Trustees and credited to the account of the contributing Employer on the books of the Trust.

11.2 Subsidiary Ledgers: The Trust Administrator shall establish and maintain a subsidiary ledger for each Employee covered by the System of every Employer and shall accurately reflect therein the total amount of contributions made by such covered Employee pursuant to the System under which he or she is covered.

#### 11.3 Investment of Funds:

(1) Defined Benefit Systems. This paragraph shall apply solely to defined benefit Systems. The Trustees shall deliver all or such portion as they deem proper, of the contributions held by them and credited to the account of an Employer to the Securities Custodian(s) for investment immediately upon determination by the Securities Custodian(s) of the value per unit of participation in accordance with Article IV hereof, as of the valuation date next following receipt of such contributions by the Trustees. The Securities Custodian(s) immediately upon receipt of such funds, shall proceed to invest the same pursuant to the directions of the Trustees, and shall allocate to each Employer, the appropriate number of units of participation determined by dividing the total amount of such funds delivered to it and credited to the account of such Employer by the value per unit of participation on such valuation date. Provided, however, if any contribution of an Employer is received by the Trustees subsequent to any valuation date but prior to the determination of the value per unit of participation as of such valuation date, the Trustees shall deliver all or such portion as they deem proper of such contribution to the Securities Custodian(s) for investment, immediately upon the determination by the Securities Custodian(s) of such value per unit of participation and the Securities Custodian(s) shall proceed to invest the same as above set out and shall allocate to the account of each such Employer an appropriate number of units of participation determined as above required but based upon the value per unit of participation as of such immediately past valuation date. In each event the Securities Custodian(s), immediately upon allocation of units of participation to the accounts of individual Employers, shall notify the Trust Administrator of such allocation and the Trust Administrator shall make appropriate entries in the books and records of the Trust.

(2) Defined Contribution Systems. This paragraph shall only apply solely to defined contribution Systems. The Trustees shall deliver all or such portion as they deem proper, of the net contributions held by them and credited to a defined contribution System Employer to the Securities Custodian(s) for investment. Such amounts shall be appropriately allocated to each investment option based on Employee elections. The investment of such funds shall be made as soon as reasonably practicable.

#### 11.4 Liquidating Payments:

(1) Defined Benefit Systems. This paragraph shall apply solely to defined benefit Systems. The Trust Administrator shall notify the Securities Custodian(s) of the amount of any funds required by the Trustees for the purpose of making any benefit payments due under the System of any Employer. Immediately upon determination by the Securities Custodian(s) of the value per unit of participation, in accordance with Article IV hereof, as of the valuation date next following the receipt of such notice the Securities Custodian(s) shall liquidate for cash a number of the units of participation credited to the account of such Employer sufficient to produce the required funds and shall appropriately reflect such liquidation in its records. The funds so made available shall be delivered to the Trust Administrator for deposit and credit to the account of the appropriate Employer. The Securities Custodian(s) shall also furnish the Trust Administrator the information necessary to reflect such liquidation in the books and records of the Trust.

(2) Defined Contribution Systems. This paragraph shall apply solely to defined contribution Systems. The Recordkeeper(s) shall notify the Securities Custodian(s) of the amounts of each investment option required for the purpose of investing Employee contributions, trades or transfers and making benefit payments (including withdrawals, loans and transfers) to Employees. The Securities Custodian(s) shall sell a sufficient amount of each investment option to meet the payment obligations and deliver the funds to the Trust Administrator.

11.5 Records of Securities Custodian(s): In addition to any other records required of it, the Securities Custodian(s) shall at all times maintain accurate records of its receipts and disbursements and of the income, expenses, gains and losses earned or incurred by it in all transactions with relation to the Trust or any assets or investments thereof.

## **ARTICLE XII**

### **Rights of Trustees**

12.1 Enumeration of Rights: Subject only to other pertinent provisions of this Trust, and in addition to other enumerated rights, powers and privileges, the Trustees are further authorized and empowered:

To hold, manage, improve, repair and control all property, real or personal, at any time forming part of the Trust assets; to sell, convey, transfer, exchange, partition, lease for any term, even extending beyond the duration of this Trust, and otherwise dispose of the same from time to time in such manner, for such consideration and upon such terms and conditions as the Trustees shall determine; to vote any corporate stock either in person or by proxy, with or without power of substitution for any purpose;

To cause any property of the Trust to be issued, held or registered in the individual names of the Trustees, or in the name of a nominee, or in such form that title will pass by delivery, provided the records of the Trustees shall indicate the trust ownership of such property;

To exercise any conversion privilege or subscription right given to the Trustees as the owner of any security forming part of the Trust assets; to consent to, take any action in connection with, and receive and retain any securities resulting from reorganization, consolidation, merger, readjustment of the financial structure, sale, lease or other disposition of the assets of any corporation or other organization, the securities of which may be an asset of the Trust;

To employ such agents and counsel as may be reasonably necessary in managing and protecting the Trust and to pay them reasonable compensation from the Trust Assets; to settle, compromise, or abandon all claims and demands in favor of or against the Trust; to charge any premium on bonds purchased above par value to the principal of the Trust without amortization from the income of the Trust, regardless of any law relating thereto;

To exercise all the further rights, powers, options and privileges granted to, provided for, or vested in Trustees generally under the laws of the State of Oklahoma as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustees herein shall not be construed as in limitation of any authority conferred by law but shall be construed as in addition thereto; and

In addition to the enumerated powers herein, to do all other acts in their judgment necessary or desirable for the proper administration of the Trust.

12.2 Protection by Written Directions: The Trustees shall be fully protected in taking any action indicated by this instrument to be within the scope of the authority of any member of the Retirement Committee under the System of an Employer in accordance with any written instrument purporting to be signed by such person or persons authorized to sign for the Retirement Committee, which the Trustees, in good faith, believe to be genuine.

12.3 Advice of Counsel: The Trustees may consult with counsel in respect to any of their duties or obligations hereunder and shall be fully protected in acting or refraining from acting in accordance with the advice of such counsel.

12.4 Indemnification of Trustee: The Trustees shall incur no personal liability (except for their own gross negligence) for any act done or omitted to be done in good faith in the administration of the Trust, and the Trustees shall be indemnified and saved harmless by the Employers, or from the Trust, or both, from and against any and all liability to which the Trustees may be subjected by reason of any such act or conduct, including all expenses reasonably incurred in their defense.



