

AGENDA
BOARD OF CITY COMMISSIONERS
June 20, 2022 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
2. Consider approval of Consent Agenda:
 - a. Minutes from the June 6, 2022 regular meeting.
 - b. Acknowledge the following minutes and reports:
 - Planning Commission Minutes from the May 4, 2022 regular meeting
 - Parks and Recreation Committee Minutes from the February 10, 2022 regular meeting
 - License Payment Report for May 2022
 - Project Payment Report for May 2022
 - c. Acknowledge receipt of Pioneer Library Systems Budget for July 1, 2022 through June 30, 2023.
 - d. Mayor's Appointments:

<u>Planning Commission</u>		
John "Jack" Barrett	1 st Partial Term	Expires: June 1, 2023
<i>Replaces Cody Deem – Resigned</i>		
 <u>Senior Citizens of Shawnee Board</u>		
John Belzer	1 st Full Term	Expires: July 1, 2025
<i>Reappointment</i>		
 Shirley Gregory		
1 st Full Term	Expires: July 1, 2025	

Reappointment

Zoning Board of Adjustment

Brandon Dyer 1st Full Term Expires: June 1, 2025

Reappointment

Frank Kelly 1st Full Term Expires: June 1, 2025

Replaces Mark Cannon – Term Expired

e. Approve renewal of the following agreements for Fiscal Year 2022-2023:

1. Agreement with the Housing Authority of the City of Shawnee for fingerprinting services.
2. Agreement with the Pottawatomie County District Court (Judicial District 23) to enable the Municipal Court to establish, develop, and implement programs for juvenile misdemeanor offenders.
3. Agreement with Youth and Family Resource Center, Inc. for juvenile services.

f. Acknowledge the agreement with Pottawatomie County Historical Society for Fiscal Year 2022-2023.

g. Lake Lease Transfer:

TRANSFER:

Lot 5 Renfro Tract, 15810 Sleepy Hollow Road

From: Patricia Young

To: Brandy and Jason Helm

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

4. Mayor's Proclamations:

"Commemorate Juneteenth and the Dunbar Heights Historic Neighborhood"
June 20, 2022

5. Presentation of the 2021 Performer by Crawford and Associates.

6. Consideration of a budget amendment for Fund 001 General Fund to appropriate revenue for expenditures (Police Vehicle Repairs, Police Grant Expense, City Manager Services, Legislative Consulting Services, and Fire Vehicle Repairs).

7. Consideration of approval of the City of Shawnee budget for Fiscal Year 2022-2023.

8. Consideration of a resolution adopting the budget for the City of Shawnee, Oklahoma for the period of July 1, 2022 through June 30, 2023 finding all things requisite and necessary have been done in preparation and presentation of budget.

9. Presentation on Public Safety Protection Districts and General Obligation Bonds by Bank of Oklahoma Financial Securities.

10. Consideration of an Agreement with Central Oklahoma Community Action Agency/Central Oklahoma Transit System for Fiscal Year 2022-2023.
11. Consideration of an Agreement with Shawnee Forward for Fiscal Year 2022-2023.
12. Consideration of an Agreement with Community Renewal of Pottawatomie County for Fiscal Year 2022-2023.
13. Consideration of an Amendment to Agreement for Engineering Services with Holloway, Urdike and Bellen, Inc. (HUB) for Cammack and Georgia Gravity Relief Lines.
14. Public hearing and consideration of an ordinance to rezone property located at 1414 North Kennedy Avenue from I-2 (Light Industrial District) to C-3 (Highway Commercial District). Case No. RZ07-22, Applicant: Valir PACE represented by Emily Tremblay.
15. Public hearing and consideration of an ordinance to rezone property located on approximately 8.79 acres north of West MacArthur Street and east of Acme Road from R-3 (Multifamily Residential District) and C-2 (Suburban Office Commercial District) to a PUD (Planned Unit Development). Case No. PUD01-22, Applicant: J. Bentley Investments, LLC represented by Grubbs Consulting, LLC. *(Deferred from the May 16, 2022 City Commission meeting.)*
16. Consideration of an ordinance amending portions of the Shawnee Municipal Code, Chapter 26 "Utilities," by adding and adopting a Public Safety Fee; and providing for repealer; providing for severability; providing for codification; and providing an effective date.
17. Consideration of a resolution updating the City Fee Schedule by setting the monthly rate of the Public Safety Fee pursuant to Chapter 26, Article III, Division 2, Subdivision III, Section 26-174, of the City Code; and providing an effective date.
18. Consideration of an ordinance amending portion of the Shawnee Municipal Code, Chapter 23 "Solid Waste", by adding and adopting a Public Safety Fee; and providing for repealer; providing for severability; providing for codification; and providing an effective date.
19. Consideration of a resolution updating the City Fee Schedule by setting the monthly rate of the Public Safety Fee pursuant to Chapter 23, Article II, Section 23-38 of the City Code; providing an effective date; and providing for the readoption of the City Fee Schedule in whole.
20. Consideration of a resolution declaring certain real property located at 419 North Kickapoo Avenue as surplus and no longer needed for City purposes; describing said property; and authorizing staff to advertise for sealed bids for the sale of said property.
21. Consideration of a resolution declaring certain real property located at 412 South Kickapoo Avenue as surplus and no longer needed for City purposes; describing said property; and authorizing staff to advertise for sealed bids for the sale of said property.
22. Acknowledge monthly Sales Tax and Budget Reports.

23. Administrative Reports
 - a. Santa Fe Depot – Community Visioning Results – Rian Harkins, Community Development Director
24. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
25. Commissioners Comments
26. Consider an executive session and possible action on an existing Workers' Compensation claim expenses, for Jeff Rogers, as authorized by 25 O.S. § 307(B)(7) on the recommendation of counsel that public discussion would violate confidentiality requirements.
27. Consider matters discussed in executive session regarding an existing Workers' Compensation claim expenses, for Jeff Rogers, as authorized by 25 O.S. § 307(B)(7) on the recommendation of counsel that public discussion would violate confidentiality requirements.
28. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 06/20/2022

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the June 6, 2022 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

JUNE 6, 2022 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, June 6, 2022 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 6:55 p.m. on June 2, 2022. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Commissioner Travis Flood

FLAG SALUTE

AGENDA ITEM NO. 1:

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

Mr. Rob Morris, Ms. Lorna Bowen, Ms. Amy Camarata, Mr. Ken Landry, Mr. Tony Wall, Mr. Joey Ward, and Ms. Betty Scott spoke during Citizens Participation.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the May 16, 2022 regular meeting.
- b. Acknowledge the following minutes:
 - Community Service Contract Review Committee Minutes from the May 13, 2021 meeting
 - Senior Citizens of Shawnee Board Minutes from the October 12, 2021, November 9, 2021, December 14, 2021, February 8, 2022, and March 8, 2022 regular meetings

- c. Acknowledge Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Robert Clem.
- d. Acknowledge the request of an Inter-Governmental Agreement with the City of Oklahoma City for Regional Household Hazardous Waste Collection and Management Service.
- e. Acknowledge the resignation of Cody Deem from the Planning Commission.
- f. Mayor's Appointments:

Airport Advisory Board

Larry Briggs 1st Full Term Expires: July 1, 2025
Replaces Barry Fogerty – Term Expired (Effective July 1, 2022)

Colton Crowder 1st Full Term Expires: July 1, 2025
Replaces John Klaser – Term Expired (Effective July 1, 2022)

Cody Smithson 1st Full Term Expires: July 1, 2025
Replaces James Smith – Term Expired (Effective July 1, 2022)

Shawnee Urban Renewal Authority

Jamelle Payne 1st Partial Term Expires: February 2, 2024
Replaces Crista Blue – Resigned

Zoning Board of Adjustments

Holly Gordon 1st Full Term Expires: June 1, 2025
Reappointment

- g. Acceptance of right-of-way utility easements for the Cammack Street Sewer Project, from the following:
 - 1) Bergen Real Estate, LLC, parcel one
 - 2) Bergen Real Estate, LLC, parcel two
 - 3) Keller Enterprises, Inc.
 - 4) Harmony Holding, LLC
 - 5) William T. Brandon
 - 6) Bridge Investment Group, LLC
 - 7) Bill McCain
 - 8) 1803 N. Harrison, LLC

h. Lake Lease Transfer:

TRANSFER:

Lot 8 Magnino A Tract, 17230 Magnino Road

From: Terry Farris

To: Brian Eugene Hughes

Commissioner Flood asked that Consent Agenda Item No. 2(a) be pulled for separate consideration.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve Consent Agenda Item Nos. 2(a-h), less item 2(a). Motion carried 7-0.

AYE: Matthews, Sehorn, Salter, Engles, Flood, Bolt, Rutherford

NAY: None

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve Consent Agenda Item No. 2(a). Motion carried 6-0-1.

AYE: Matthews, Rutherford, Sehorn, Salter, Engles, Bolt

NAY: None

ABSTAIN: Flood

AGENDA ITEM NO. 3:

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

Animal Control Officers Brandi Spoon and Wendy Cole introduced Stripes, an eight-week-old male kitten. The Animal Shelter currently has forty-six (46) dogs and nine (9) cats.

AGENDA ITEM NO. 4:

Public Hearing for the City of Shawnee Proposed Budget for Fiscal Year 2022-2023.

Jacob Bussell, Assistant Finance Director, provided a brief presentation of the City of Shawnee Proposed Budget for Fiscal Year 2022-2023.

Mayor Bolt declared a public hearing in session to consider the Fiscal Year 2022-2023 budget. Ms. Amy Camarata appeared both in favor and against the proposed budget. Mr. Rob Morris appeared against the proposed budget. The public hearing was closed.

Staff answered questions from the Commission.

AGENDA ITEM NO. 5:

Consideration of the Declaration of the Mayor of the City of Shawnee declaring an emergency within the city limits and such additional territory as may be described herein, authorizing the action of the City Manager pursuant to State Laws and the Municipal Code of the City of Shawnee.

Rachelle Erickson, Emergency Management Director, explained the proposed Declaration is for damages caused by the May 4, 2022 severe weather event.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to approve the Declaration of the Mayor of the City of Shawnee declaring an emergency within the city limits and such additional territory as may be described herein, authorizing the action of the City Manager pursuant to State Laws and the Municipal Code of the City of Shawnee. Motion carried 7-0.

AYE: Rutherford, Flood, Bolt, Sehorn, Salter, Matthews, Engles

NAY: None

AGENDA ITEM NO. 6:

Consideration of a Boundary Adjustment for City of Shawnee Outdoor Warning Sirens.

Rachelle Erickson, Emergency Management Director, explained the current and proposed boundaries for the City of Shawnee Outdoor Warning Sirens. The proposed area would include the City of Shawnee City Limits and a portion of the area lying to the southwest of the Shawnee Twin Lakes.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Engles, to approve a Boundary Adjustment for City of Shawnee Outdoor Warning Sirens. Motion carried 7-0.

AYE: Rutherford, Engles, Flood, Bolt, Sehorn, Salter, Matthews

NAY: None

AGENDA ITEM NO. 7:

Consideration of a Resource Center Memorandum of Understanding with Shawnee Rescue Mission.

Rian Harkins, Community Development Director, briefly explained the Resource Center Memorandum of Understanding with Shawnee Rescue Mission.

A motion was made by Mayor Bolt, seconded by Commissioner Flood, to approve a Resource Center Memorandum of Understanding with Shawnee Rescue Mission. Motion carried 7-0.

AYE: Bolt, Flood, Rutherford, Sehorn, Salter, Matthews, Engles

NAY: None

AGENDA ITEM NO. 8:

Consideration of an appeal of an Administrative Order regarding property located at 528 North Cleveland Avenue.

Kevin Moore, Building Official, provided a staff report regarding the property located at 528 North Cleveland Avenue. Ms. Betty Scott, property owner, spoke regarding said property. Discussion was held among the Commission. It was explained denial of the appeal would allow the property owner forty-eight (48) hours to pull a remodel permit for the structure.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to deny the appeal of an Administrative Order regarding property located at 528 North Cleveland Avenue. Motion carried 7-0.

AYE: Rutherford, Sehorn, Salter, Matthews, Engles, Flood, Bolt

NAY: None

AGENDA ITEM NO. 9:

Consideration of an Ordinance of the City of Shawnee, Oklahoma amending Chapter 7, "Buildings and Building Regulations"; and providing for severability, codification, and repealer.

Seth Barkhimer, City Engineer, explained the proposed ordinance is a housekeeping item allowing certain fees to be codified within the City Fee Schedule.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve the ordinance of the City of Shawnee, Oklahoma amending Chapter 7, "Buildings and Building Regulations"; and providing for severability, codification, and repealer.

Ordinance No. 2760NS was introduced.

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING CHAPTER 7, "BUILDINGS AND BUILDING REGULATIONS"; AND ALSO PROVIDING FOR SEVERABILITY, CODIFICATION, AND REPEALER.

Motion carried 7-0.

AYE: Matthews, Rutherford, Sehorn, Salter, Engles, Flood, Bolt

NAY: None

Ordinance No. 2760NS was adopted by the City Commission.

AGENDA ITEM NO. 10:

Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma updating the City Fee Schedule by amending Chapter 7, "Buildings and Building Regulations".

Seth Barkhimer, City Engineer, explained this is a companion item to Agenda Item No. 9. The proposed resolution updates the City Fee Schedule.

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve the resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma updating the City Fee Schedule by amending Chapter 7, "Buildings and Building Regulations".

Resolution No. 6660 was introduced.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA UPDATING THE CITY FEE SCHEDULE BY AMENDING POTIONS OF CHAPTER 7 – “BUILDINGS AND BUILDING REGULATIONS”.

Motion carried 7-0.

AYE: Engles, Matthews, Flood, Bolt, Rutherford, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 11:

Consideration of a resolution updating the City Fee Schedule by setting the monthly rates and fees for solid waste services pursuant to Subsection (a), Section 23-38, Article II, Chapter 23 of the City Code; and providing for the readoption of the City Fee Schedule in whole.

Kacie Eck, Senior Deputy City Clerk, explained approval of the proposed resolution will remove a fee that was inadvertently added to the City Fee Schedule during a recent approval of a One Dollar (\$1.00) hazardous waste fee.

A motion was made by Commissioner Engles, seconded by Commissioner Flood, to approve the resolution updating the City Fee Schedule by setting the monthly rates and fees for solid waste services pursuant to Subsection (a), Section 23-38, Article II, Chapter 23 of the City Code; and providing for the readoption of the City Fee Schedule in whole.

Resolution No. 6661 was introduced.

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY SETTING THE MONTHLY RATES AND FEES FOR SOLID WASTE SERVICES PURSUANT TO SUBSECTIONS (a), SECTION 23-38, ARTICLE II, CHAPTER 23 OF THE CITY CODE; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

Motion carried 7-0.

AYE: Engles, Flood, Bolt, Rutherford, Sehorn, Salter, Matthews

NAY: None

AGENDA ITEM NO. 12:

Administrative Report(s):

- a. Fire Department Staffing – Andrea Weckmueller-Behringer, City Manager

City Manager Andrea Weckmueller-Behringer and Fire Department Chief Tony Wittmann provided a presentation on Fire Department Staffing.

- b. Santa Fe Depot – Rian Harkins, Community Development Director

Community Development Director Rian Harkins provided a presentation on the Santa Fe Depot Revisioning.

AGENDA ITEM NO. 13:

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

There was no New Business.

AGENDA ITEM NO. 14:

Commissioners Comments

Commissioner Salter spoke regarding the Fire Department and Fiscal Year 2022-2023 Budget.

Commissioner Sehorn spoke regarding the Fire Department, Fiscal Year 2022-2023 Budget, and the Administrative Appeal for 528 North Cleveland Avenue.

Vice Mayor Rutherford spoke regarding the Pottawatomie County Historical Society, Santa Fe Depot, and the Fire Department.

Commissioner Flood spoke regarding the Fire Department, Fiscal Year 2022-2023 Budget, and the Santa Fe Depot. He also thanked Commissioner Salter for his service to the Commission.

Commissioner Engles spoke regarding the Fire Department, Resource Center, Pottawatomie County Historical Society, Santa Fe Depot, and Fiscal Year 2022-2023 Budget.

Mayor Bolt spoke regarding the Fire Department, Fiscal Year 2022-2023 Budget, Resource Center, Pottawatomie County Historical Society, and the Santa Fe Depot.

AGENDA ITEM NO. 15:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:52 p.m.)

ED BOLT, MAYOR

ATTEST:

KACIE ECK, CMC
SENIOR DEPUTY CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 06/20/2022

Minutes and Reports

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes and reports:

- Planning Commission Minutes from the May 4, 2022 regular meeting
 - Parks and Recreation Committee Minutes from the February 10, 2022 regular meeting
 - License Payment Report for May 2022
 - Project Payment Report for May 2022
-

Attachments

Planning Minutes

Parks & Recreation Minutes

License Payment Report

Project Payment Report

REGULAR PLANNING COMMISSION MINUTES

DATE: May 4, 2022

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on May 4, 2022, at 1:30 p.m., according to notice duly posted as prescribed by law.