## **ARTICLE XIII**

### **Accounts of the Trustee**

13.1 Inspection or Audit: The Trustees shall maintain accurate and detailed records and accounts of all transactions hereunder, which shall be available at all reasonable times for inspection or audit by each Authorized Agent or Retirement Committee as to its Employer's Trust share, or by any other person designated by the governing body of a participating Employer.

13.2 Reports to Auditors: The Trustees at the direction of any Employer shall submit to the auditors for such Employer, such valuations, reports, or other information as they may reasonably require.

13.3 Annual Audit: The Trustees shall cause an audit to be made of the Trust and Trust Operating Fund as of the end of each fiscal year thereof and as of such other date as the Trustees shall determine.

13.4 Written Accounts: Following the close of each fiscal year of the Trust, the Trustees shall file with each Employer a written account setting forth all transactions effected by them subsequent to the end of the period covered by the last previous annual account pertaining to the System of such Employer and listing the assets of the Trust relating to the System of such Employer at the close of the period covered by such account, at fair market value.

The fiscal year and annual accounting period of the Trust shall be the twelve-month period beginning July 1 and ending June 30 of the following year during the existence of the Trust. Such fiscal year accounting period shall not be changed except after approval by the Internal Revenue Service of the Trustees' application therefor.

13.5 Approval of Accounts: Upon the receipt by the Trustees of written approval of any such account, or upon the expiration of ninety days after delivery of any such account to the Authorized Agent of an Employer, such accounts (as originally stated if no objection has been theretofore filed by such Employer, or as theretofore adjusted pursuant to agreement between such Employer and the Trustees) insofar as it relates to the System of such Employer, shall be deemed to be approved by such Employer except as to matter, if any, covered by written objections theretofore delivered to the Trustees by such Employer regarding which the Trustees have not given an explanation, or made adjustments, satisfactory to such Employer, and the Trustees shall be released and discharged as to all items, matters and things set forth in such account which are not covered by such written objections as if such account had been settled and allowed by a decree of a court having jurisdiction regarding such account and of the Trustees, such Employer, its Retirement Committee and all persons having or claiming to have any interest in the Trust assets. The Trustees, nevertheless, shall have the right to have their accounts settled by judicial proceedings if they so elect, in which event the Employers or any of them, or their Retirement Committees and the Trustees shall be the only necessary parties.

13.6 Inquiry by Directors of the Oklahoma Municipal League: For the purpose of advising or making recommendations to participating Employers, the Board of Directors of the Oklahoma Municipal League may inquire into the accounts and activities of the Trustees at any

reasonable time and may conduct such audits or investigations as it shall deem advisable.

## ARTICLE XIV

### **Resignation, Removal and Succession of Trustees**

14.1 Removal by Withdrawing Employer: Any Employer, by resolution of its governing body, may remove the Trustees as the Trustees for its System, at any time and create or designate a separate trust and appoint a Successor Trustee or Trustees for its System. Such removal or appointment shall become effective when copies of said resolution certified by the appropriate officer of such Employer and an acceptance of the Trust signed by the Successor Trustee or Trustees so appointed is delivered to the Trustees. Upon such change being made, the Trustees shall, as soon after the valuation date next following receipt of such certified resolution and acceptance as is practical, deliver to the Successor Trustee or Trustees so appointed, an amount of cash equal to the ratable portion of the Trust assets allocated to the account of such Employer as of such valuation date together with a certified statement of all facts reasonably necessary to enable the Successor Trustee or Trustees to accept, hold, manage and distribute such trust assets. Thereupon the Trustees shall be fully discharged of all duties and liabilities in regard to such Employer and any employees thereof.

14.2 Resignation by Trustee: Any Trustee may resign as Trustee of this Trust by delivering to the other Trustees of this Trust a written resignation to take effect sixty days after the delivery thereof unless prior thereto the remaining Trustees shall have appointed a Successor Trustee as hereinbefore provided.

14.3 Applicability to Successor Trustees: All of the provisions set forth herein with respect to the Trustees shall relate to each Successor Trustee with the same force and effect as if such Successor Trustee originally had been named herein as Trustee.

14.4 Liability of Successor Trustees: No Successor Trustee shall be liable for the acts or omissions of any prior Trustee or be obliged to examine the accounts, records or acts of any prior Trustee or Trustees.

14.5 Removal by Majority of Employers: Any one or all of the serving hereunder at any time may be removed as such Trustee or Trustees by resolution or ordinance of the governing bodies of a majority of the participating Employers. In the event less than all of the Trustees of this Trust shall be so removed, the other provisions hereof shall govern the appointment or election of successors for those so removed.

14.6 Resignation or Removal of All Trustees: If all the Trustees shall at the same time be removed by such action or resign with no Successor Trustees having been properly elected to take office as of the effective date of such removal or resignation, the Directors of the Oklahoma Municipal League shall serve as temporary Trustees of this Trust until Successor Trustees have been elected and qualified under the provisions hereof.

## ARTICLE XV

### Termination

15.1 Termination of System by Participating Employer: The Trust created by this Indenture is intended to be permanent unless otherwise prohibited by law, and, in such event, it shall last only so long as one day short of the maximum time permitted by the statutes and laws of the State of Oklahoma. The Trust may, however, be terminated at any time by any Employer insofar as it relates to such Employer, in accordance with and as provided in its System pursuant to resolution of the governing body of such terminating Employer, by giving notice in writing to the Trustees, which notice shall recite the date upon which the termination shall be effective. After receipt of such notice the Trustees shall continue to hold, invest, administer, liquidate and distribute the portion of the Trust assets attributable to the System of each such terminating Employer pursuant to the provisions of its System and this Trust. The Trust shall terminate as to any Employer only when no assets of the Trust attributable to the System of the terminating Employer remain in the possession of the Trustee.

15.2 Distributions to Employer: In no event shall any assets be returned to any Employer except such, if any, which remain as the result of erroneous actuarial computation after the satisfaction of all fixed and contingent liabilities to persons entitled to benefits from the Trust.