Item 1. Roll Call

Chair Deem called the meeting to order at 1:30 p.m. City Planner, Rachel Clyne, called roll and stated a quorum was present.

The following Commissioners were present:

Present: Walker, Johnson, Deem, Mew-Palmer, Rowell

Absent: Loftis-Walton, Reese

Item 2. Approval of Minutes – Regular meeting

Consideration of approval of the minutes from the regular meeting of April 6, 2022. Chair Deem asked the Planning Commissioners for questions or corrections to the minutes.

Commissioner Walker made a motion to **Approve** the minutes as presented, which Commissioner Johnson seconded.

Motion **passed 5-0-0**.

Aye: Walker, Johnson, Deem, Mew-Palmer, Rowell

Nay: None

Abstain: None

Item 3.

Case No. RZ05-22 – Public hearing and consideration of a request to rezone property located at 33909 Lake Road Street from A-1 (Rural Agricultural District) to RE (Residential Estates District).

Applicants: Gerald and Linda Nowlin

Chair Deem read the agenda item and asked for a staff report. Planner Clyne provided background information on the application request. The subject property is located at 33909 Lake Road and is currently undeveloped. The area for consideration is approximately 20.85 acres and is located west of the dollar store on Lake Road. The request is to rezone from A-1 (Rural Agricultural District) to RE (Residential Estates District).

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has the Agricultural/Open land use designation. To the east, all three (3) corners of the intersection (within Shawnee's jurisdiction) of Lake Road and SH-102 have the future land use designation of Lake Oriented Commercial. The 2040 Comprehensive Plan defines Agricultural/Open designation as: "Long term growth areas. This comprehensive plan outlines the land needed to accommodate growth over the next 10 - 20 years."

The zoning district RE (Residential Estates) requires that the lots shall not be smaller than one-acre per lot if subdivided. RE is a reasonable zoning district for the subject property given the proximity to the commercial zoning and use, as well as the geographic location of the subject site in relation to the rest of the community. Furthermore, the proposed zoning district is within the intent of the Comprehensive Plan regarding potential growth in this part of the community.

Staff recommended the Planning Commission recommend to the City Commission **APPROVAL** of **RZ05-22** a request to rezone property located at 33909 Lake Road Street from A-1 (Rural Agricultural District) to RE (Residential Estates District).

Chair Deem asked if there were questions for staff and then opened the public hearing. The applicant, Gerald Nowlin, was present and available for questions. Gary Ticer stated he lived nearby and expressed his concerns about a potential trailer park on the subject property. He also mentioned water (stormwater) from developing the subject property would affect his land; he was opposed to the area being split (subdivided). With no additional speakers, the public hearing was closed.

Commissioner Rowell made a motion to recommend **APPROVAL** of Case No. **RZ05-22** to the City Commission, which Commissioner Reese seconded.
Following any discussion, the motion **passed 5-0-0**.

Aye: Walker, Johnson, Deem, Mew-Palmer, Rowell
Nay: None
Abstain: None

It was announced the item would be heard at the May 16, 2022, City Commission meeting at 6 p.m.

Item 3.

Case No. **PUD01-22** – Public hearing and consideration of a request for a Planned Unit Development (PUD) on ±8.79 acres north of West MacArthur Street and east of Acme Road.

Applicant: J. Bentley Investments, LLC represented by Grubbs Consulting, LLC

Chair Deem read the agenda item and asked for a staff report. Planner Clyne explained the applicant had requested additional time and requested a deferral to the next Planning Commission meeting. Staff recommended the Planning Commission recommend DEFERRAL of **PUD01-22** to the City Commission.

Chair Deem asked if there were questions for staff. With no questions, she asked for a motion.

Commissioner Walker made a motion to recommend **Deferral** of Case No. **PUD01-22** to the City Commission, which Commissioner Johnson seconded.
Following any discussion, the motion **passed 5-0-0**.

Aye: Walker, Johnson, Deem, Mew-Palmer, Rowell
Nay: None
Abstain: None

It was announced the item would be heard at the May 16, 2022, City Commission meeting at 6 p.m.

Item 5.

Case No. CUP03-22 -- Public hearing and consideration of a request for a Conditional Use Permit (CUP) for an Accessory Dwelling Unit (ADU) at 1717 Remington Street.

Applicants: Steven and Gloria Barrett

Chair Deem read the agenda item and asked for a staff report. Planner Clyne provided background information on the application request. The subject property is located at 1717 E Remington Street and has an existing single-family residence. The Conditional Use Permit (CUP) allows for an Accessory Dwelling Unit (ADU), which would be located in the rear yard of the property.

The subject property is zoned R-1 (Single-Family Residential District); the City's Zoning Code does not allow Accessory Dwelling Units (ADU) to be located in the R-1 zoning district. However, the Zoning Code does allow ADUs in A-1, R-2, and R-3 zoning districts. In each of those districts, the ADU is allowed only with a single-family home. To ensure compliance, the property owners are seeking conditional approval on this CUP request to be immediately followed by a request to rezone.

Staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of **CUP03-22**, which is for a Conditional Use Permit (CUP) at 1717 Remington Street to allow an Accessory Dwelling Unit (ADU), with the following conditions.

1. The property owner must reside in either the principal structure or the ADU.
2. Only one ADU is allowed per lot in conjunction with a single-family house. ADUs are not allowed in conjunction with duplexes, triplexes, or multifamily dwelling units.
3. An instrument shall be recorded with the register's office covenanting that the structure is being established as an accessory dwelling unit and may only be used under the conditions expressed herein.
4. The ADU may only be located in the established rear yard.
5. The living space of the ADU shall not exceed 900 square feet.
6. The footprint of a single-story detached accessory dwelling shall not exceed 50 percent of the first-floor area of the principal structure.
7. The footprint of a two-story detached accessory dwelling shall not exceed 40 percent of the first floor of the principal structure.
8. ADUs with a second-story dwelling unit shall enclose the stairs interior to the structure.
9. The ADU shall be of similar style, design, and material color and used for the principal structure and shall use similar architectural characteristics, including roof form and pitch, to the existing principal structure.
10. A home occupation shall not be based out of the ADU.
11. The ADU must provide, at minimum, one off-street parking space.
12. A separate driveway providing exclusive access to the ADU shall not be allowed.
13. The lot area shall be larger than 10,000 square feet.
14. A building permit shall be issued prior to construction.
15. The ADU shall not serve as a residential use until a Certificate of Occupancy is issued.
16. The subject property must be rezoned to R-2 (Medium Density Residential) within 90 days of City Commission approval of the CUP.

Chair Deem asked if there were questions for staff and then opened the public hearing. The applicants were present and available for questions. With no other speakers, the public hearing was closed.

Commissioner Rowell made a motion to recommend conditional **APPROVAL** of Case No. **CUP03-22** to the next regular Planning Commission meeting to the City Commission, which Commissioner Walker seconded.

Following any discussion, the motion **passed 5-0-0**.

Aye: Walker, Johnson, Deem, Mew-Palmer, Rowell

Nay:

Abstain:

It was announced the item would be heard at the May 16, 2022, City Commission meeting at 6 p.m.

Item 5.

RZ06-22 – Staff Report - Public hearing and consideration of a request for a rezoning from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District) at 1717 East Remington Street.
Applicants: Steven and Gloria Barrett

Chair Deem read the agenda item and asked for a staff report, Planner Clyne stated the subject property is located at 1717 East Remington Street, and the request is to rezone from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District). This application corresponds with previous Case CUP03-22--approval of this rezoning meets one condition for approval for an Accessory Dwelling Unit (ADU).

Shawnee's Zoning Code does not allow Accessory Dwelling Units (ADU) to be located in the R-1 zoning district. However, the Zoning Code does allow ADUs in A-1, R-2, and R-3 zoning districts. To ensure compliance, the property owners applied to rezone.

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property to be in Low-Density Residential land use designation. Immediately adjacent to the east, the land is assigned with the High-Density Residential land use designation. To the south, the land is classified with a Medium-Density Residential land use designation. All three (3) residential densities surround the subject property on the FLUM; therefore it is reasonable to conclude that a more dense zoning designation is within the intent of the Comprehensive Plan.

Staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of **RZ06-22**, rezoning the property located at 1717 East Remington Street from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District).

Chair Deem asked if there were questions for staff and then opened the public hearing. The applicants were present and available for questions. With no other speakers, the public hearing was closed.

Commissioner Johnson made a motion to recommend the **APPROVAL** of Case No. **RZ06-22** to the City Commission, which Commissioner Mew-Palmer seconded.
Following any discussion, the motion **passed 5-0-0**.

Aye: Walker, Johnson, Deem, Mew-Palmer, Rowell

Nay:

Abstain:

It was announced the item would be heard at the May 16, 2022, City Commission meeting at 6 p.m.

Item 6. Community Development Department Update

Community Development Director Rian Harkins addressed the Planning Commission and gave an update on the progress of the Unified Development Code. He spoke about a recent grant application to the Oklahoma Arts Commission for considering the downtown area as an arts district. Director Harkins advised the board members that the visioning process for the future use of the Santa Fe Depot had started. There was a survey on the City's website and town hall-style meetings had been scheduled. Next, he shared that staff had received proposals for the Twin Lakes Master Plan and additional details would be forthcoming. Harkins reported that the Love Your Block (LYB) program had participated in April's city-wide clean-up in the Dunbar Heights neighborhood, which had been successful throughout the community.

Item 7. Planning Commissioners' Comments

Commissioners Johnson gave her thanks to staff and was excited about the updates on activities. Commissioner Mew-Palmer was also excited by the new activities and thanked the public for participating. Commissioner Rowell commented on the activity in the area of 45th Street and Harrison Avenue. Chair Deem thanked everyone for attending the meeting.

Item 8. Adjournment

The meeting adjourned at 2:05 p.m.



Chair/Vice-Chair

/s/ Rachel Clyne
City Planner



Office of the Recreation Manager

**Meeting Minutes
Parks and Recreation Committee
February 10, 2022 - 3:30pm
401 N Bell, Shawnee, OK 74801**

Committee Members

Travis Flood (Commissioner Seat) (Present)
Chad Payn (Present)
Sue Winterringer (Present)
Zach Foster (Present)
Jennifer Bell (Present)

AGENDA NO 1 Call to Order 3:32

AGENDA NO 2 Roll call and Declaration of a Quorum

Absent: None

Present: All

**AGENDA NO 3 Approval of minutes from the December 2021 and January 2022
meeting**

A motion was made to approve the December 9, 2021, minutes
by Zach Foster, seconded by Chad Payn. Motion carried 3-2.

AYE: Zach Foster, Chad Payn, Jennifer Bell.

NAY: None

ABSTAIN: Sue Winterringer and Travis Flood

A motion was made to approve the January 13, 2022, minutes by Travis Flood and seconded by Chad Payn. Motion carried 3-2.

AYE: Travis Flood, Chad Payn, Jennifer Bell

NAY: NONE

ABSTAIN: Zach Foster and Sue Winterringer

AGENDA NO 4 Parks Staff Update

Working on a fence and gate at the lakes. It will help with people driving off road and when staff needs to close the area due to high water or other reasons. Staff provided information on their mowing routes and other responsibilities as well as their staffing levels. The committee discussed the number of staff and responsibilities, maintenance deferral issues, and more. The parks department currently only has 13.5 staff. Staff has looked at less mowing/less maintenance solutions for the large green spaces. Staff believes that 15 additional staff would be ideal with the existing number of responsibilities. It does not include the new/updated parks that Shawnee is currently developing.

AGENDA NO 5 Recreation Staff Update

Staff has hired a new aquatics person—the details will be announced soon. They need help advertising the summer jobs available at Shawnee Splash. They will begin interviews for those positions during spring break. They must be 16 before they can work. Technology classes for seniors is starting to taper off, they're looking for new seniors to help. They're currently doing one on one appointments but hope to bring back classes in the spring. Pickleball 4-year anniversary is coming up—they will have an event to celebrate. Programming and maintenance for the pool is underway. They have an opening for a part-time recreation aid, the job posting closes soon. Wellness Wednesday focus continues to be popular. Fitness classes continue to grow. A craft club began in February and people come weekly to complete a craft.

AGENDA NO 6 Discussion of Committee Goals for 2022

Would like the city manager to join a meeting to discuss funding new staff and increasing utilization at the parks. Continue working on increasing

utilization of the parks. Possibly meet with Choctaw and Harrah for best practices.

AGENDA NO 7 New Business

NONE

AGENDA NO 8 Adjournment at 4:20 p.m.

Chair: Chad Pgv Date: 3-10-22



05/01/2022 - 05/31/2022

Payment Date	Name	Payment Type	Receipt #	Payment Amount
5/31/2022	CASEY'S	Check	1271	500.00
5/31/2022	CONCEPT ELECTRIC	Check	1270	75.00
5/31/2022	DOLLAR TREE #07778	Check	1269	15.00
5/31/2022	STREETS, LLC	Check	1268	75.00
5/31/2022	STREETS, LLC	Check	1267	75.00
5/31/2022	RICK AUSTIN	Check	1266	15.00
5/31/2022	RICK AUSTIN	Check	1265	15.00
5/31/2022	ACTION PLUMBING SVC, LLC	Check	1264	75.00
5/31/2022	JANICE DOERGE	Check	1263	761.00
5/31/2022	CONNIE ENGLER	Check	1262	15.00
5/31/2022	MARK JENNINGS	Cash	1261	761.00
5/31/2022	MARK JENNINGS	Cash	1260	761.00
5/31/2022	LONNIE M COX	Check	1259	761.00
5/31/2022	F & BS UNLIMITED	IBX CC	1258	75.00
5/27/2022	SAM VASQUEZ	Cash	1257	15.00
5/27/2022	BAR H BAR BRANDING IRON	Check	1256	905.00
5/27/2022	RAYMOND BURRELL	Check	1255	761.00

Entity Payment Report

Payment Date	Name	Payment Type	Receipt #	Payment Amount
5/27/2022	RAYMOND & JENNIFER BURRELL	Check	1254	761.00
5/27/2022	PAMELA STREET	Check	1253	761.00
5/26/2022	GREGORY RHODES	Check	1252	761.00
5/26/2022	DAVIS HEAT & AIR	Check	1251	75.00
5/25/2022	HARRISON-ORR AIR CONDITIONING, LLC	Check	1249	75.00
5/25/2022	HARRISON-ORR AIR CONDITIONING, LLC	Check	1248	75.00
5/25/2022	THIRD GENERATION ELECTRICAL, INC	IBX CC	1250	100.00
5/25/2022	RANDELL BRANSCUM	IBX CC	1247	15.00
5/24/2022	GENERAL LIGHTING & SIGN	Check	1246	75.00
5/24/2022	YNOT GROUP LLC	Cash	1245	50.00
5/24/2022	RONALD & PAULETTE COOK	Check	1244	761.00
5/24/2022	YNOT GROUP LLC	Check	1243	1,500.00
5/24/2022	SHAWNEE BIN STORE	Check	1242	50.00
5/24/2022	BANCFIRST	Check	1241	15.00
5/24/2022	BANCFIRST	Check	1240	15.00
5/24/2022	BANCFIRST	Check	1239	15.00
5/24/2022	BANCFIRST	Check	1238	15.00
5/23/2022	ROLLER'S ELECTRIC	Cash	1237	100.00
5/23/2022	BLAZON DISPENSARY	Cash	1235	25.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
5/19/2022	PRECISE PLUMBING	Check	1234	75.00
5/19/2022	BAKER BROTHER ELECTRIC, INC	Check	1233	75.00
5/18/2022	AARON'S PLUMBING	Cash	1232	75.00
5/18/2022	MANE LINE ELECTRICAL AND CONTRACTING LLC	Check	1229	100.00
5/18/2022	METRO TECH ELECTRICAL CONTRACTORS, INC	IBX CC	1231	75.00
5/18/2022	ROWDY BOYS PLUMBING	IBX CC	1230	75.00
5/17/2022	HARDINS FAMILY PLUMBING LLC	IBX CC	1228	100.00
5/17/2022	TRU CONNECT	IBX CC	1227	15.00
5/17/2022	JANIE'S SNOBALL	IBX CC	1226	25.00
5/16/2022	JACK'S ICE CREAM INC	Cash	1225	50.00
5/16/2022	A & B CONSTRUCTION AND HAULING	IBX CC	1224	75.00
5/13/2022	SOUTHEASTERN PLUMBING	Check	1223	75.00
5/13/2022	POSH SALON	Cash	1222	50.00
5/12/2022	DANIEL HADERER	Check	1215	761.00
5/12/2022	DANIEL HADERER	Check	1214	761.00
5/12/2022	DANIEL HADERER	Check	1213	761.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
5/12/2022	JEANS PLUMBING HEAT AND AIR	Check	1211	100.00
5/12/2022	STANDARD CONSTRUCTION	IBX CC	1221	75.00
5/12/2022	GENERATOR SUPERCENTER OF OKLAHOMA	IBX CC	1220	75.00
5/12/2022	LACY ELECTRIC	IBX CC	1219	100.00
5/12/2022	WARNER HEAT & AIR LLC	IBX CC	1218	75.00
5/12/2022	WADE MECHANICAL	IBX CC	1216	100.00
5/12/2022	ADT SOLAR LLC	IBX CC	1212	75.00
5/11/2022	BRIAN EUGENE HUGHES	Check	1209	1,836.00
5/11/2022	H&H PLUMBING AND UTILITIES	IBX CC	1210	100.00
5/10/2022	NEW AGE PLUMBING	Check	1208	75.00
5/10/2022	HASLETT PLUMBING	Check	1207	100.00
5/9/2022	ARES HOLDINGS, LLC CMS/NEXTECH	Check	1204	75.00
5/9/2022	EASY WIRELESS	IBX CC	1206	50.00
5/9/2022	STANLEY PLUMBING SERVICES, LLC	IBX CC	1205	75.00
5/6/2022	WINTCO INC	Check	1202	25.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
5/6/2022	RST PLUMBING & MECH INC	IBX CC	1201	100.00
5/5/2022	KIRK & MICHAEL LOWREY	Cash	1199	761.00
5/5/2022	MICHAEL LOWREY	Cash	1198	761.00
5/5/2022	PROVIDENTIAL SERVICE	Check	1197	100.00
5/5/2022	KRISTI PETERSON	IBX CC	1200	761.00
5/4/2022	RANDALL HILL	Check	1196	761.00
5/4/2022	ALL BOLT ELECTRIC	Check	1195	75.00
5/4/2022	VELMA CURRENS	Check	1194	15.00
5/4/2022	KASEY MILLER	Check	1193	761.00
5/2/2022	JESSE PICKEL	Check	1191	25.00
5/2/2022	JENELLE COX	Check	1190	761.00
5/2/2022	AFFORDABLE LEAK DETECTION	Check	1189	75.00
5/2/2022	WACHTER, INC	Check	1188	75.00
5/2/2022	BRYAN J PFEIFF	Check	1187	15.00
5/2/2022	KATHRYN E BROWN	Check	1186	15.00
5/2/2022	HUBERT WICKLINE	Check	1185	15.00
5/2/2022	SHAWNEE PITTSTOP	Check	1184	15.00
5/2/2022	CARLA N HARRIS	Check	1183	15.00
5/2/2022	STEVE'S ELECTRIC LLC	IBX CC	1192	75.00
				22,169.00

Total Records: 86

6/1/2022



Monthly - City Clerk

05/01/2022 - 05/31/2022

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20220524	5/31/2022	O - Paving Cut and Boring	1934 N PARK	ROWDY BOYS PLUMBING	ROAD BORE	0	0	\$60.00
20220523	5/31/2022	B - Storm Shelter	9 RED ROCK RD	GROUND ZERO SHELTERS	NEW INSTALLATION	2,650	32	\$29.50
20220522	5/31/2022	M - Mechanical	4901 N KICKAPOO	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$504.50
20220521	5/31/2022	E - Electrical	5400 ENTERPRISE CT	CONCEPT ELECTRIC	REPAIR	0	0	\$54.50
20220520	5/31/2022	P - Plumbing	1319 N OKLAHOMA	DALE'S PLUMBING	REPAIR	0	0	\$54.50
20220519	5/31/2022	PC - Deed Approval	314 W 9TH ST	SOUTH CENTRAL HOUSING, INC	LOT MERGE	0	0	\$75.00
20220518	5/31/2022	PC - Deed Approval	323 W 9TH ST	SOUTH CENTRAL INDUSTRIES, INC	LOT MERGE	0	0	\$50.00
20220517	5/31/2022	P - Plumbing	506 N BEARD AVE	HOGUE'S HOMETOWN PLUMBING	REMODEL	0	0	\$54.50
20220516	5/27/2022	E - Electrical	41500 WOLVERINE RD	M & J CONTRACTORS, LLC	NEW SERVICE	0	0	\$54.50
20220515	5/27/2022	O - Paving Cut and Boring	801 N UNION	CLEARWATER ENVIRONMENTAL SERVICES	ROAD BORE	0	0	\$60.00
20220514	5/27/2022	E - Electrical	4837 N KICKAPOO AVE	KB ELECTRIC, LLC	REMODEL	0	0	\$54.50
20220513	5/27/2022	B - Storm Shelter	1128 ADELIN	GROUND ZERO SHELTERS	NEW INSTALLATION	3,500	24	\$29.50
20220512	5/27/2022	B - Storm Shelter	811 E FRANKLIN	GROUND ZERO	NEW INSTALLATION	3,600	24	\$29.50
20220511	5/27/2022	P - Plumbing	3033 N TUCKER AVE	DALE'S PLUMBING	REPLACE	0	0	\$54.50
20220510	5/26/2022	B - Residential -	36005 OLD HWY 270	BRADFORD J BROWN	NEW CONSTRUCTION	56,350	2,400	

		New						
20220509	5/26/2022	B - Residential - Remodel	718 N KICKAPOO	DAVID DEBWELL	REMODEL	40,000	1,200	\$259.50
20220508	5/26/2022	P - Plumbing	715 N BROADWAY	ROTO-RROTER	REPAIR	0	0	\$54.50
20220507	5/26/2022	B - Accessory Structure	10 CLEARPOND LN	FANCI VANDERSLICE	NEW CONSTRUCTION	35,000	3,500	\$748.25
20220506	5/26/2022	O - Paving Cut and Boring		BLUEPEAK	MULTIPLE ROAD BORE	0	0	
20220505	5/26/2022	O - Paving Cut and Boring		BLUEPEAK	MULTIPLE ROAD BORE	0	0	
20220504	5/25/2022	O - Sign	1718 N HARRISON AVE	SIGN FACTORY LLC	NEW INSTALLATION	0	0	\$50.00
20220503	5/25/2022	E - Electrical	622 N HOBSON AVE	ROSS ELECTRIC, INC	PANEL UPGRADE	0	0	\$54.50
20220502	5/25/2022	M - Mechanical	1400 N KENNEDY AVE	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	\$29.50
20220501	5/25/2022	O - Paving Cut and Boring		BLUEPEAK	MULTIPLE ROAD BORE	0	0	
20220500	5/25/2022	M - Mechanical	115 E MAIN	LUCKY DAY HVAC	CHANGE OUT	0	0	\$254.50
20220499	5/24/2022	O - Sign	4901 N KICKAPOO AVE	SKYSLATE LLC	NEW INSTALLATION	115,000	200	
20220498	5/24/2022	P - Plumbing	1034 E CHANDLER ST	VIP PLUMBING	PRESSURE TEST	0	0	\$54.50
20220497	5/23/2022	M - Mechanical	4409 BISON RD	AIRCO SERVICE	CHANGE OUT	0	0	\$79.50
20220496	5/23/2022	E - Electrical	1602 N LOUISA	ROLLERS ELECTRIC	REMODEL	0	0	\$54.50
20220495	5/23/2022	O - Demolition and Moving	4706 N HARRISON AVE	RANDY EDMONSON	DEMOLITION	0	0	\$50.00
20220494	5/23/2022	E - Electrical	1204 TURNBERRY CIR	ALL PHASE ELECTRIC, INC	NEW INSTALLATION	0	0	\$54.50
20220493	5/23/2022	M - Mechanical	21 TAWANA DR	WATKINS HEAT & AIR	CHANGE OUT	0	0	\$54.50
20220492	5/23/2022	P - Plumbing	820 E GEORGIA	AQUA PLUMBING SERVICES	CHANGE OUT	0	0	\$54.50
20220491	5/23/2022	O - Demolition and Moving	123 W FARRALL ST	LARRY HART	DEMOLITION	0	0	\$50.00

20220490	5/23/2022	O - Sign	922 E INDEPENDENCE	FRANK N SIGNS	NEW INSTALLATION	2,200	90	\$50.00
20220489	5/20/2022	M - Mechanical	228 N BROADWAY	LUCKY DAY	CHANGE OUT	0	0	\$79.50
20220488	5/20/2022	O - Sign	4837 N KICKAPOO AVE	R&O SIGN CO	NEW INSTALLATION	32	1,800	\$50.00
20220487	5/20/2022	B - Residential - Remodel	1206 N PHILADELPHIA AVE	ROBERT MORPHEN	REMODEL	60,000	1,013	\$219.76
20220486	5/20/2022	O - Sign	4837 N KICKAPOO AVE	R&O SIGN CO	NEW INSTALLATION	750	23	\$50.00
20220485	5/20/2022	O - Sign	4837 N KICKAPOO AVE	R&O SIGN CO	NEW INSTALLATION	750	23	\$50.00
20220484	5/20/2022	O - Sign	4837 N KICKAPOO AVE	R&O SIGN CO	NEW INSTALLATION	425	11	\$50.00
20220483	5/20/2022	O - Sign	4837 N KICKAPOO AVE	R&O SIGN CO	NEW INSTALLATION	10,000	10	\$50.00
20220482	5/20/2022	O - Sign	4837 N KICKAPOO AVE	R&O SIGN CO	PYLON SIGN	1,800	150	\$50.00
20220481	5/20/2022	M - Mechanical	8 TURKEY KNOB	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	\$79.50
20220480	5/20/2022	M - Mechanical	318 N BROADWAY	ACOCK CLIMATE CONTROL	CHANGE OUT	0	0	\$79.50
20220479	5/19/2022	B - Storm Shelter	1917 RAIN TREE DR	FLAT SAFE TORNADO SHELTERS	NEW INSTALLATION	3,700	24	\$29.50
20220478	5/19/2022	PC - Plat - Preliminary		J. BENTLEY INVESTMENTS, LLC	PRELIMINARY PLAT	0	0	\$269.00
20220477	5/19/2022	E - Electrical	511 N KIMBERLY AVE	GROVE ELECTRICAL SOLUTIONS	REPLACE	0	0	\$54.50
20220476	5/18/2022	P - Plumbing	4403 KENT RHOAD	ROWDY BOYS PLUMBING	NEW CONSTRUCTION	0	0	\$54.50
20220475	5/18/2022	B - Residential - Remodel	1335 E 11TH ST	MONICA PRYOR	REMODEL	650	120	\$30.00
20220474	5/18/2022	M - Mechanical	1504 MESA VERDE	WATKINS HEAT & AIR	CHANGE OUT	0	0	\$54.50
20220473	5/18/2022	P - Plumbing	130 N LOUISA	ROWDY BOYS PLUMBING	REMODEL	0	0	\$54.50
20220472	5/18/2022	B - Residential - Remodel	812 E ADA	PAUL CHOATE	REMODEL	30,000	1,436	\$309.65
20220471	5/18/2022	E - Electrical	4403 KENT RHOAD	MANE LINE ELECTRICAL AND CONTRACTING	NEW CONSTRUCTION	0	0	\$54.50

				LLC				
20220470	5/18/2022	O - Demolition and Moving	601 N PARK	MIDWEST WRECKING	DEMOLITION	0	0	
20220469	5/17/2022	E - Electrical	130 N LOUISA	ABOVE ALL ELECTRICAL SOLUTIONS LLC	REMODEL	0	0	\$54.50
20220468	5/17/2022	B - Accessory Structure	1717 E REMINGTON	STEVEN BARRETT	NEW CONSTRUCTION	80,000	2,000	
20220467	5/17/2022	O - Demolition and Moving	211 S MCKINLEY	K & M WRECKING	DEMOLITION	0	0	
20220466	5/17/2022	O - Demolition and Moving	709 S OKLAHOMA	K & M WRECKING	DEMOLITION	0	0	
20220465	5/17/2022	P - Plumbing	618 S BEARD AVE	DALE'S PLUMBING	REPLACE	0	0	\$54.50
20220464	5/17/2022	P - Plumbing	526 W FORD ST	DALE'S PLUMBING	REPLACE	0	0	\$54.50
20220463	5/17/2022	O - Demolition and Moving	708 S PHILADELPHIA	K & M WRECKING	DEMOLITION	0	0	
20220462	5/17/2022	P - Plumbing	2301 E HIGHLAND ST	H 7 H PLUMBING & UTILITIES, INC	REMODEL	0	0	\$54.50
20220461	5/17/2022	O - Sign	4331 N KICKAPOO AVE	SIGN WORKS	NEW INSTALLATION	500	32	
20220460	5/17/2022	O - Sign	1335 E HIGHLAND	DARK THIRTY CUSTOMS	NEW INSTALLATION	500	32	\$50.00
20220459	5/16/2022	P - Well	16624 STEVENS RD	LOMAN DRILLING, INC	NEW INSTALLATION	0	0	\$100.00
20220458	5/16/2022	P - Plumbing	41500 WOLVERINE RD	M & J CONTRACTORS, LLC	GAS LINE EXTENSION	0	0	\$54.50
20220457	5/16/2022	B - Residential - New	14 JONCO RD	MARK BUGNI	NEW CONSTRUCTION	173,080	1,560	\$336.00
20220456	5/16/2022	B - Residential - Add On	29 PAM DR	BAY-MAC EXT & INTERIOR	REMODEL	45,000	180	\$42.75
20220455	5/16/2022	O - Demolition and Moving	301 N CLEVELAND	NANCY JOHNSON	DEMOLITION	0	0	
20220454	5/16/2022	P - Plumbing	220 N TUCKER	AQUA PLUMBING SERVICES	CHANGE OUT	0	0	\$54.50
20220453	5/16/2022	O - Demolition	414 N AYDELOTTE	A AND B CONSTRUCTION	DEMOLITION	0	0	\$50.00

		and Moving	AVE	AND HAULING				
20220452	5/12/2022	B - Residential - Add On	33 PAM DR	SCISSORTAIL RENOVATIONS, LLC	ADD-ON	45,000	248	\$57.20
20220451	5/12/2022	B - Residential - Remodel	506 N BEARD AVE	AMSOLUTIONS LLC	REMODEL	50,000	967	\$209.99
20220450	5/12/2022	E - Electrical	2301 E HIGHLAND ST	LACY ELECTRIC	BSW	0	0	\$54.50
20220449	5/12/2022	E - Electrical	4406 BRYANT VIA	KB ELECTRIC, LLC	NEW INSTALLATION	0	0	\$54.50
20220448	5/12/2022	M - Mechanical	610 E JEFFERSON	WARNER HEAT & AIR	CHANGE OUT	0	0	\$67.00
20220447	5/12/2022	M - Mechanical	5105 N HARRISON	WADE MECHANICAL	CHANGE OUT	0	0	\$129.50
20220446	5/12/2022	P - Plumbing	1710 N PARK AVE	JEANS PLUMBING HEAT AND AIR	PRESSURE TEST	0	0	\$54.50
20220445	5/11/2022	E - Electrical	1209 MUIRFIELD DR	BOSS ELECTRIC	NEW INSTALLATION	0	0	\$54.50
20220444	5/11/2022	E - Electrical	2025 S GORDON COOPER DR	GENERATOR SUPERCENTER	STANDBY GENERATOR INSTALL	0	0	\$54.50
20220443	5/11/2022	P - Plumbing	109 W PULASKI	DALES PLUMBING		0	0	\$54.50
20220442	5/11/2022	M - Mechanical	4 JANEWAY PL	ALPINE MECHANICAL	NEW INSTALLATION	0	0	\$54.50
20220441	5/11/2022	M - Mechanical	2312 N UNION AVE	AC DOCTORS, LLC	NEW UNIT	0	0	\$104.50
20220440	5/10/2022	P - Plumbing	1101 N MARKET	DOUGLAS HASLETT	CHANGE OUT	0	0	\$54.50
20220439	5/10/2022	P - Plumbing	1314 N MARKET AVE Duplex	EARNEST MORTON	pressure test	0	0	\$54.50
20220438	5/9/2022	M - Mechanical	9 RED ROCK RD	WATKINS HEAT AND AIR CONDITIONING	NEW SYSTEM	0	0	\$79.50
20220437	5/9/2022	E - Electrical	500 W UNIVERSITY	TREK ELECTRIC	REMODEL	0	0	\$54.50
20220436	5/9/2022	P - Plumbing	23 CHICKASAW	STANLEY PLUMBING SERVICES LLC	RELOCATE GAS METER	0	0	\$54.50
20220435	5/9/2022	B - Accessory Structure	18 CHEYENNE	GROUND ZERO SHELTERS	STORM SHELTER	0	0	\$29.50
20220434	5/9/2022	P - Plumbing	525 W WALLACE	GREGORY W SMITH	REPAIR	0	0	\$54.50