15.3 Termination on Loss of Exemption: Notwithstanding any other provision herein contained, if at any time the System of any Employer has ceased to be entitled to tax exemption under the Internal Revenue Code, then such Employer shall automatically cease to be a participant in this Trust and the allocable portion of the Trust assets attributable to such Employer shall be segregated and distributed to the Treasurer of such Employer, for the use and benefit of its covered employees or their beneficiaries.

15.4 Loss of Membership in Oklahoma Municipal League: Any Employer eligible for membership in the Oklahoma Municipal League must be and shall remain a member in good standing of the Oklahoma Municipal League before being approved for participation in the Oklahoma Municipal Retirement Fund.

## ARTICLE XVI

### Amendments

16.1 Right to Amend: The Employers, only, shall have the right at any time or times to amend this Trust Indenture in whole or in part. Any amendment shall be approved by resolution or ordinance by the governing bodies of at least two-thirds of the Employers participating herein at the time of such amendment.

16.2 Copies of Amendments: A certified copy of each amendment to this Trust Indenture shall be delivered to each Employer by the Trustees.

16.3 Limitation on Right to Amend: No amendment shall be made to this Trust Indenture pursuant to the foregoing provisions which shall:

Make it possible, at any time prior to the satisfaction of all liabilities under the System of any Employer with respect to its employees and their beneficiaries, for any part of the Trusts assets to be used for, or diverted to, purposes other than for the exclusive benefit of employees of such Employer or their beneficiaries; or

Increase the duties or liabilities of the Trustees without their written consent; or

Be made effective retroactively to a date prior to the beginning of the fiscal year of the Trust in which it is adopted except amendments which are necessary to maintain without interruption, the qualification of the Trust or the System of any Employer for tax exemption under the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder.

## ARTICLE XVII

### **Controlling Law and Legal Actions**

17.1 Controlling Law: This instrument shall be construed and enforced, and the Trust shall have a situs in and shall be administered according to the laws of the State of Oklahoma.

17.2 Severability of Provisions: If any of the provisions of this Indenture shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Trust Indenture, but shall be fully severable and the Trust Indenture shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

17.3 Legal Actions: The participating Employers shall have the authority either jointly or severally, but shall be under no duty to enforce this Indenture on behalf of any and all persons, having or claiming any interest in the Trust assets. In any action or proceeding affecting the Trust or the administration thereof, or for instructions to the Trustees, the participating Employers and the Trustees shall be the only necessary parties, and no Employees or former Employees of any participating Employer or their beneficiaries, or any other person having or claiming to have an interest in the Trust assets shall be entitled to any notice or process, and any judgment that may be entered in such action or proceeding shall be binding on all persons having or claiming to have any interest in the Trust assets.

## ARTICLE XVIII

### **Adoption by Other Incorporated Cities and Towns**

18.1 Authorization and Procedure: Any Employer as defined herein in the State of Oklahoma with employees now in existence, or hereafter formed which is not already an Employer under this Trust, may, with the consent and approval of the Trustees, by formal resolution or ordinance of its governing body adopt by reference the Trust hereby created, and as amended from time to time, and establish a System of which it is a part for all or any classification of persons in its employment. Such adoption shall be effectuated by and evidenced by a duly certified formal resolution or ordinance by the adopting Employer. It shall not be necessary for the adopting Employer to sign or execute the original or then amended Trust document. The effective date of the Trust for any such adopting Employer shall be that stated in the resolution or ordinance of adoption, which shall be the first day of its first System year, and from and after such effective date such adopting Employer shall assume all the obligations of an Employer hereunder and under its System, and shall be included within the meaning of the word "Employer" as defined herein. However, participation in the Trust by an adopting Employer shall be subject to such acceptance of the Trustees and shall be contingent upon a determination by the Internal Revenue Service that the participation by such Employer in the Trust constitutes a qualified plan and trust under Section 401(a) of the Internal Revenue Code of 1954, and upon such adopting Employer having entered into a written contract for the pooling of its pension and retirement funds for purposes of management and investment with those of other entities which are Employers hereunder. The administrative powers and control of the Trustees, as provided in the System and Trust, shall not be diminished by reason of the participation of any such adopting Employer in the Trust. Any Employer may withdraw from the Trust at any time without affecting other Employers not withdrawing by complying with the provisions of the Trust relating to termination of the Trust and Successor Trustees.

18.2 Asset Management: Nothing in this Trust Indenture shall be construed as prohibiting an Employer from entering into this Trust for the purposes of pooling its pension and retirement funds for purposes of management and investment of those funds with other employers participating in the trust, with such Employer reserving the right to adopt and administer its own separate retirement plan. The acceptance of such funds for management and investment only shall be subject to the acceptance by the Trustees and shall be contingent upon a determination that the participation of the Employer in the Trust does not affect the tax exempt status of the Trust as part of a qualified plan under Sections 401 and 501 of the Internal Revenue Code. The Trustees of this Trust shall determine and charge a fee to the Employer for the management and investment of its pooled funds.

## ARTICLE XIX

### Miscellaneous

19.1 Application of Funds: No person dealing with the Trustees shall be required or entitled to see the application of any money paid or property delivered to the Trustees, or to determine whether or not the Trustees are acting pursuant to authorities granted to them hereunder or to authorizations or directions herein required. The certificate of the Trustees that they are acting in accordance with this Indenture shall protect any person relying thereon.

19.2 Tax Status of Trust: The Trust is hereby designated as constituting a part of a plan intended to qualify and to be tax exempt under Section 401(a) and Section 501(a) respectively, of the Internal Revenue Code of 1954, as amended from time to time. Until advised otherwise, the Trustees may conclusively assume that this Trust is qualified under Section 501(a) of the Internal Revenue Code as amended from time to time, and that this Trust is exempt from federal income taxes.

19.3 Limitation of Interest: Neither the creation of this Trust nor anything contained in this Indenture shall be construed as giving any person entitled to benefits hereunder or other employee of any Employer any equity or other interest in the assets, business or affairs of any Employer.

19.4 Exclusive Benefit of Employees: It shall be impossible by operation of this Trust, by natural termination thereof, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement, or by any other means, prior to the satisfaction of any and all liability under the System with respect to Employees, retired Employees, or beneficiaries of deceased Employees, for any part of the Trust assets and the income therefrom to be used for or diverted to purposes other than for the exclusive benefit of such Employees, retired Employees, and such of their beneficiaries as may be entitled to benefits under the System of an Employer. Provided, however, termination of its System, an Employer shall receive such amount, if any, as may remain after the satisfaction of all liabilities under its System to its Employees and arising out of any variations between actual requirements and expected actuarial requirements. The Trustees shall, however, be under no obligation to see to the enforcement of this paragraph.