				PLUMBING				
20220433	5/6/2022	P - Plumbing	3701 N KICKAPOO AVE	RST PLUMBING AND MECH INC	REMODEL	0	0	\$54.50
20220432	5/6/2022	M - Mechanical	124 W HIGHLAND	A/C DOCTORS	CHANGE OUT	0	0	\$104.50
20220431	5/6/2022	M - Mechanical	639 GREGORY LN	ACOCK CLIMATE CONTROL	PRESSURE TEST	0	0	
20220430	5/5/2022	M - Mechanical	525 W WALLACE	PROVIDENTIAL SERVICE	NEW INSTALL	0	0	\$79.50
20220429	5/5/2022	B - Residential - Add On	600 POOL PL	CRAIG CONTRACTORS LLC	NEW CONSTRUCTION	215,000	763	
20220428	5/5/2022	E - Electrical	5108 N HARRISON AVE	FULL SPEED ELECTRIC	NEW SERVICE	0	0	\$54.50
20220427	5/5/2022	E - Electrical	500 W UNIVERSITY	TREK ELECTRIC	MISCELLANEOUS	0	0	\$54.50
20220426	5/5/2022	P - Plumbing	404 N POTTENGER AVE	GREGORY W SMITH PLUMBING	REPAIR	0	0	
20220425	5/4/2022	E - Electrical	901 E 35TH ST #101	BOB GENZER ELECTRIC	NEW CONSTRUCTION	0	0	\$54.50
20220424	5/4/2022	M - Mechanical	901 E 35TH ST #101	AMERICAN AIR CONDITION & HTG, ELECTRIC	NEW INSTALLATION	0	0	\$104.50
20220423	5/4/2022	P - Plumbing	426 W MIDLAND ST	COMPLETE PLUMBING	PRESSURE TEST	0	0	\$54.50
20220422	5/4/2022	P - Plumbing	901 E 35TH ST #101	CS PLUMBING	FINISH OUT	0	0	\$54.50
20220421	5/4/2022	B - Swimming Pool	1017 MUIRFIELD DR	THUNDER POLS & SPAS LLC	NEW CONSTRUCTION	75,000	1,164	\$60.00
20220420	5/4/2022	P - Septic	61 SERENADA CT	STANDARD CONSTRUCTION	NEW INSTALLATION	0	0	
20220419	5/3/2022	B - Accessory Structure	3406 N MARKET AVE	KRISTINA ROCHELLE	NEW CONSTRUCTION	12,000	650	\$142.63
20220418	5/3/2022	P - Plumbing	1608 N BROADWAY	COWBOYS PLUMBING	REMODEL	0	0	\$54.50
20220417	5/3/2022	P - Plumbing	1004 N UNION AVE	COWBOYS PLUMBING	PRESSURE TEST	0	0	\$54.50
20220416	5/3/2022	P - Plumbing	224 W GEORGIA ST	COWBOYS PLUMBING	REPIPE	0	0	\$54.50
20220415	5/3/2022	B - Residential - Remodel	219 1/2 W GEORGIA	LEAL CONSTRUCTION	SINGLE FAMILY	15,000	450	\$100.13
20220414	5/2/2022	E - Electrical	617 S BEARD	STEVE'S	REMODEL	0	0	\$54.50

				ELECTRIC, LLC				
								\$8,159.86

Total Records: 111

6/1/2022

Regular Board of Commissioners

2. c.

Meeting Date: 06/20/2022

Library Budget

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge receipt of Pioneer Library Systems Budget for July 1, 2022 through June 30, 2023.

Attachments

Library Budget

**PIONEER LIBRARY SYSTEM
BUDGET
JULY 1, 2022 - JUNE 30, 2023**

REVENUES

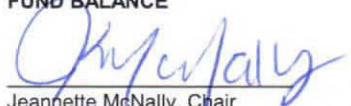
Ad Valorem Taxes			
Cleveland County	\$15,272,048		
McClain County	2,347,320		
Pottawatomie County	<u>2,555,138</u>		
Total Ad Valorem Taxes		\$20,174,506	
Oklahoma Department of Libraries			
State Aid	<u>\$111,257</u>		
Total State Aid		\$111,257	
Other Revenue	<u>\$356,086</u>		
		<u>\$323,202</u>	
Subtotal All Revenue			\$20,608,965
Use of Designated Fund Balance			\$0
Fund Balance			
Reserved for Encumbrances			\$0
Fund Balance Carryover			
Assigned Fund Balance			\$568,555
Committed Fund Balance			\$0
Unassigned Fund Balance			\$14,909,184
Total Fund Balance			<u>\$15,477,739</u>
TOTAL REVENUE			<u>\$36,086,704</u>

EXPENDITURES

Personnel Services	\$12,730,057		
Books and Other Materials	3,000,000		
General & Administrative	1,981,513		
Technology	1,890,548		
System Services	<u>905,000</u>		
(C/E, Development, Programming, Outreach)			
(Marketing and Communications, Facilities)			
Subtotal All Expenditures		\$20,507,118	
Use of Assigned Fund Balance Current Yr.			\$101,847
Use of Unassigned Fund Balance Current Yr.			

Fund Balance

Fund Balance Carryover Current Year			\$0
Fund Balance Carryover Prior			
Assigned Fund Balance			\$568,555
Committed Fund Balance			\$0
Unassigned Fund Balance			\$14,909,184
Total Fund Balance			<u>\$15,477,739</u>
TOTAL GENERAL FUND EXP & FUND BALANCE			<u>\$36,086,704</u>


Jeannette McNally, Chair


Lisa Wells, Secretary

5/31/2022

Regular Board of Commissioners

2. d.

Meeting Date: 06/20/2022

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Planning Commission

John "Jack" Barrett	1st Partial Term	Expires: June 1, 2023
<i>Replaces Cody Deem – Resigned</i>		

Senior Citizens of Shawnee Board

John Belzer	1st Full Term	Expires: July 1, 2025
<i>Reappointment</i>		

Shirley Gregory	1st Full Term	Expires: July 1, 2025
<i>Reappointment</i>		

Zoning Board of Adjustment

Brandon Dyer	1st Full Term	Expires: June 1, 2025
<i>Reappointment</i>		

Frank Kelly	1st Full Term	Expires: June 1, 2025
<i>Replaces Mark Cannon – Term Expired</i>		

Attachments

PLN Barrett

SCSB Belzer

SCSB Gregory

ZBOA Dyer

ZBOA Kelly



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>John Frederick Barrett "Jack"</u>	Application Date: <u>1-3-2022</u>
Address: <u>1425 E Bradley St</u>	Date of Birth: <u>May 11, 1970</u>
Mailing Address: <u>1425 E Bradley St Shawnee, OK 74804</u>	
Daytime Phone: <u>405-802-2264</u>	Fax: _____ Email: <u>jackbarrett1425@gmail.com</u>
Profession: <u>Retired</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____ Fax: _____ Email: _____	

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

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

If so, please list the board/committee: Traffic Commission

How many years have you lived in Shawnee? 40+y

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

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

Revised March 2, 2021

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

To contribute to my community in a meaningful way.

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

Ability to work well with others, first hand knowledge of residential and commercial construction and land development

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

Governing body (Vestry) of Emmanuel Episcopal Church,

List education, including degree(s) earned:

High School Diploma, BA Criminal Justice

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

Yes, Airport Advisory Board 6 years, Traffic Commission 5 yrs

Have you ever been charged and/or convicted of a felony? no

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? yes

If so, please explain:

2001: Downturn in construction industry

Please include up to three personal or professional references:

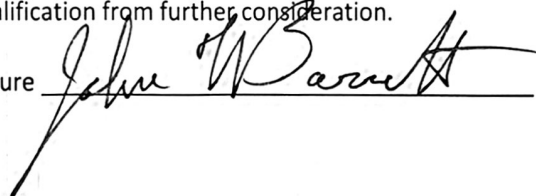
Name	Relationship	Telephone Number
Rev. Tom Dahlman	Parish Priest	918-814-3845
Travis Flood	Friend	405-765-4522
Mike Adcock	Friend	405-273-7300

PLEASE READ CAREFULLY:

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

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

Signature



Date

1-18-22

Revised March 2, 2021

May 18, 2022

RECEIVED
JUN 03 2022
CITY CLERK

City Clerk
City of Shawnee
16 West 9th Street
Shawnee, OK 74801-6812

Dear City Clerk,

While my current term is expiring, I am interested in being reappointed to a second term on the Senior Citizens of Shawnee Board.

I looked over my previous application, and all the information is still correct. Please let me know if you need any additional information.

Sincerely,

A handwritten signature in black ink, reading "John A. Belzer". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

John Belzer
13 Lake Lane
Shawnee, OK 74804



APPLICATION TO SERVE
Boards, Committees and Commissions

☒ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>JOHN A. BELZER, Ph.D</u>	Application Date: <u>9/13/19</u>
Address: <u>13 LAKE LN Shawnee, OK 74804</u>	Date of Birth: <u>5/7/1944</u>
Mailing Address: <u>13 LAKE LN, Shawnee, OK 74804</u>	
Daytime Phone: <u>405-273-6779</u> Fax: <u>—</u>	Email: <u>johna.belzer@gmail.com</u>
Profession: <u>Retired University Professor</u>	
Business Name: <u>University of Oklahoma, Department of Geriatric Medicine</u>	
Business Address: <u>—</u>	
Business Phone: <u>—</u> Fax: <u>—</u>	Email: <u>—</u>

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

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

If so, please list the board/committee: —

How many years have you lived in Shawnee? 29 years

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

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

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

The health and safety of our elderly are a reflection of our community. The Senior Center plays a vital part of that. I believe my experience would be helpful to the center.

Revised July 12, 2019

RECEIVED CITY CLERK'S OFFICE
Date 9/13/19 Time 3:10 pm

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

I HAVE BEEN in the field of Gerontology for over 30 years as Associate Director of the Oklahoma Geriatric Center and Director of Education for the Department of Geriatric Medicine at OU.

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

Currently NONE. HAVE Served as a mentor for Bridges out of Poverty in the past.

List education, including degree(s) earned:

PhD - OU ; Master of Education - Counseling Psych - UCO;
BA - Oklahoma STATE.

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

NO

Have you ever been charged and/or convicted of a felony?

NO

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy?

NO

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
<u>Mike Adcock</u>	<u>friend</u>	<u>275-0515</u>
<u>Mike Langley</u>	<u>friend</u>	<u>275-9775</u>
<u>Don Britton</u>	<u>friend</u>	<u>273-8955</u>

PLEASE READ CAREFULLY:

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

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

Signature

John A. Belzer PhD

Date

9/13/19

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

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
CityClerk@shawneeok.org

May 19, 2022

RECEIVED
JUN 03 2022
CITY CLERK

City Clerk
City of Shawnee
16 West 9th Street
Shawnee, OK 74801-6812

To Whom It May Concern,

I am interested in being reappointed to the Senior Citizens of Shawnee Board.
I have reviewed my previous application, and there are no changes.

Thank you for your consideration,


Shirley Gregory
1712 Wildwood
Shawnee, OK 74804



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Shirley Gregory</u>	Application Date: <u>10-3-20</u>
Address: <u>1912 Wildwood, Shawnee 74804</u>	Date of Birth: <u>10-10-36</u>
Mailing Address: <u>above</u>	
Daytime Phone: <u>405 831 286</u>	Fax: _____ Email: _____
Profession: <u>Retired RN</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____	Fax: _____ Email: _____

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? born here

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

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

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

I am a senior citizen - a retired nurse and I know how important for seniors to have socialization and activities. I believe I would have helpful information for serving the senior citizens of Shawnee.

Revised July 12, 2019

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

health care info, problems = the elderly,
need to keep them involved.

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

I serve in feeding the poor, Family Promise,
support to other groups like Adoption Army
and support of people I know that need help or instruction.
List education, including degree(s) earned:
BSN in Nursing - RN

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

Have you ever been charged and/or convicted of a felony? No
If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? No
If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
<u>Kay Steel Harrod</u>	<u>friend</u>	<u>630-7532</u>
<u>Carol Tomlinson</u>	<u>friend</u>	<u>202-3167</u>
<u>Cherie Ironsdale</u>	<u>friend</u>	<u>788-9880</u>

PLEASE READ CAREFULLY:

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

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

Signature Shirley Gregory

Date 10-3-20

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

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
CityClerk@shawneeok.org



APPLICATION TO SERVE
Boards, Committees and Commissions

☒ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Brandon Dyer</u>	Application Date: <u>1-23-20</u>
Address: <u>19 Granada Dr 74804</u>	Date of Birth: <u>9-27-77</u>
Mailing Address: <u>Same</u>	
Daytime Phone: <u>405-308-0711</u> Fax: _____	Email: <u>brandon@communityrenewal.org</u>
Profession: <u>Executive Director - Community Renewal of Pott. Co.</u>	
Business Name: _____	
Business Address: <u>1000 N. Kickapoo 74801</u>	
Business Phone: <u>273-1035</u> Fax: _____	Email: <u>brandon@communityrenewal.org</u>

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 33

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

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

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

Rebecca Blaine thought I would represent our community well on this Board. I am happy to serve my community w/ the skills & experiences I have.

Revised July 12, 2019

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

I am strongly involved in our community through ~~my~~ job at Community Renewal. I am fair, balanced & good at critical thinking. I am able to weigh pros/cons while minimizing bias.

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

Director of non-profit, Community Renewal. Assist in school clubs. Volunteer @ Community Market.

List education, including degree(s) earned:

B.A. - Oklahoma Baptist University - Cum Laude
14 hours toward Masters of Theological Studies - Golden Gate Seminary

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

No.

Have you ever been charged and/or convicted of a felony? No.

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? Yes

If so, please explain:

2009 - The housing market crash left us with a home we couldn't sell. Son transitioned left us with ability to manage debts properly.

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Michelle Briggs	She hired me / Friend	405.990.7739
Ed Bolt	Friend	405.650.1439
Travis Flood	Co-Worker	405.765.4522

PLEASE READ CAREFULLY:

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

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

Signature

[Signature]

Date

1.23.20

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

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
CityClerk@shawneeok.org

Revised July 12, 2019

RECEIVED
JUN 09 2022
CITY CLERK

Dear Mayor, Commissioners and whom it may concern,

My name is Frank Kelly and I am submitting my application to be a volunteer on any boards or committees you may need someone. I am at a point where I have time and I believe everyone should be available in order to make our city and area the best it can be.

I have lived here since 1979 with the exception of 5 years when I was enlisted in the US Navy. When I was discharged due to injuries I received while serving, I came back to Shawnee.

I have been married since 1991 and my wife and I have always believed in serving. We were foster parents off and on, have adopted one of them, and have served thru our church or other volunteer organizations. I currently run an all-volunteer medical free clinic and pharmacy and my wife recently came out of retirement as a teacher to help Pleasant Grove with teacher shortages by teaching kindergarten.

I am willing to serve where needed and believe my varied experience and knowledge could be of service if you have a need. I have included two references.

Thank you,

Frank Kelly



RECEIVED
JUN 09 2022
CITY CLERK

APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Frank Kelly</u>	Application Date: <u>6 / 9 / 2022</u>
Address: <u>1805 Henson Ct</u>	Date of Birth: <u>07 / 08 / 1965</u>
Mailing Address: <u>1805 Henson Ct Shawnee, OK 74804</u>	
Daytime Phone: <u>405-996-0886</u>	Fax: _____ Email: <u>jamesfranklinkelly@gmail.com</u>
Profession: <u>Free Clinic Director</u>	
Business Name: <u>Engage Free Medical Clinic</u>	
Business Address: <u>10201 N Harrison, Shawnee OK 74804</u>	
Business Phone: <u>405-673-1450</u>	Fax: _____ Email: <u>engagefreeclinic@gmail.com</u>

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 42 years

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

☐ Airport Advisory Board	☐ Library Board
☐ Arts and Culture Commission	☐ Oklahoma Baptist University Trust Authority
☐ Beautification, Parks, and Recreation Committee	☐ Planning Commission
☐ Board of Adjustment (Zoning)	☐ Senior Citizens of Shawnee Board
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contract Review Committee	☐ Shawnee Urban Renewal Authority
☐ Housing Authority	☒ Other <u>where needed</u>

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

I have more time available now and believe all citizens should give back at some point in their life so that the city can be it's best.

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

Wide knowledge of community and the people, experience working with other people to accomplish a common goal, experience in dealing with different aspects of government through founding and leading a non profit free clinic (all volunteer), a desire to see our community improve.

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

Engage Free Medical Clinic (volunteer founder and director) Will be increasing participation with the Salvation Army

List education, including degree(s) earned:

1986 - US Naval Operational Engineering, College of Lake County, Chicago

1991 - Oklahoma Baptist University (Business 2 years) No degree

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

No

Have you ever been charged and/or convicted of a felony? No

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Jamie Barrick	Friend	405-740-7816
Sue Nelson	Friend	405-997-8625

PLEASE READ CAREFULLY:

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

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

Signature Frank Kelly

Date 6 - 09 - 2022

Revised April 25, 2022

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

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
CityClerk@shawneeok.org

Regular Board of Commissioners

2. e. 1.

Meeting Date: 06/20/2022

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with the Housing Authority of the City of Shawnee for fingerprinting services.

Attachments

Contract

AGREEMENT FOR FINGERPRINTING SERVICES

Beginning April 1, 2012, the City of Shawnee Police Department will provide fingerprinting services for the The Housing Authority of the City of Shawnee in the following manner:

Shawnee Police Department will charge a monthly bulk rate of one hundred and eighty dollars (\$180.00) for up to fifteen (15) individuals from your agency for which we provide fingerprinting services. A charge of fifteen dollars (\$15.00) per individual in addition to the one hundred and eighty dollars (\$180.00) bulk rate will be charged for any prints taken after the first fifteen (15).

The monthly fee in the amount of one hundred and eighty dollars (\$180.00) will be due and payable on or before the 25th of each month. If number of individuals fingerprinted exceeds the total of fifteen (15) fifteen dollars (\$15.00) per individual will be added to invoice.

This annual agreement will be in force beginning July 1, 2022 thru June 30, 2023. Either party may dissolve this agreement for any reason after providing a thirty (30) day written notice.

REQUIREMENTS

Fingerprinting services will be provided each week on **Thursday's from 1:30 p.m. to 4:30 p.m.** The Housing Authority is required to inform applicants of these times.

I, being, authorized to act on behalf of The Housing Authority of the City of Shawnee, have read the above agreement for fingerprinting services provided by the City of Shawnee Police Department. I accept this agreement and all the provisions herein.



Housing Authority authorized signature



Date

Shawnee Police Department

Date

Regular Board of Commissioners

2. e. 2.

Meeting Date: 06/20/2022

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with the Pottawatomie County District Court (Judicial District 23) to enable the Municipal Court to establish, develop, and implement programs for juvenile misdemeanor offenders.

Attachments

Contract

AGREEMENT FOR THE CITY OF SHAWNEE MUNICIPAL COURT JURISDICTION CONCERNING JUVENILES

This agreement is made pursuant to the Interlocal Cooperation Act by and between the Pottawatomie District Court serving Pottawatomie County, otherwise known as Judicial District 23 (District Court) and the Municipal Court of the City of Shawnee (Municipal Court), under authority of Title 10 of the Oklahoma Statutes (Supp. 1994), 1102E, under which Municipal Courts are authorized to assume jurisdiction of certain specified juvenile misdemeanor offenders, pursuant to agreements with the District Courts.

The express purpose of this agreement is to enable the Municipal Court to establish, develop and implement various prevention or early intervention programs for local juvenile misdemeanor offenders. By implementing such a program, the resources available to the District Court can be focused more efficiently on more serious juvenile offenders, including felony offenders and juveniles with significant histories of repeat offenses.

DURATION:

This agreement shall be in effect one year from July 1, 2022 through June 30, 2023. Thereafter, this agreement may be renewed for successive one-year periods corresponding with the City's fiscal year of July 1st to June 30th. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1st of the fiscal year preceding termination.

OBLIGATIONS OF THE CITY:

1. The Municipal Court may assume jurisdiction of offenders who:
 - a) Are under eighteen (18) years of age;
 - b) Are not presently under the supervision or treatment of the Pottawatomie County District Court system and do not have charges pending there; except as to acts or omissions exclusively covered by municipal ordinance;
 - c) Have been charged for violating municipal ordinances relating to vandalism, shoplifting, trespassing, assault, battery, assault and battery, truancy, curfews, possession of non-intoxicating beverages as defined in Section 163.2 of Title 37 of the Oklahoma Statutes, possession of alcoholic beverages as defined in Section 506 of Title 37 of the Oklahoma Statutes, disorderly conduct, public intoxication or any other offense listed in 10 O.S. Section 1102(E) (Supp. 1994); and
 - d) Have not been certified as an adult for any purpose pursuant to 10 O.S. Sec. 1112, to the best of the City's knowledge.
2. Upon conviction, punishment may include any one or all of the following:
 - a) A fine not to exceed the statutory maximum of the Municipal Court;

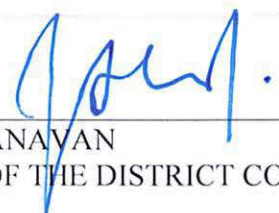
- b) Community service work in lieu of a fine, not to exceed ninety (90) hours or the product of multiplying the number of hours of community service authorized by law, whichever is greater;
 - c) Restitution;
 - d) Counseling or other community-based services; and
 - e) Court costs.
- 3. All municipal arrests and prosecution records for cases involving prosecutions under this contract shall be kept confidential and shall not be open for public inspection except by order of the District Court in conformity with the statutes or regulations adopted pursuant to 10 O.S. Sec. 620.6 1125-1125.4.
- 4. If a municipal citation is written to a juvenile meeting the criteria, the Municipal Court hearing date shall be indicated on the citation and notification of the citation shall be mailed to the parents, guardian or responsible adult relative of the juvenile. If the juvenile is arrested and meets the criteria set forth under the contract, under circumstances where the citation and release procedure would not be appropriate (e.g. intoxication), the City shall make reasonable efforts to locate the parent, guardian or responsible adult to take custody of the juvenile.
- 5. The Municipal Court shall provide to the District Court law enforcement reports and related documents for all juveniles referred to the District Court for prosecution and all juveniles who will be prosecuted for misdemeanor criminal offenses in the Municipal Court. Reports regarding juveniles who will not be prosecuted in either court shall not be forwarded to the District Court. It is expressly understood that a conviction or acquittal in Municipal Court will constitute a bar of double jeopardy against any subsequent prosecution in District Court for the same offense.
- 6. All fines and administrative fees generated as a result of prosecution of juveniles under this contract shall be placed in one or more special accounts and used solely to fund local programs which address problems of juvenile crime, including without limitation, offender counseling, early intervention, community service and teen court programs.
- 7. The City shall provide the District Court a copy of the most recent audit report of its Municipal Court operations for each year during the life of this contract or any extension thereof. It is understood, however, that this agreement does not impose any additional record keeping requirements on municipal governments or officials.
- 8. Representatives of the District Court and Municipal Court shall meet periodically to share information and evaluate the success of procedures implements to prosecute and treat juvenile offenders.

STATUS VARIOUS EMPLOYEES:

No joint employment is created by this agreement for any purpose and each party will be solely responsible for the payment of their respective expenses, including but not limited to wages, salaries and consideration paid on subcontracts.

In the event the parties need to discuss specific problems, or in the event any notice required under this contract needs to be served, the City may be contacted through Stuart and Clover, 130 North Broadway, Suite 100, Shawnee, Oklahoma, 74801, (405) 275-0700.

The District Court may be contacted through the office of the presiding juvenile Judge at the Pottawatomie County District Courthouse, 321 North Broadway, Shawnee, Oklahoma, 74801, (405) 273-4308.



JOHN CANAVAN
JUDGE OF THE DISTRICT COURT

PASSED AND APPROVED by the Mayor and Commission of the City of Shawnee, Oklahoma, on _____.

ANDREA WECKMUELLER-BEHRINGER,
CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality on _____.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

2. e. 3.

Meeting Date: 06/20/2022

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Youth and Family Resource Center, Inc. for juvenile services.

Attachments

Contract

AGREEMENT FOR JUVENILE SERVICES

This Agreement made and entered into between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and Youth and Family Resource Center, Inc. for juvenile services. It is the intent of this agreement that Youth and Family Resource Center, Inc. will be a provider of juvenile counseling services, assign and monitor community service-related court-ordered sentences; and provide all other services for juvenile offenders required by the City's Municipal Court. In exchange for this service, the City will provide a portion of the fines and/or fees collected from juvenile offenders that are referred to Youth and Family Resource Center, Inc.

Youth and Family Resource Center, Inc. will:

- (1) Provide an intake evaluation and necessary or required counseling for juvenile offenders and/or members of their families;
- (2) Assign, monitor and document community services hours required of juvenile offenders by the City's municipal court;
- (3) Provide the City with a written evaluation of each juvenile offender or members of their families at the conclusion of their court ordered sentences; and
- (4) Provide the City with copies of all records relating to the juvenile offender and/or family members, as allowed by law.

Youth and Family Resource Center, Inc. reserves the right to refuse to accept for supervision any arrested juvenile for any reason, especially those exhibiting violence at the time of their arrest or those under the influence of drugs or alcohol.

In exchange for these services, the City will:

- (1) Refer juvenile offenders and/or their families to Youth and Family Resource Center, Inc. for counseling and/or community service;
- (2) Give to Youth and Family Resource Center, Inc. each month, thirty-five percent (35%) of all fines and administrative fees, exclusive of court costs, collected from each juvenile offender that is referred to Youth and Family Resource Center, Inc. by the Court, except when the Court orders that a juvenile offender is not obligated to pay a fine or costs due to indigence; and
- (3) Share all police records, as allowed by law, with Youth and Family Resource Center, Inc. that may assist Youth and Family Resource Center, Inc. in making an accurate and proper evaluation of the juvenile.

This agreement shall go into effect on the 1st day of July, 2022 and shall expire on June 30, 2023. This agreement may be modified by either party by giving written notice at least thirty (30) days prior to the expiration date.

IN WITNESS WHEREOF, the said parties, by their representatives, set their hands to this Agreement on June 6, 2022

CITY OF SHAWNEE

(SEAL)

ANDREA WECKMUELLER-BEHRINGER,
CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

YOUTH AND FAMILY RESOURCE CENTER,
INC.



DIRECTOR
EXECUTIVE DIRECTOR

ATTEST/NOTARY:



Name: Rachael Sain
Title: Notary Public



Approved as to form and legality on _____.

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

2. f.

Meeting Date: 06/20/2022

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the agreement with Pottawatomie County Historical Society for Fiscal Year 2022-2023.

Attachments

Contract

AGREEMENT BETWEEN THE CITY OF SHAWNEE AND
THE POTTAWATOMIE COUNTY HISTORICAL SOCIETY

This Agreement ("Agreement") is made and entered into this ____ day of March, 2020, is between the City of Shawnee, an Oklahoma municipal corporation hereinafter referred to as "CITY", and the Pottawatomie County Historical Society, an Oklahoma not-for-profit corporation hereinafter referred to as "MUSEUM".

WITNESSETH

WHEREAS, the CITY promotes and supports tourism in the City of Shawnee in order to benefit the local economy and the CITY's citizens, and

WHEREAS, the MUSEUM has a facility commonly known as the Pottawatomie County Museum—Paul and Ann Milburn Center, which is a tourist destination that attracts many visitors each year to the City of Shawnee, and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. MUSEUM agrees to provide the CITY a tourist destination at the Pottawatomie County Museum—Paul and Ann Milburn Center with regularly scheduled operating hours and events.
2. MUSEUM agrees to provide and furnish a full-time fundraising and marketing staff member to measurably enhance the visibility of tourism activities, and to measurably increase donor and fund-raising opportunities.
3. MUSEUM agrees to work towards self-sustainability by developing a fund-raising plan, among other policies and procedures, using best practices through training and other materials provided by the Oklahoma Center for Nonprofits, and any other highly esteemed resource to wit.
4. MUSEUM agrees to provide and furnish tourism activities to commence on the 31st day of March, 2020, and to continue until the 30th day of June, 2024.
5. In consideration for the tourism activities provided by MUSEUM, the CITY agrees to compensate MUSEUM as follows:
 - a. A one-time lump sum payment of \$150,000.00 due upon execution of this Agreement;
 - b. An annual fee of \$50,000.00 due by March 31, 2020;
 - c. An annual fee of \$40,000.00 due by March 31, 2021;
 - d. An annual fee of \$30,000.00 due by March 31, 2022;
 - e. An annual fee of \$20,000.00 due by March 31, 2023;
 - f. An annual fee of \$10,000.00 due by March 31, 2024;
 - f. No annual fee shall be due by CITY to MUSEUM thereafter.

6. MUSEUM acknowledges and agrees to provide adequate utilities, temperature-controlled heating and cooling systems, restrooms, furnishings and equipment appropriate for building design, property insurance, and general liability insurance suitable for the use of space.
7. MUSEUM agrees that it will submit a clean, unmodified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement on March 31st annually for review by the CITY's Community Service Contract Review Committee.
8. MUSEUM agrees to furnish CITY with copies of all of MUSEUM's minutes.
9. MUSEUM hereby indemnifies CITY and agrees to hold CITY harmless from and against any loss, damage, or claim arising from the operation of MUSEUM and for any insurance premiums owed by MUSEUM or for any tax liability now or later determined to be due and owing by MUSEUM. Upon receipt of notice of a suit or proceeding filed against CITY or MUSEUM, MUSEUM shall give CITY written notice of such suit or proceeding within ten (10) days of receipt of such notice and shall cooperate with CITY in its defense of any such suit or proceeding.
10. This Agreement terminates automatically on June 30, 2024.
11. This Agreement may be terminated by either party upon thirty (30) days written notice prior to the end of the contract period. If the Agreement is terminated before the end of the contract year, which begins and ends on March 31st annually, then the amount owed by CITY shall be prorated accordingly.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

WITNESS our hands this 6th day of March, 2020.

POTTAWATOMIE COUNTY
HISTORICAL SOCIETY



PRESIDENT

ATTEST:



SECRETARY/NOTARY



APPROVED by the Mayor and City Commissioners of the City of Shawnee this 6th
day of March, 2020.

ATTEST


Lisa Laszlo
LISA LASZYONE, CMC
CITY CLERK

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

Chance Allison
CHANCE ALLISON
CITY MANAGER

APPROVED as to form and legality this 12 day of March, 2020.

Joseph M. Vorndran
JOSEPH M. VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

2. g.

Meeting Date: 06/20/2022

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFER:

Lot 5 Renfro Tract, 15810 Sleepy Hollow Road

From: Patricia Young

To: Brandy and Jason Helm

Attachments

Lake Lease

Community
Development
Department



222 N Broadway
Shawnee, OK 74801
405-878-1666
cosinspections@shawneeok.org

Shawnee Twin Lakes Cabin Site Leases Summary Report – For Renewals & Transfers

Date: 6/6/2022	License No.: 5416
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	06/20/2022
Property Address	15810 Sleepy Hollow
Lake Site Location	Renfro Tract, Lot 5
Lease Dates	06/20/2022
Lease Fee	06/19/2052
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Brandy & Jason Helm
Address	32101 Hornbeck Rd, Shawnee, OK 74801
Email	brandyhelm83@gmail.com; jasonhelm73@gmail.com
Phone	B:405.248.5932 / 405.788.0001 J: 405.208.2890 / 405.273.6302
Current Lessee (Transfer From)	
Name(s)	Patricia Young
Address	15810 Sleepy Hollow Rd, Shawnee, OK 74801
Email	
Phone	
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☒ Conventional ☐ Aerobic
Last Inspected / Pumped	06/21/2018
Miscellaneous Comments	Ck1883 - \$761, Ck 1884 - \$1,000, Ck 6834 - \$75
Fees Collected	\$1846.00 - Cks 1883, 1884, 6834



Cabin Site Lease

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:

LEASE # 5416 TRACT NAME Renfro LOT # 5

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 06/20/2022 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

BRANDY & JASON HELM,
32101 HORNBECK RD
SHAWNEE, OK 74801

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$761.00** dollars for **2022**, 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 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:

15810 SLEEPY HOLLOW RD

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 rules 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 with 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 to 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 the 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 of 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

Regular Board of Commissioners

4.

Meeting Date: 06/20/2022

Proclamations

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamations:

"Commemorate Juneteenth and the Dunbar Heights Historic Neighborhood"
June 20, 2022

Attachments

Proclamation



Proclamation

“Commemorate Juneteenth and the Dunbar Heights Historic Neighborhood”

Whereas, Juneteenth is the oldest known annual observance commemorating the abolishment of slavery in the United States of America. The Juneteenth Independence celebration dates back to June 19, 1865, when Major General Gordon Granger led the Union soldiers into Galveston, Texas. It was there that Union soldiers delivered news that the Civil War had ended and enslaved Black Americans within all states were free; and

Whereas, Juneteenth became a celebration of freedom, community, and culture. Today, Juneteenth takes on a symbol of pride in Black American experiences and ancestral roots; and

Whereas, the Dunbar Heights Historic Neighborhood is home to a long-standing tradition of Shawnee’s Black American heritage; and

Whereas, the City of Shawnee seeks to observe this historic anniversary with the Dunbar Heights Historic Neighborhood in the spirit of comradery and equality for all citizens; and

Whereas, the Juneteenth celebration embodies the American ideals of freedom, liberty, and the pursuit of happiness as they extend to all people; and

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim this 20th day of June, 2022, to

“Commemorate Juneteenth and the Dunbar Heights Historic Neighborhood”

In the City of Shawnee, Oklahoma
Dated this ____ day of ____, 2022

Ed Bolt, Mayor

Lisa Lasyone, CMC, City Clerk

Regular Board of Commissioners

5.