19.5 Separate Accounting for Contributions and Benefits: The Trustees shall be under obligation to record separately the contributions from each Employer made with respect to its System and the benefits paid under the System to its Employees upon instructions of its Retirement Committee.

19.6 Provisions Apply Separately: All provisions of this Indenture shall apply separately to each of the Employers.

19.7 Consolidation or Merger: Upon the liquidation, bankruptcy, insolvency, consolidation, or merger of an Employer to or with another governmental unit in which the Employer is not the surviving unit, the System of such Employer and the Trust as related to it will terminate and the Trust assets allocated to it will be held or distributed as herein provided, unless the successor to such Employer assumes the duties and responsibilities of such Employer



by adopting its System, or, by the establishment of a separate plan or System to which its pro rata share of the Trust assets shall be transferred and delivered as in the case of the removal of the Trustees by a withdrawing Employer.

19.8 Discretion of Trustees: The discretion or judgment of the Trustees, when exercised in good faith and with reasonable care under the circumstances then prevailing, shall be binding upon all persons.

19.9 Fractions of a Cent: Any fraction of a cent per unit of participation resulting from any computation hereunder may be disregarded or adjusted in such reasonable manner as the Trustees may determine.

**Regular Board of Commissioners**

**10.**

**Meeting Date:** 03/16/2015

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 Memo

VSI Contract

VSI 2-17-2015 Memo



## City of Shawnee

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

Shawnee, OK 74801

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

### MEMORANDUM

AGENDA: March 16, 2015  
TO: Shawnee City Commission  
FROM: Justin Erickson, Interim City Manager  
RE: Contract with Visit Shawnee, Inc.

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### SUMMARY

The City Commission considered the status and details of the VSI, Inc. (hereafter referred to as "VSI") contract on February 17, 2015. At that meeting, a committee was established that included Commissioner Agee and Commissioner Dykstra. Per the approved meeting minutes, the committee was to "negotiate a contract agreeable to all parties," and the matter was deferred until the March 16, 2015 City Commission meeting.

Commissioner Agee and Commissioner Dykstra met with VSI Chairman, Randy Gilbert and Board Member, Ed Bolt on February 25. The attached revised contract is a result of their deliberations and in accordance with the action taken by the VSI Board on March 11, 2015 to forward the contract to the City Commission.

Additions and changes were made compared with the original draft preferred by VSI. The contract does not contain all of the details found in the City's draft, but some adjustments were made. The spending limits are the same as in the previous VSI draft, but advance approval is required by the City for expenses exceeding the limit. Approval by the City of a line item in the budget is considered advance approval. The budget would be submitted as part of the Contract Review Committee process. Cancellation of the contract requires 180 days advance notice.

### REQUESTED ACTION

Approval of the contract is a policy decision by the City Commission. After the initial term, the VSI contract will be reviewed and a recommendation provided to the City Commission by the Contract Review Committee in accordance with standard practice, which does not typically include a staff recommendation. Staff will implement the will of the Commission in this matter. The City Attorney has approved the contract as to form and legality.

#### Attachments

Revised Contract

Memorandums and Previous Contracts discussed at February 17 City Commission meeting

## **AGREEMENT FOR OPERATION OF VISIT SHAWNEE INC.**

This Agreement made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 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 City of Shawnee consistent with Sections 25-226 through 25-239 of the Shawnee Municipal Code.
- 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. VSI will carry workers compensation insurance in accordance with the laws of the State of Oklahoma.
- C. Insurance.** VSI shall obtain insurance to cover 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 Government Tort Claims Act.
- D. Records and Reporting.**
1. Reports. VSI will provide quarterly reports of its activities and finances (including income, expenditures, and balance) to the City Commission, including annual audited financials.
  2. Inspection and Audit. VSI agrees to make its books and records available for inspection by a designee of the City or those hired by the city to perform audits 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 in accordance with the Open Meeting (25 O.S. §§ 302-314) and Open Records (51 §§ 24A 1-29) Laws. All VSI Board meetings will be held locally.

## 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. DISPOSITION OF FUNDS AND EQUIPMENT

- A. **Funds.** In the event this Agreement or any successor Agreement is terminated, all Funds in the possession of VSI shall be returned to the City.
- B. **Equipment.**
  - 1. In the event this Agreement is canceled or terminated, all equipment, furniture, fixtures, and improvements to which the City holds title shall be returned to the City. City shall assume the obligations that VSI lawfully incurred in the purchase of same. All files and work products of VSI shall be the property of the City.
  - 2. Advance approval of the City is required for all capital expenditures from Funds in excess of \$10,000 for depreciable assets; and in excess of \$20,000 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 the City will be deemed advance approval of the expenditure.

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

- A. **Effective Date.** This Agreement shall take effect on the 1<sup>st</sup> day of April, 2015 and shall remain in effect until June 30, 2015. This contract shall automatically renew unless otherwise terminated by either party and be effective from July 1, 2015 until June 30, 2016. All modifications to this Agreement must be in writing and approved by VSI and the 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.

## **V. 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.

## **VI. 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.

## **VII. 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

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

MARY ANN KARNS, CITY ATTORNEY



## 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.

---

### 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

**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

**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

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**Regular Board of Commissioners**

**11.**

**Meeting Date:** 03/16/2015

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 March 2015.

---

Attachments

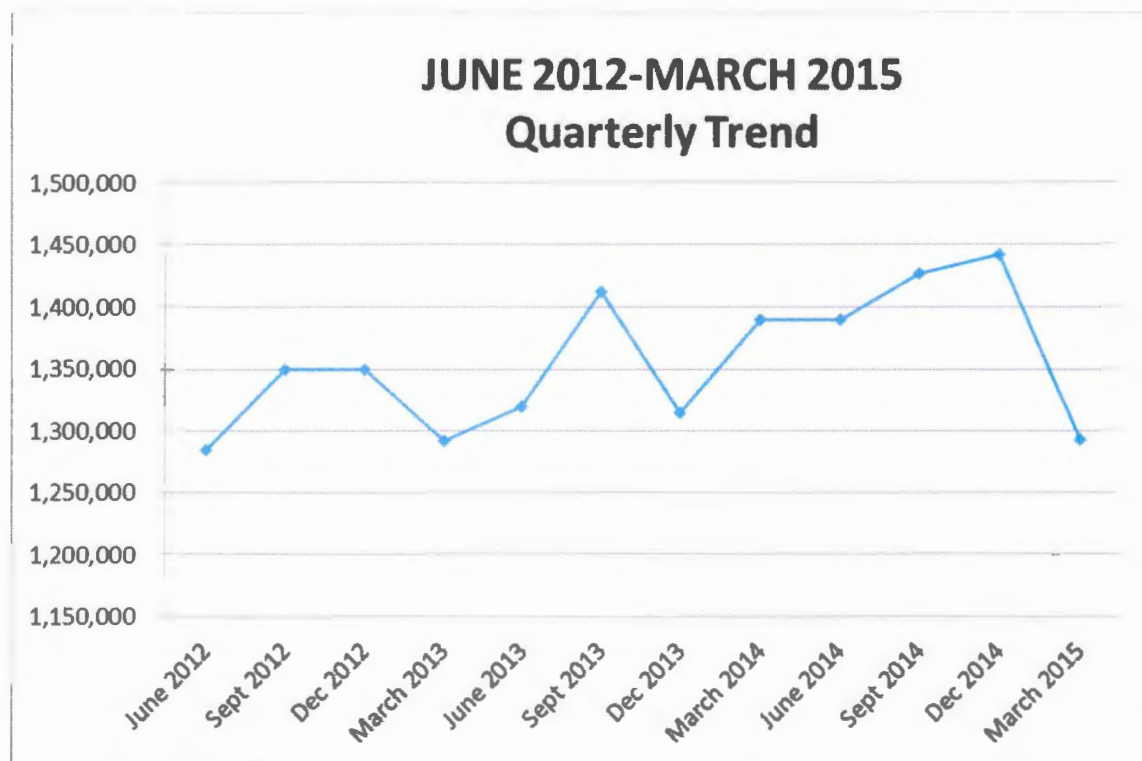
Sales Tax Memo

# City of Shawnee Memorandum

**To:** Mayor and City Commissioners  
**CC:** Justin Erickson, Interim City Manager  
**From:** Cynthia R Sementelli, Finance Director  
**Date:** March 10, 2015  
**Re:** City Sales Tax Report

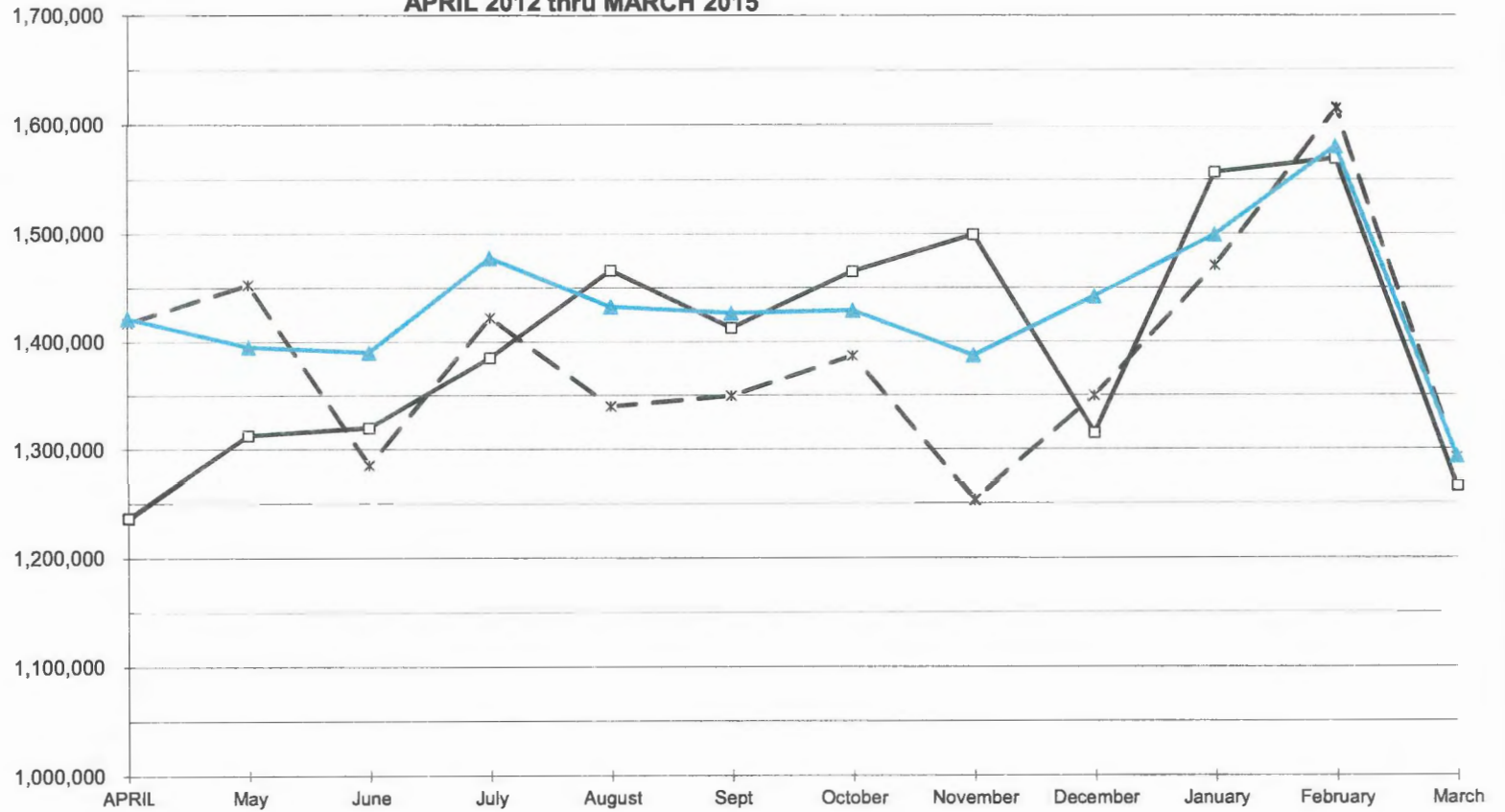


March sales tax collected was \$ 1,292,781 which is up 2.14% from last year (2014) and flat from 2013.