Meeting Date: 06/20/2022

Performer

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation of the 2021 Performer by Crawford and Associates.

Attachments

Memo

Presentation



Finance Department

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: Performer - Fiscal Year 2020-2021

Background: Crawford & Associates has performed a financial analysis of the City of Shawnee financial statements for Fiscal Year 2020-2021. The Performer, is a unique and proprietary financial analysis and rating tool used to measure a government's financial health and success.

Frank Crawford, President of Crawford & Associates, will present the Performer and be available to answer questions.

Financial Impact: None.

Attachment: Performer - Fiscal Year 2020-2021

Staff Recommendation: Non-action item.



City of Shawnee

Fiscal Year 2021

A Financial Statement Analysis Tool Using Indicators of Financial
Health and Success



What Is The Performer®?

- An analysis that takes a government's financial statements and converts them into useful and understandable measures of financial performance
- Financial ratios and a copyrighted analysis methodology are used to arrive at ratings from 0-10.
- The overall rating is a barometer of the entity's financial health and performance.

How to Use The Performer®

- Use the individual ratios to identify financial warning signals.
- Use the overall rating as a collective benchmark of financial health and success of the entity as a whole.
- Use the comparisons to prior years to monitor trends in financial indicators.

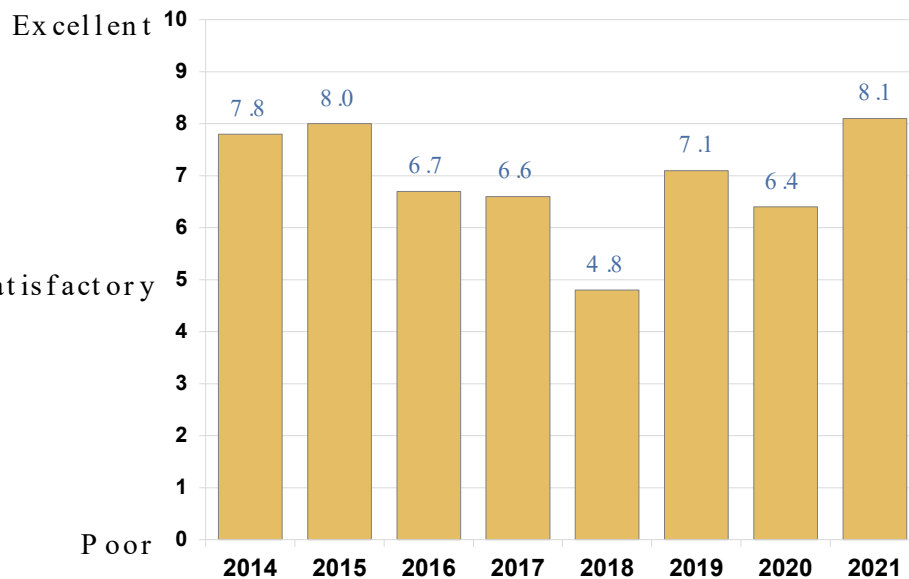
Limitations of the Performer®

- The Performer® should not be used as the only source of financial information to evaluate the entity's performance and condition.
- The analysis is an overall rating of the entity as a whole and not of specific activities, funds, or units.
- The Performer® is based on Crawford & Associates' professional judgment and is limited as to its intended use

Performer® Rating

What is the state of our overall financial condition?

Overall Rating



For the 2021 fiscal year, the ratings by ratio category were as follows:

Financial Position	6.6
Financial Performance	9.8
Financial Capability	<u>7.3</u>
Overall Rating	8.1

The strongest component of the ratings was the City's financial performance over the past year. However the City's financial capability and the City's financial position at June 30, 2021 also reflect above satisfactory ratings. The 2021 overall reading of 8.1 indicates the evaluator's opinion that Shawnee's overall financial health is well above satisfactory, and it also represents an increase in the overall scoring ratio when compared with the prior year.

FY 21 Overall Performer® Rating: **8.1**

Financial Position Ratings

- This set of ratings serves to illustrate “point-in-time” measures of the entity’s financial status, solvency, and liquidity as of the date of its most recent annual financial statements.



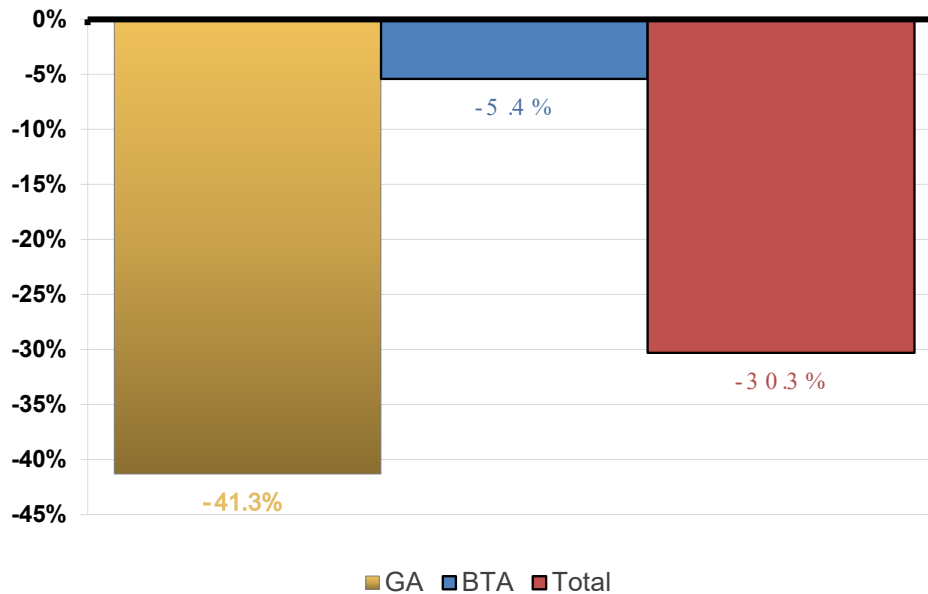
Financial Position Ratings

Unrestricted Net Position	How do our total rainy day funds look?
General Fund Unassigned Fund Balance	How does our General Fund unassigned fund balance carryover position look?
Capital Asset Condition	How much life do we still have left in our capital assets?
Pension Plan Funding	Will we be able to pay our employees pensions costs when they retire?
OPEB Plan Funding	Will our employees be happy with us when they retire as far as health in concerned?
Assets to Debt	Who really owns the City?
Current Ratio	Will our employees and vendors be pleased with our ability to pay them on time?
Quick Ratio	How is our short-term cash position?

Level of Unrestricted Net Position

How do our total rainy day funds look?

Unrestricted Net Position (Deficit) as a % of Annual Revenues



The level of total unrestricted net position is an indication of the amount of unexpended and available resources the City has in all funds combined at a point in time to fund emergencies, shortfalls or other unexpected needs. In our model, 50% is considered excellent, while 30% is considered a desired minimum.

For the year ended June 30, 2021, the City's total unrestricted net position was in a deficit, or negative position, that approximated \$16 million or 30% of annual total revenues. This is considered an unfavorable position to be in, and well below our model's desired minimum of a positive 30%. This is due in a large part to the City's reporting, beginning in FY 2015, its share of unfunded pension liabilities of the State Fire Pension System. However, it is a significant improvement from the ratio of the prior year.

2014	2015	2016	2017	2018	2019	2020	2021
7 %	-4 0 %	-4 4 %	-4 9 %	-5 4 %	-4 8 %	-4 4 %	-3 0 %

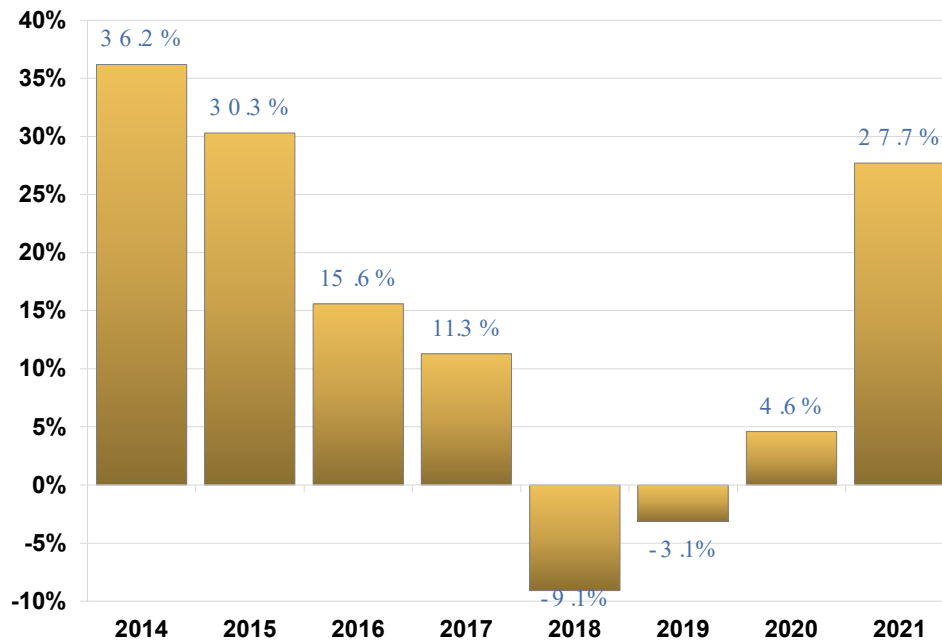
Performer®
Rating

0

Level of General Fund Unassigned Fund Balance

How does our carryover look?

Unassigned Fund Balance as a
Percentage of Annual Revenues



The level of unassigned fund balance is an indication of the amount of unexpended, unencumbered and available resources the City has at a point in time to carryover into the next fiscal year to fund budgetary emergencies, shortfalls or other unexpected needs. In our model, 10% is considered a minimum responsible level, while 30% is considered desirable.

For the year ended June 30, 2021, the City's unassigned fund balance of the General Fund amounted to \$6,867,117 or 27.7% of annual General Fund revenues. This represents a significant improvement in the ratio when compared to the ratio of the prior year.

Performer®
Rating

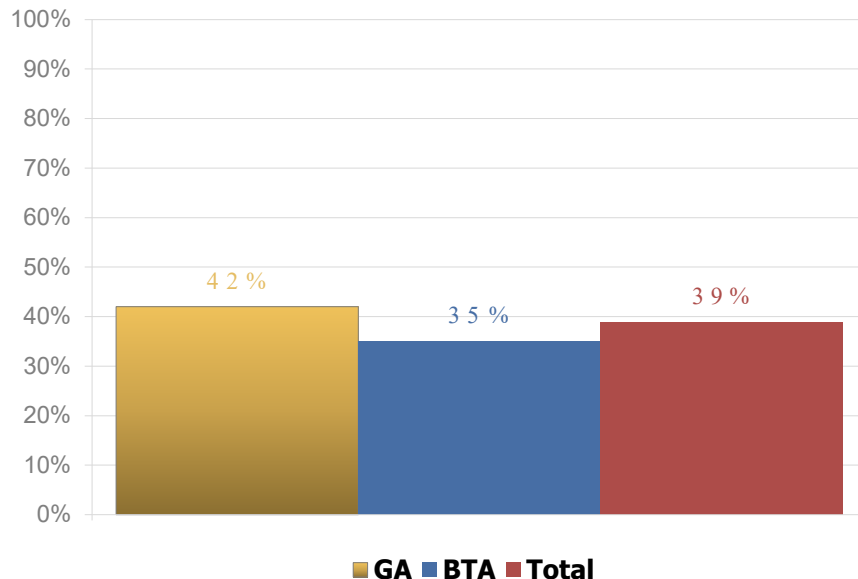
9.4

2014	2015	2016	2017	2018	2019	2020	2021
36.2 %	30.3 %	15.6 %	11.3 %	-9.1 %	-3.1 %	4.6 %	27.7 %

Capital Asset Condition

How much useful life do we have left in our capital assets?

Percentage of Capital Assets' Useful Life Remaining



The capital asset condition ratio compares depreciable capital assets cost to accumulated depreciation to determine the overall percentage of useful life remaining. A low percentage could indicate an upcoming need to replace a significant amount of capital assets. For comparison purposes, we have removed the consideration of the cost of land and current construction-in-progress.

At June 30, 2021, the City's depreciable capital assets amounted to \$208 million while accumulated depreciation totaled \$127 million. This indicates that, on average, the City's capital assets have less than two-fifths (39%) of their useful lives remaining. This is a less than satisfactory financial indicator in our model and continues a relatively consistent downward trend.

2014	2015	2016	2017	2018	2019	2020	2021
49 %	46 %	46 %	47 %	43 %	43 %	39 %	39 %

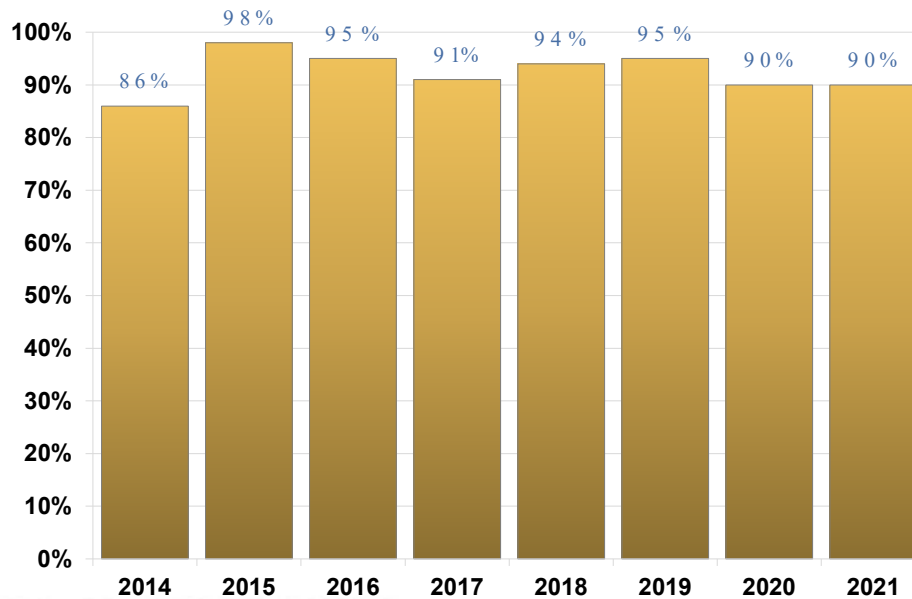
Performer[®]
Rating

2.8

OkMRF Agent Multi-Employer Pension Plan Funding Ratio

Will we be able to pay our non-uniformed employees' pensions costs when they retire?

Pension Plan Assets as a Percentage of Accrued Liability



The pension funding ratio compares the City's OkMRF pension plan net position, comprised mainly of the fair value of the City's investments held in a pension plan trust, to the actuarial determined total pension liability that has been accrued for pension benefits. A percentage less than 100% indicates the plan is underfunded at the valuation date.

At June 30, 2021, the City's OkMRF pension plan net position was 90% of the total pension liability, indicating that the plan was not fully funded, from an actuarial perspective, at the last valuation date. In addition, the funded percentage did not improve from the prior year's ratio, which is considered a less than satisfactory ratio. This ratio does not include the funded status of the State's cost-sharing plans for police and fire employees.

2014	2015	2016	2017	2018	2019	2020	2021
86%	98%	95%	91%	94%	95%	90%	90%

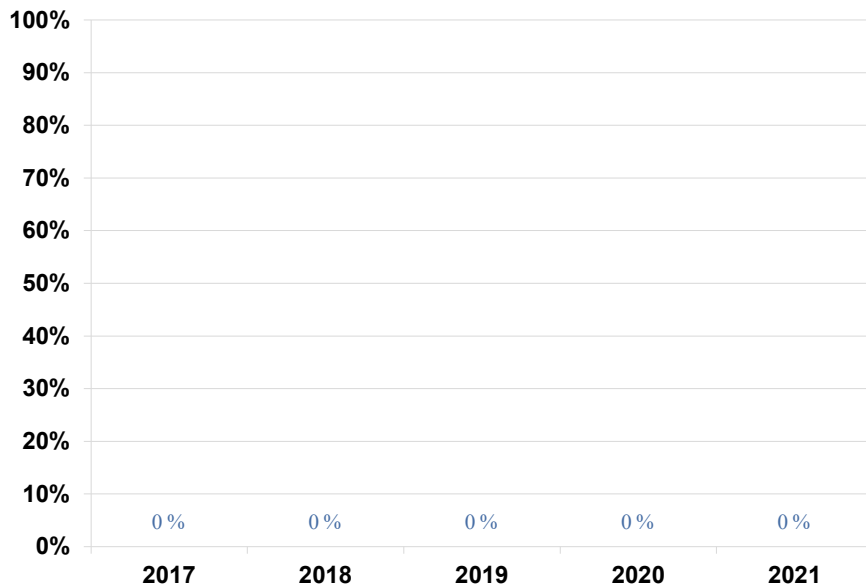
Performer®
Rating

2.6

OPEB Plan Funding Ratio

Will we be able to pay for retiree health care in the future?