	April 2012	April 2013	April 2014	Increase (Decrease)	
	through	through	through	Over	Prior Year
Month	March 2013	March 2014	March 2015	Amount	Percentage
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	9.54%
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%
March	1,291,532	1,265,687	1,292,781	27,093	2.14%
Total	15,341,239	16,804,127	17,172,805	368,679	2.19%
		Prior Year	Current Year	Increase (Decrease)	
Period		Actual	Actual	Over	Prior Year
Fiscal Year to Date		12,935,040	12,966,139	31,099	0.24%
Removed the one time hit in Feb 2013					

**CITY OF SHAWNEE  
SALES TAX COLLECTION  
APRIL 2012 thru MARCH 2015**



-x- April 2012 through March 2013  
 -□- April 2013 through March 2014  
 -▲- 1,421,540



**Regular Board of Commissioners**

**12. a.**

**Meeting Date:** 03/16/2015

BSP Splash Pad Project

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Boy Scout Park Splash Pad Project (Open)

---

Attachments

[BSP Splash Notice](#)

[BSP Splash Mailing List](#)

[BSP Splash Plan Holders](#)

**NOTICE TO BIDDERS**

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9<sup>th</sup> – P.O Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., Monday, March 16, 2015, for:

**BID: CONTRACT NO. COS-PW-14-02  
BOY SCOUT PARK SPLASH PAD PROJECT**

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, March 4, 2015, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.**

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

**BID: CONTRACT NO. COS-PW-14-02  
BOY SCOUT PARK SPLASH PAD PROJECT  
March 16, 2015**

This project shall include approximately the Splash Pad site construction and installation of selected water feature apparatus. BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with the specifications as issued by the City of Shawnee. Should the successful BIDDER fail to deliver the service in full compliance with the specifications within forty-five (45) days after acceptance of his/her bid, the bidder's bond, certified check or cashier's check deposited with his/her bid will be retained as and for liquidated damages. The deposit of each unsuccessful bidder will be returned when his/her bid is rejected.

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., Monday, March 16, 2015. The City of Shawnee reserves the right to reject any and all bids.

CITY OF SHAWNEE, OKLAHOMA  
a Municipal Corporation

BY: *Justin Erickson*  
Justin Erickson, City Manager



*Phyllis Loftis*  
Phyllis Loftis, CMC, City Clerk

Project Mailing list  
COS-PW-14-02  
Boy Scout Park Splash Pad Project

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**A-1 DOZER & EXCAVATING**  
38107 – 45<sup>TH</sup> STREET  
SHAWNEE, OK 74804

**ACE PAVING & CONSTRUCTION INC**  
NBU 8108  
PRAGUE OK 74864

**All Roads Paving**  
10200 N.W. 10<sup>th</sup> Street  
Oklahoma City, OK 73127

**Arbor Transport & Construction**  
P.O. Box 1721  
Norman, OK 73070

**A-TECH PAVING**  
P O BOX 2865  
EDMOND OK 73083-2865

**Austin Paving**  
PO Box 2707  
Stillwater, OK 74076

**Bishop Paving**  
PO Box 1334  
OKC,OK 73101

**CGC,LLC**  
101 W. 5<sup>th</sup> Street  
Edmond, Oklahoma 73003

**Christian Construction Company**  
20125 180<sup>th</sup> Street  
Purcell, OK 73080

**Cimarron Construction Company**  
7409 N.W. 85<sup>th</sup> Street  
OKC,OK 73132

**Connelly Paving Company**  
P.O. Box 75450,  
OKC, OK 73147

**Continental Construction Corporation**  
5720 N. Industrial Blvd.  
Edmond, OK 73034

**Continental Construction**  
10900 Hefner Pointe Dr. Suite  
202  
OKC,OK 73120

**Cove Creek Construction**  
912 East Main St.  
PO Box 350  
Clarksville, Arkansas 72830

**CP3 Enterprises**  
13112 NS 3500  
Maud, Oklahoma 74854

**C-P Integrated Services**  
3007 NW 63<sup>rd</sup> Street STE 205  
Oklahoma City, OK 73116

**Davenport Construction**  
6001 N. Horseshoe Bend  
Edmond, Ok 73034

**DOLESE**  
20 N W 13<sup>TH</sup>  
OKLAHOMA CITY OK 73103

**Downey Contracting LLC**  
3217 N.E. 63<sup>rd</sup>  
OKC,OK 73121

**DTH Construction**  
35603 Moccasin Trail  
McLoud, OK 74851

**Duit Construction Company, Inc.**  
6250 Industrial Blvd.  
Edmond, OK 73034

**Eagle Vision Construction**  
PO Box 1225  
Shawnee, OK 74802

**Ferguson Waterworks**  
2220 S.E. 18<sup>th</sup> St.  
OKC, Ok 73129

**Forsgren, Inc.**  
3000 North 23<sup>rd</sup> Street  
Fort Smith, Arkansas 72904

**Gayler Construction Services**  
Rt.1 Box 318  
Earlsboro, Ok 74840

**Gibson & Associates, Inc**  
11210 Ryliecrest  
Balch Springs, Texas 75180-0579

**Hardcore Concrete Construction  
Group**  
15 Angie Lane  
Shawnee, OK 74801-3916

Project Mailing list  
COS-PW-14-02  
Boy Scout Park Splash Pad Project

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**HASKELL LEMONS, LLC.**  
PO Box 75608  
OKC, OK 73147

**HD Supply**  
14701 E. 116 N  
Owasso, Ok 74055

**Heller Construction**  
PO Box 1438  
Hot Springs, Arkansas 71902

**Howard Construction**  
901 S. Spring Lane  
Blanchard, OK 73010

**Howards Excavating and Paving**  
14000 S. Meridian Ave.  
OKC, Ok 73173

**J & S Dozer**  
1822 Elmgrove Road  
Muskogee, Ok 74403

**Jordan Contractors**  
123 S. Broadway  
Tecumseh, Ok 74873

**Keystone Services, Inc.**  
P.O. Box 218  
Bixby, OK 74008

**Krapff Reynolds Construction  
Company**  
2400 N.E. 4<sup>th</sup> Street  
OKC,OK 73117

**Kraus Construction**  
2419 N. O Street  
Fort Smith, Arkansas 72901

**Kustom Krete**  
1901 Glenn Wood Dr.  
Moore, OK 73160

**Landes Engineering, L.L.C.**  
P. O. Box 1032  
Shawnee, OK 74802-1032

**Legacy Services, Inc.**  
10020 NW 134<sup>th</sup> Street  
Yukon, OK 73099

**MARKWELL PAVING COMPANY**  
P O BOX 82005  
OKC OK 73148

**McWane Pipe**  
10012 S. Maplewood Pl  
Tulsa, OK 74137

**Medevelop**  
3847 S. Boulevard, Suite 400  
Edmond, OK 73013

**Meridian Contracting Inc**  
17500 S. Sooner Rd  
Norman, OK 73071

**Merryman Excavators**  
1501 Land Road  
Woodstock, IL

**Midstate Traffic Control**  
12501 N. Sante Fe  
OKC,OK 73114

**Mike Little Construction**  
1901 N. Kickapoo  
Shawnee, OK 74804

**Nash Construction Company**  
700 S. Irving  
Oklahoma City, OK 73129

**OBC Inc**  
PO Box 3817  
Edmond, Ok 73083

**Parathon Construction**  
PO Box 1287  
Edmond, Ok 73083-1287

**Pbx Corporation**  
PO Box 644  
Sapulpa, Ok 74067

**Peter Porter**  
4409 N. Bryan Ave.  
Shawnee, OK 74804-2352, R007

**PIONEER ROCK**  
P O BOX 176  
COMMERCE OK 74339

**PM Construction**  
131 N. Richey  
Pasadena, Texas 77506

Project Mailing list  
COS-PW-14-02  
Boy Scout Park Splash Pad Project

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**RUDY CONSTRUCTION CO.**  
P O BOX 14575  
OKC OK 73113

**SAC Services**  
3600 S. Ross Ave.  
Oklahoma City, OK 73119

**SHELL CONSTRUCTION**  
P.O. Box 1178  
OKC, OK 73101

**Shiloh Enterprises, Inc.**  
5720 N. Industrial Blvd.  
Edmond, OK 73034

**Shoestring Enterprises LLC**  
PO Box 390  
Olustee, OK 73560

**Silver Star Construction, Inc.**  
2401 S. Broadway  
Moore, OK 73160

**TG Excavating**  
26016 E. Admiral Place  
Catoosa, OK 74015

**Time Striping Inc.**  
PO Box 1236  
Van Buren, Arkansas 72957

**TJ Campbell**  
6900 S SUNNYLANE  
OKC OK 73135

**Tom Hudson Paving**  
7400 W. HWY 33  
Guthrie, OK 73044

**Tonto Construction Inc**  
8101 W. 33rd Street South  
Muskogee, Ok 74401

**Traffic and Lighting Systems**  
13305 N. Sante Fe  
OKC, OK 73114

**Trent Construction**  
2200 N. Luther Road  
Harrah, Ok 73045

**T T K CONSTRUCTION**  
P O BOX 3681  
EDMOND OK 73083

**Urban Contractors**  
7113 N. Bryant Ave.  
OKC, OK 73121

**Water Works Plumbing, Inc**  
2613 N. Shields Blvd  
Moore, Ok 73160

**Wee Construction Co**  
PO Box 263  
Washington, OK 73093

**White Hawk Engineering &  
Design, LLC**  
PO Box 7620  
Moore, OK 73153-1620

**White's Construction**  
2019 Spencer Dr.  
Harrah, Ok 73045

**WOOD & SONS PAVING**  
200 E. INTERSTATE 35  
EDMOND OK 73034

**Wynn Construction**  
11901 N. Eastern Ave.  
OKC, OK 73131

**Central Contracting**  
17301 South Sunny Lane  
Norman, Ok 73071

**Martin Marietta Materials Inc**  
1404 SW 89<sup>th</sup> Street  
Okc, Ok 73159-6305

**MKEC Engineering**  
1000 W. Wilshire suite 401  
Okc, Ok 73116

**Branco Enterprises, Inc**  
PO Box 459  
Neosho, Missouri 64850

**Oklahoma Concrete LLC**  
Tyler Beaty  
5990 Callahan Way NE  
Piedmont, Ok 73078

Project Mailing list  
COS-PW-14-02  
Boy Scout Park Splash Pad Project

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**Power Play**  
**Craig Hamelin**  
12812 S. Memorial Dr.  
Suite 100  
Bixby, Ok 74008

**Knorr Systems**  
**David Smith**  
PO Box 703567  
Dallas, Tx 75370

**Terra Pad**  
**Attn: Karen Anderson**  
PO Box 55126  
Tulsa, OK 74155-1126

**ACS playground**  
8501 Mantle ave  
Okc, ok. 73132

**Play By Design**  
**Cheryl Sumners**  
3619 E. 105<sup>th</sup> Street  
Tulsa, Ok 74137

**Water Technology, Inc**  
**Ryan Nachreiner**  
100 Park Ave  
PO Box 614  
Beaver Dam, WI 53916

**Kraftsman Playground & Water Parks**  
101 Honeytree Circle  
Waxahchie, TX 75165-6903

**Bryan Montgomery**  
**ACS Playground Adventures**  
12104 S. 352 Rd.  
Earlsboro, Ok. 74840

**Arkoma Playgrounds**  
**Becky Thompson**  
93 Colt Square, Suite 5  
Fayetteville, AR 72703

**Water's Edge Aquatic Design**  
Caroline Casper Business Development  
11205 W. 79<sup>th</sup> St.  
Lenexa, KS 66214

**Waterpark Excitement**  
2521 N. Austin St.  
Seguin, TX 78155

Project Mailing list  
COS-PW-14-02  
Boy Scout Park Splash Pad Project

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CITY OF SHAWNEE  
PLAN HOLDER'S LIST  
CONTRACT NO. COS-PW-14-02  
BOY SCOUT PARK SPLASH PAD PROJECT

Those highlighted have confirmed receipt of Addendum #1

Business Name: Wynn Construction  
Contact: Rickey Thompson  
Address: 11901 N. Eastern Ave OKC, OK73131  
  
Telephone: 405-753-1120  
Fax: 405-753-1159  
Cell:   
E-Mail: bid@wynnconstruction.com  
Paid for & Picked Up Specs: 2/19/15 mailed /credit