Percentage of Total OPEB Liability that is advance funded



The OPEB funding ratio compares the actuarial value of any retiree healthcare plan assets set aside in trusts for future benefits with the actuarial accrued liability for plan benefits. An “actuarial fully advance funded” plan would reflect a funding percentage of 100%. Whereas funding strategy for the OPEB benefits, a “pay-as-you-go” plan would report a funding percentage of 0%. The City has adopted a pay-as-you-go funding strategy for the OPEB Benefits

An accounting standard implemented in FY 2018 requires certain future retiree post employment healthcare costs to be recognized while the employee is providing service. The City has adopted a pay-as-you-go plan. As a result, there is no plan net position to offset the total OPEB liability at June 30, 2021 of approximately \$5.1 million, and the ability to pay for these future benefits will be dependent on future resources and appropriations made to fund these costs.

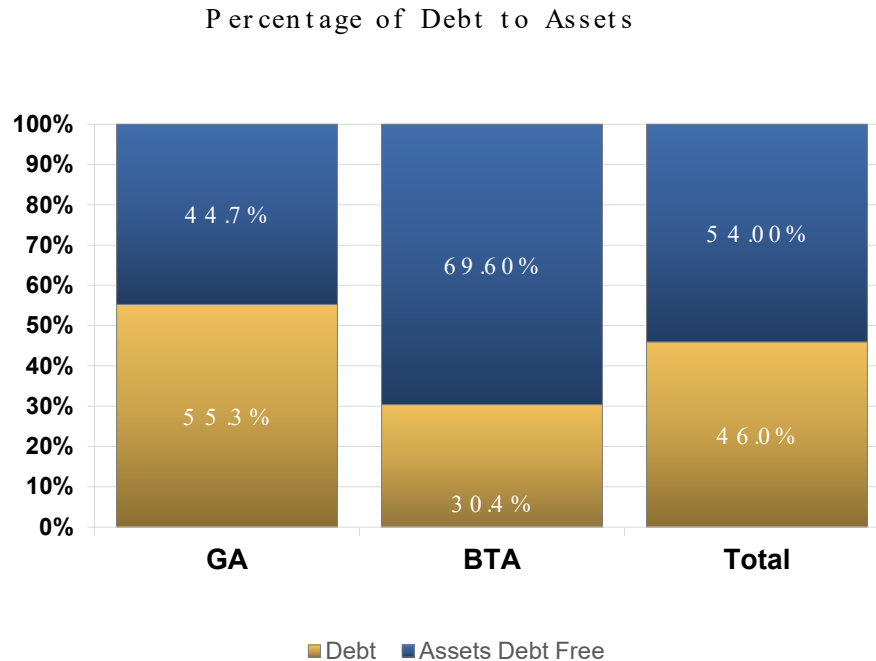
2017	2018	2019	2020	2021
0%	0%	0%	0%	0%

Performer®
Rating

0

Debt to Assets

Who really owns the City's assets?



The debt to assets ratio measures the extent to which the City had funded its assets with debt. The lower the debt percentage, the more equity the City has in its assets.

At June 30, 2021, 46% of the City's \$160 million of total assets were funded with debt or other obligations, leaving 54% as equity. This indicates that for each dollar of City assets owned, it owes 46 cents of that dollar to others. This is considered to be an above satisfactory ratio but does represent a decrease from the ratio of the prior year.

2014	2015	2016	2017	2018	2019	2020	2021
70%	63%	62%	59%	59%	59%	58%	54%

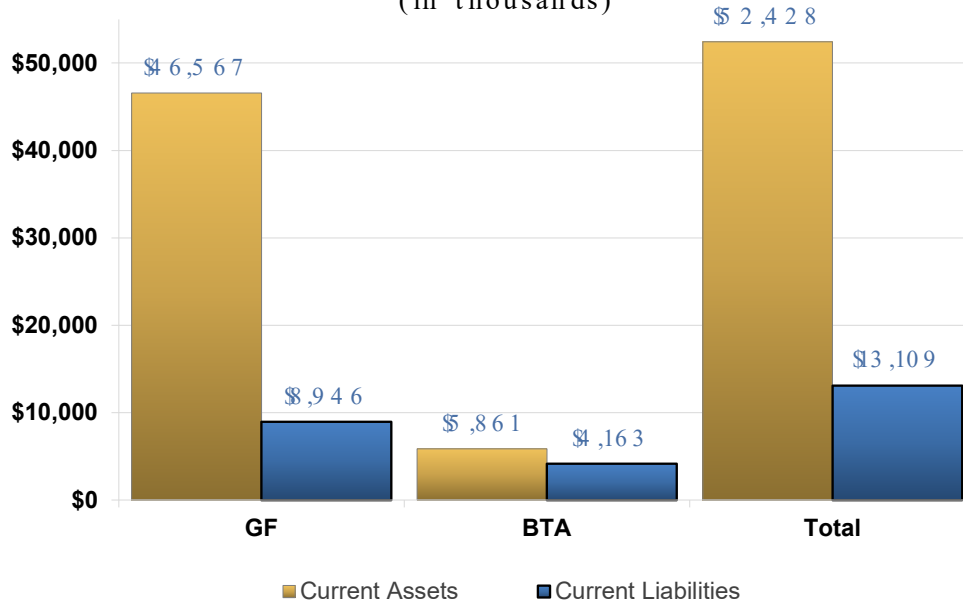
Performer®
Rating

5.5

Current Ratio

Will our vendors and employees be pleased with our ability to pay them on time?

Current Assets Compared to Current Liabilities
(in thousands)



The current ratio is one measure of the City's ability to pay its short-term obligations. The current ratio compares total current assets and current liabilities. A current ratio of 2.00 to 1 indicates a satisfactory current liquidity and an ability to meet the short-term obligations.

At June 30, 2021, the City had a government-wide ratio of current assets to current liabilities of 4.00 to 1. This indicates that the City had four times the amount of current assets needed to pay current liabilities. This is considered an excellent indicator of liquidity, and represents an increase in the ratio when compared to the ratio of the prior period.

2014	2015	2016	2017	2018	2019	2020	2021
3.52	5.98	2.47	2.49	1.63	2.24	1.73	4.00

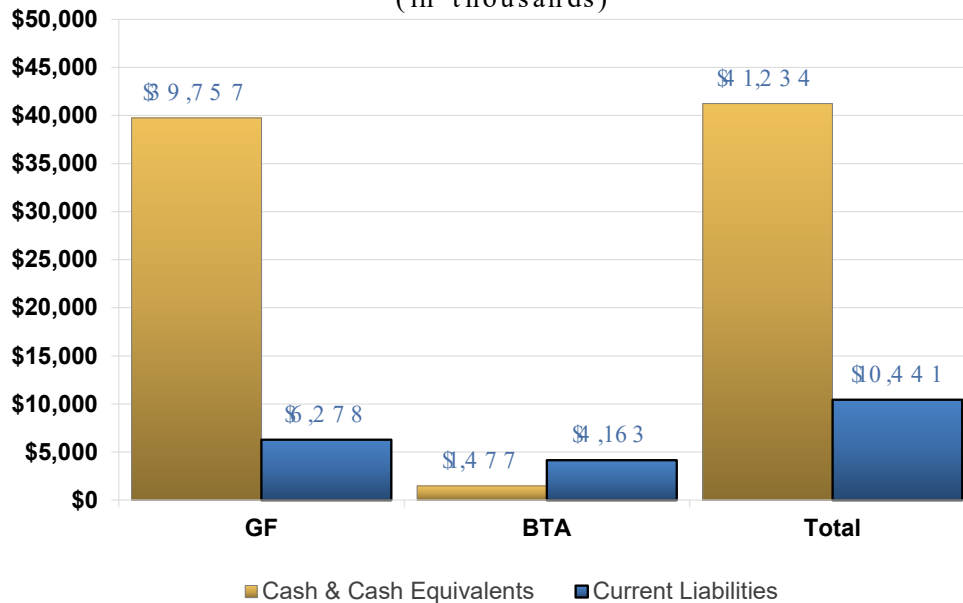
Performer®
Rating

10

Quick Ratio

How is our short-term cash position?

Cash and Cash Equivalents Compared to Current Liabilities
(in thousands)



The quick ratio is another, more conservative, measure of the City's ability to pay its short-term operating obligations. The quick ratio compares total unrestricted cash and cash equivalents to current liabilities. A quick ratio of 1.00 to 1 indicates adequate current liquidity and an ability to meet the short-term obligations with cash on hand.

At June 30, 2021, the City had a government-wide ratio of unrestricted cash and cash equivalents to current liabilities of 3.95 to 1. This indicates that the City had almost four times the amount of cash and cash equivalents needed to pay short-term operating obligations at year end. This ratio is considered excellent and represents an improvement when compared to the ratio of prior period.

2014	2015	2016	2017	2018	2019	2020	2021
1.56	1.97	0.54	0.80	0.53	1.28	0.99	3.95

Performer®
Rating

10

Financial Position Ratings

Summary and Comparison to Prior Years

Ratio	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Unrestricted Net Position	-49%	-54%	-48%	-44%	-30%
General Fund Unassigned Fund Balance	11.3%	-9.1%	-3.1%	4.6%	27.7%
Capital Asset Condition	47%	43%	43%	39%	39%
Non-Uniformed Employee Pension Plan Funding	0%	0%	0%	0%	0%
OPEB Plan Funding	91%	94%	95%	90%	90%
Assets to Debt	59%	59%	59%	58%	54%
Current Ratio	2.49	1.63	2.24	1.73	4.00
Quick Ratio	0.80	0.53	1.28	0.99	3.95
Financial Position Rating	4.4	2.0	3.9	3.1	6.6

Financial Performance Ratings

- This set of ratings serves to illustrate “look-back” measures as to whether the entity’s financial position has been improving, deteriorating, or remaining steady.

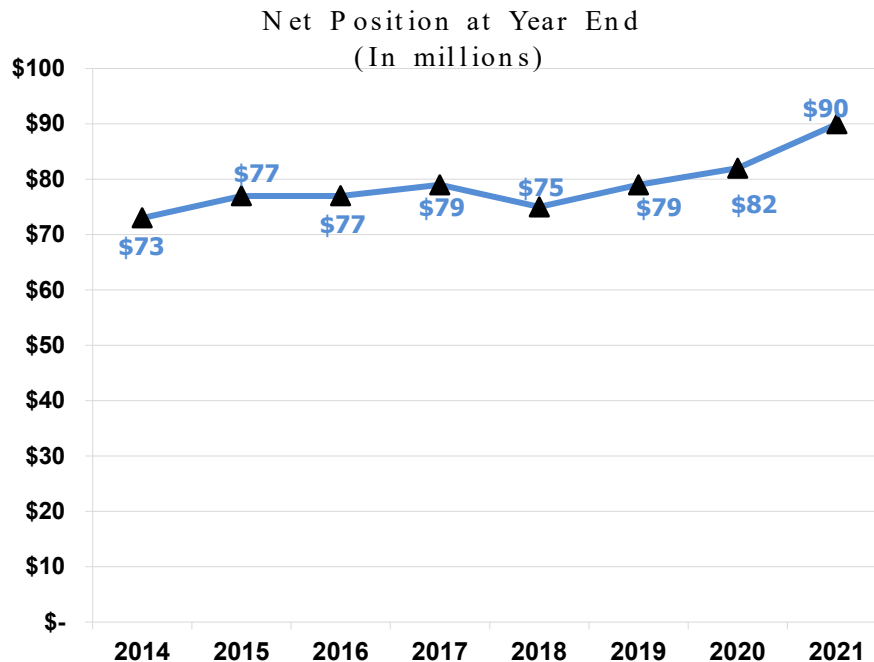


Financial Performance Ratings

Change in Net Position	Did our overall financial condition improve, decline, or remain steady from the past year?
Interperiod Equity	Who paid for the costs of current year services – current, past, or future tax and rate payers?
BTA Self-Sufficiency	Did current year business-type activities, such as utilities, pay for themselves?
Debt Service Coverage	Were our revenue bond and note investors pleased with our ability to pay them on time?
Sales Tax Growth	What is the state of our local economy?

Change in Net Position

Did our overall financial position improve, decline or remain steady over the past year?



Net position include all assets and deferred outflows, and all liabilities and deferred inflows of the City, except for fiduciary funds held for the benefit of others. It is measured as the difference between total assets and deferred outflows, including capital assets, and total liabilities and deferred inflows, including long-term debt. Net position increases as a result of earning more revenue than expenses incurred in the fiscal year.

For the year ended June 30, 2021, total net position increased by approximately \$8.8 million, or 10.9% from the prior year beginning net position.

*Ending Net Position restated for accounting principle changes

2014	2015	2016	2017	2018	2019	2020	2021
+4.2 %	+5.2 %*	-0.1%	+2.2 %	-5.4 %*	+7.6 %	+2.7 %	+10.9 %

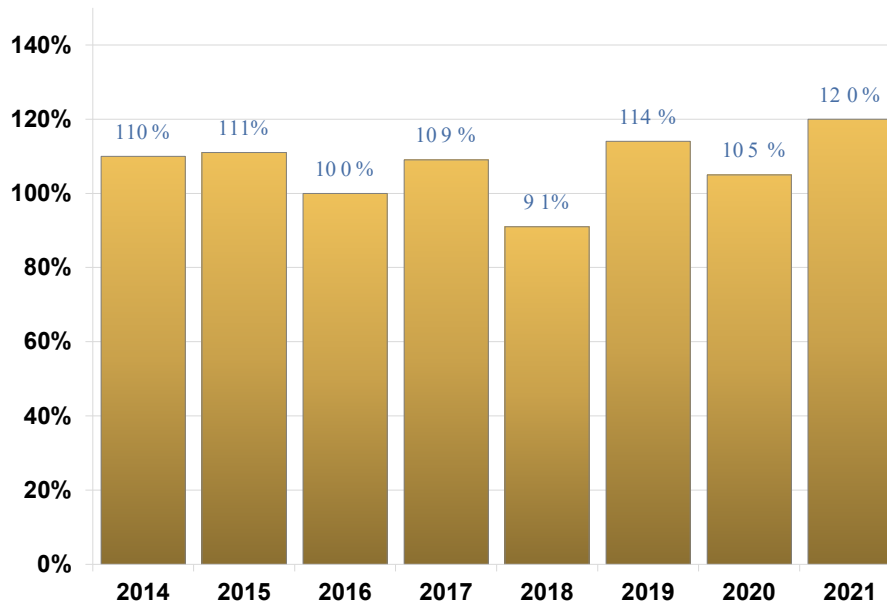
Performer®
Rating

10

Interperiod Equity

Who is paying for today's costs of services?

Revenues as a % of Annual Expenses



Interperiod equity is achieved when the cost of current services are paid by current year tax and rate payers. When current year costs are subsidized by prior year resources carried over or from debt proceeds, it can be said that interperiod equity was not achieved, and either past or future tax and rate payers helped fund the costs of current year services.

For the year ended June 30, 2021, the City's total costs were fully funded by current year tax and rate payers, with current year revenues, excluding fund balance carryovers, generating revenues at a level of 120% of current year costs.

2014	2015	2016	2017	2018	2019	2020	2021
110 %	111%	100 %	109 %	91%	114 %	105 %	120 %

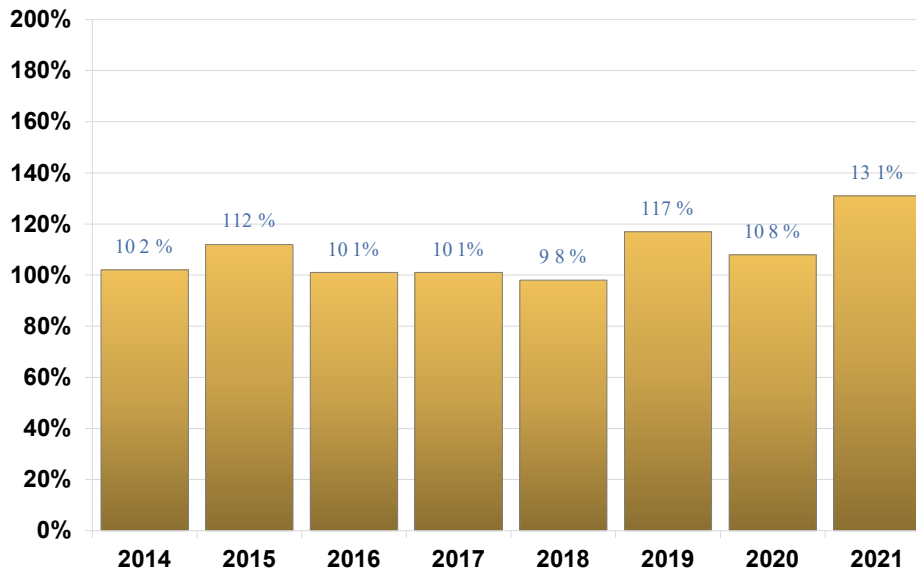
Performer®
Rating

10

BTA Self-Sufficiency

Did current year business-type activities (BTA) pay for themselves?