Business Name: Peter Porter  
Contact: Peter Porter  
Address: 4409 N. Bryan Rd Shawnee, Ok 74804  
  
Telephone: 405-820-2980  
Fax:   
Cell:   
E-Mail:   
Paid for & Picked Up Specs: 2/20/15 cash

Business Name: Parathon Construction  
Contact: Jimmy Smith  
Address: PO Box 1287  
Edmond, Ok  
Telephone: 405-202-0643  
Fax: 866-391-1572  
Cell:   
E-Mail: jimmy\_smith@coxinet.net  
Paid for & Picked Up Specs: 2/27/15 Ck #3223



Business Name: Benchmark Enterprises  
Contact: Becky Wagnon  
Address: PO Box 140121  
Broken Arrow, OK 74014  
Telephone: 918-706-0822  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-Mail: becky@benchmarkentp.com  
Paid for & Picked Up Specs: credit mailed 3/2/15

Business Name: Dodge Data & Analytics  
Contact: Kathy Marshall  
Address: 3315 Central Ave  
Hot Springs, AR 71913  
Telephone: 912-351-4504  
Fax: 877-836-5711  
Cell: \_\_\_\_\_  
E-Mail: Kathy.marshall@construction.com  
Paid for & Picked Up Specs: 3/2/15 credit mailed

Business Name: CMD  
Contact: TaMel Sisney  
Address: 30 Technology Parkway South, Ste 100  
Norcross, GA 30092  
Telephone: 630-288-8317  
Fax: 800-303-8629  
Cell: \_\_\_\_\_  
E-Mail: tamel.sisney@cmdgroup.com  
Paid for & Picked Up Specs: ck#93636 mailed 3/2/15

Business Name: Sagemill Construction  
Contact: Martin Benn  
Address: 1208 South Dawson  
Meeker, Ok 74855  
Telephone: 405-314-9064  
Fax: \_\_\_\_\_  
Cell: 405-314-9064  
E-Mail: martin@sagemill.net  
Paid for & Picked Up Specs: 3/3/15 ck #6255

Business Name: C3 Construction  
Contact: Michael Summers  
Address: 1012 N. Mississippi  
Ada, Ok 74820  
Telephone: 580-310-0888  
Fax: 580-310-0008  
Cell: 580-320-8958  
E-Mail: Michael@c3construction.us  
Paid for & Picked Up Specs: credit Mailed 3/6/15

Business Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Paid for & Picked Up Specs: \_\_\_\_\_

**Regular Board of Commissioners**

12. b.

**Meeting Date:** 03/16/2015

BS Restroom

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Boy Scout Restroom Project (Open)

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Attachments

BS Restroom Notice

BS Restroom Plan Holders

## NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma, up to 4:00 p.m., Monday, March 16, 2015 for:

### Boy Scout Restroom Project

**Instructions and bid documents are available to qualified bidders at the Fairview Cemetery Office located at 1400 north Center Street Shawnee, Oklahoma 74801 from 8:00 am to 4:00 pm Monday – Friday.**

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

#### BID - **Boy Scout Restroom Project** March 16, 2015

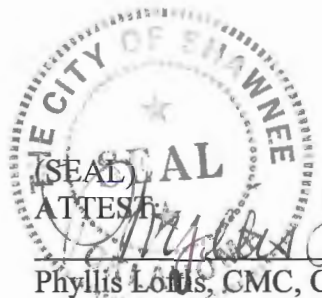
The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee at **16 W. 9<sup>th</sup> Street**, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, 16 W. 9<sup>th</sup> Street Shawnee, Oklahoma 74801, at 6:30 p.m., Monday, March 16, 2015.

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

CITY OF SHAWNEE, A Municipal Corporation

By: Justin Erickson  
Justin Erickson, Interim City Manager

The seal of the City of Shawnee, Oklahoma, is circular with the text "THE CITY OF SHAWNEE" around the perimeter and a star in the center. Overlaid on the seal is the word "SEAL" in large letters and "ATTEST" below it. A signature, "Phyllis Lottis", is written across the seal and extends to the right, ending at a horizontal line.  
Phyllis Lottis, CMC, City Clerk

## **Boy Scout restroom Project**

### Notice to Bidders

Shawnee News Star

City of Shawnee Web

Southwest Construction News

### Plan Holders List

Greg Rodgers

Greg Rodgers Electric

Martin Benn

Sagemill Construction

Peter Porter

Peter Porter Construction

Mike Summers

C3 Construction

Brandon Columbus

Oklahoma Construction

**Regular Board of Commissioners**

**12. c.**

**Meeting Date:** 03/16/2015

Auditorium HVAC

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Auditorium HVAC Design (Open)

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Attachments

Auditorium HVAC Notice

Auditorium HVAC Plan Holders

## Request for Qualifications

The City of Shawnee is soliciting services from Qualified Design firms to design an HVAC system for our Municipal Auditorium located at 400 N. Bell Street. Interested qualified design firms shall submit required material to the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma, by 4:00 p.m., Monday, March 16, 2015.

**Instructions and bid documents are available to qualified bidders at the Fairview Cemetery Office, (405) 878-1529, located at 1400 north Center Street Shawnee, Oklahoma 74801 from 8:00 am to 4:00 pm Monday – Friday.**

Each submittal shall be filed in a sealed envelope/box. On the front of each envelope/box shall be written the following words to the left of the address:

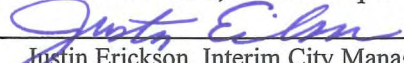
### **Auditorium HVAC Design** March 16, 2015

The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee at **16 W. 9<sup>th</sup> Street**, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, 16 W. 9<sup>th</sup> Street Shawnee, Oklahoma 74801, at 6:30 p.m., Monday, March 16, 2015.

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

CITY OF SHAWNEE, A Municipal Corporation

By:   
Justin Erickson, Interim City Manager

(SEAL)

ATTEST:

  
Phyllis Loftis, CMC, City Clerk

## **Auditorium HVAC Design RFQ**

### Notice to Bidders

Shawnee News Star

City of Shawnee Web

Southwest Construction News

### Plan Holders List

Peter Porter

Peter Porter Construction

Owen Gwin

Fosdick & Hilmer