Percentage of BTA Expenses Covered By BTA Revenues



The self-sufficiency ratio indicates the level at which business-type activities (utilities) covered their current costs with current year revenues, without having to rely on subsidies or use of prior year reserves.

For the year ended June 30, 2021, the City's business-type activities were 131% self-sufficient in total. This indicates that all of the current year costs of the City's business-type activities were fully funded by current year revenues, and didn't require the use of carryover funds or a subsidy from other funds. Also, this represents an increase in the ratio when compared to the ratio of the prior period.

2014	2015	2016	2017	2018	2019	2020	2021
102 %	112 %	101 %	101 %	98 %	117 %	108 %	131 %

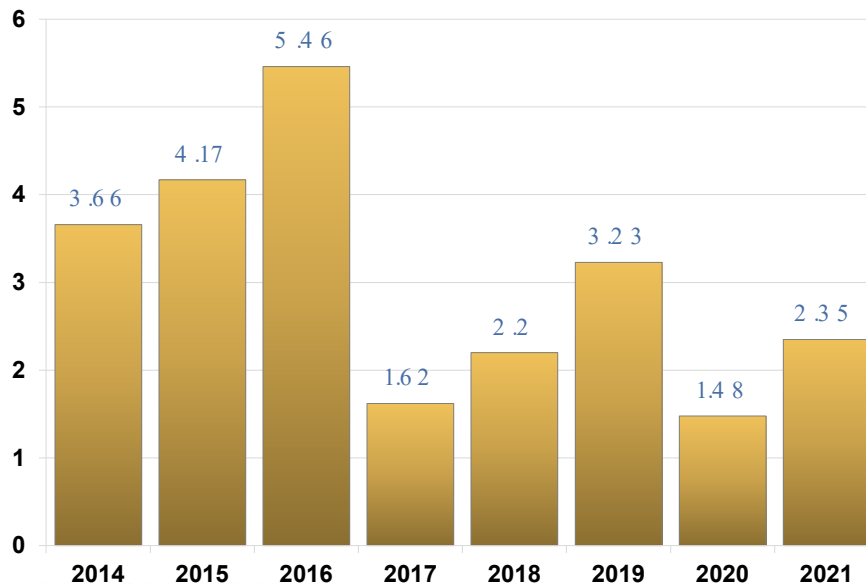
Performer®
Rating

10

Debt Service Coverage

Were our revenue bond investors pleased with our ability to pay them on time?

Number of Times Net Pledged Revenues Cover
Annual Debt Service



The debt service coverage ratio compares the City's debt service requirements on revenue bonds to the net operating cash generated by the revenue streams pledged for payment. A debt service ratio of greater than 1.00 indicates a sufficient ability to make the debt service payments from net revenue from operations.

For the year ended June 30, 2021, the City experienced an excellent debt service coverage ratio of 2.35, an increase from the ratio of the prior period. This indicates the City generated little over two and one-third times the amount of cash necessary to pay the debt service requirements on its revenue bonds and notes.

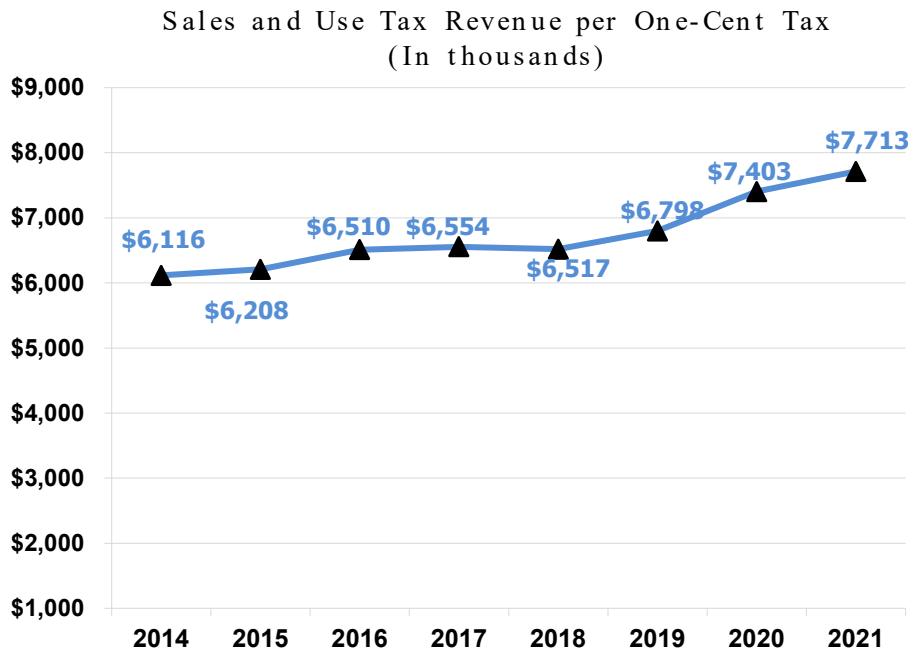
2014	2015	2016	2017	2018	2019	2020	2021
3.66	4.17	5.46	1.62	2.20	3.23	1.48	2.35

Performer®
Rating

10

Sales Tax Growth

What is the state of our local economy?



Due to the inability of Oklahoma municipalities to levy a property tax for operations, the City is highly dependent on sales and use tax revenue to fund its general governmental activities.

Sales tax growth is a measure of the state of our local economy by comparing revenue collected to the prior year in terms of the change per one-cent tax.

For the year ended June 30, 2021, the City experienced an increase in sales and use tax collections in the amount of \$2,448,821, or 4.2% from the prior year. The Sales Tax Rate of 3.5% was in effect for the entire fiscal year 2021.

2014	2015	2016	2017	2018	2019	2020	2021
+1.8 %	+1.5 %	+4.9 %	+0.7 %	-0.6 %	+4.3 %	+8.9 %	+4.2 %

Performer®
Rating

9.2

Financial Performance Ratings

Summary and Comparison to Prior Years

Ratio	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Change in Net Position	+5.3%	-5.4%	7.6%	2.7%	10.9%
Interperiod Equity	109%	91%	114%	105%	120%
BTA Self Sufficiency	101%	98%	117%	108%	131%
Debt Service Coverage	1.62	2.20	3.23	1.48	2.35
Sales Tax Growth	+0.7%	-0.6%	4.3%	8.9%	4.2%
Financial Performance Rating	7.6	5.0	9.6	8.5	9.8

Financial Capability ratings

- This set of ratings serves to illustrate “look-forward” measures of the government’s ability to obtain resources in the form of revenues or borrowings in order to finance the services its constituency requires.



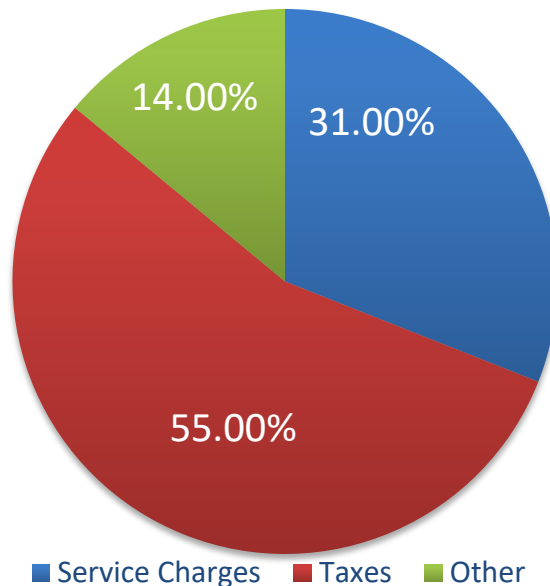
Financial Capability ratings

Revenue Dispersion	How much of our revenue is beyond our direct control?
Debt Service Load	How heavily is our budget loaded with payments to retire long-term debt?
Bonded Debt Per Capita	What is the debt burden on our property tax payers?
Legal Debt Limit Remaining	Will we be legally able to issue more long-term debt if needed?
Property Taxes Per Capita	Will our citizens be willing to approve property tax increases if needed?
Local Sales Tax Rate	Will our citizens be willing to approve sales tax increases if needed?

Revenue Dispersion

How heavily are we relying on revenue sources beyond our direct control?

2021 REVENUE PERCENTAGES BY SOURCE



The percentage dispersion of revenue by source indicates how dependent the City is on certain types of revenue. The more dependent the City is on revenue sources beyond its direct control, such as taxes requiring voter approval or revenues from other governments such as grants, the less favorable the dispersion.

For the year ended June 30, 2021, the City had direct control over 31% (Service charges) of its revenues. This ratio indicates the City has significant exposure to financial difficulties due to reliance (69%) on taxes that require voter approval and on grants, contributions and other revenues.

2015	2016	2017	2018	2019	2020	2021
64 %	64 %	69 %	65 %	67 %	68 %	69 %

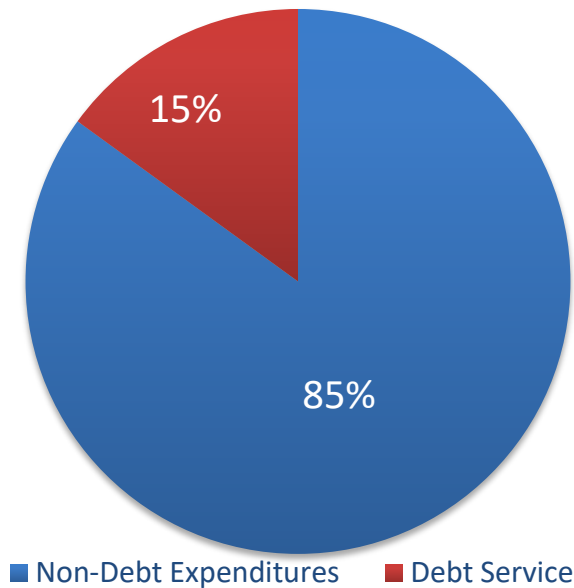
Performer®
Rating

2.7

Debt Service Load

How much of our annual non-capital budget is loaded with disbursements to pay off long-term debt?

Percentage of Debt Service and Non-Debt Expenditures



The debt service load ratio measures the extent to which the City's non-capital expenditures City-wide were comprised of debt service payments on long-term debt.

For the year ended June 30, 2021, the City's total non-capital expenditures amounted to \$40 million, of which \$5.8 million (or 15%), were payments for principal and interest on long-term debt. In our model, this is an above satisfactory indicator and indicates that for every dollar the City spent on non-capital items, 15 cents of that dollar was used for debt service. Also, it represents a slight increase in the ratio when compared to the ratio of the prior period.

2014	2015	2016	2017	2018	2019	2020	2021
8 %	11%	22 %	10 %	8 %	13 %	14 %	15 %

Performer®
Rating

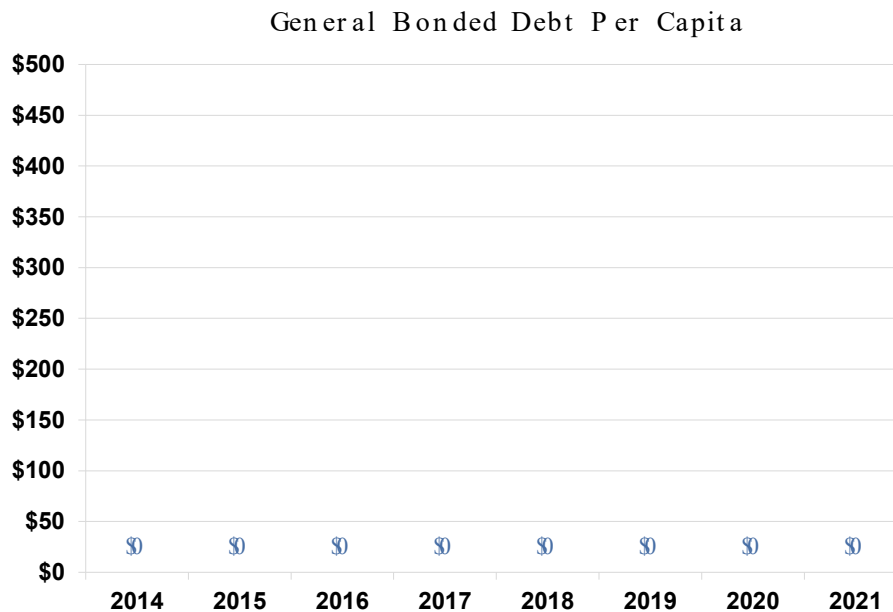
6.8

Bonded Debt Per Capita

What is the debt burden on our property tax payers?

The financial ratio of general bonded debt per capita is an indication of the City's debt burden on its citizens and other taxpayers related to general obligation debt payable from property taxes. The ratio does not consider debt payable from enterprise activities or alternate revenues.

For the year ended June 30, 2021, the City continued to have no general obligation bonded debt outstanding. Therefore, it has no general bonded debt burden on its citizens and taxpayers.



2014	2015	2016	2017	2018	2019	2020	2021
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

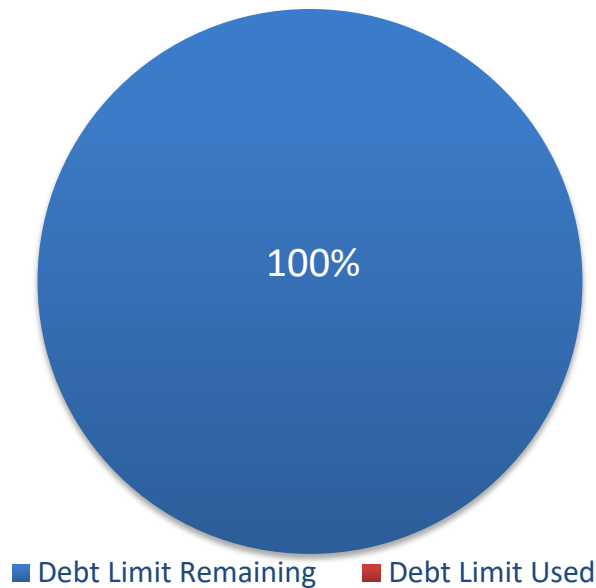
Performer®
Rating

10

Legal Debt Limit Remaining

Will we be able to issue more debt, if needed?

Percentage of Legal Debt Limit Used Versus Remaining



Oklahoma law limits certain types of general obligation debt to no more than 10% of the City's net assessed valuation of taxable property.

For the year ended June 30, 2021, the City continued to have no general obligation debt applicable to this legal debt limit. This means that at June 30, 2021, the City had 100% of its general bonded debt legal limit remaining.

2014	2015	2016	2017	2018	2019	2020	2021
100%	100%	100%	100%	100%	100%	100%	100%

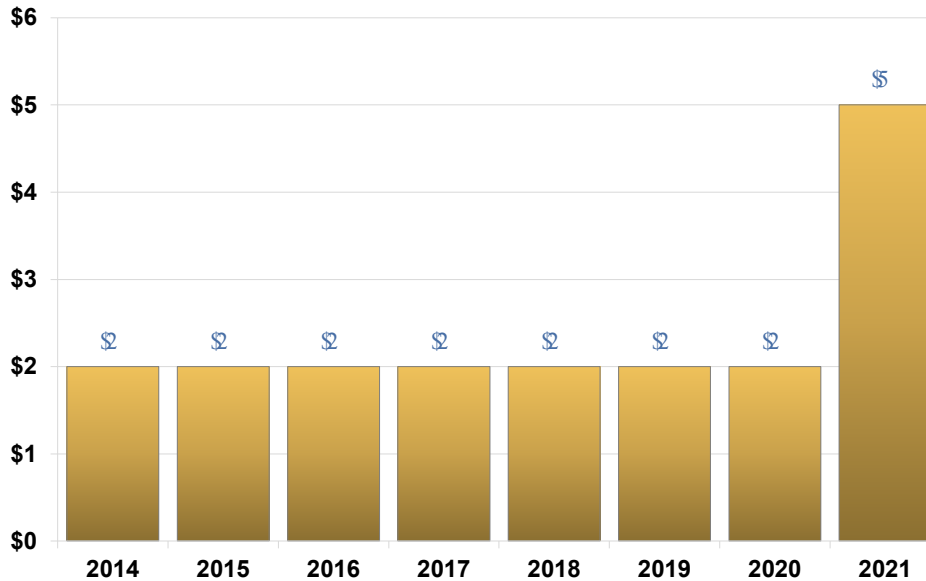
Performer®
Rating

10

Property Taxes Per Capita

Will our citizens be willing to approve property tax increases, if needed?

Total Property Taxes Per Capita



The financial ratio of property taxes per capita is an indication of the City's property tax burden on its citizens and other taxpayers. Constitutionally, Oklahoma municipalities may only levy a property tax to retire general obligation bonded debt and judgments.

For the year ended June 30, 2021, the City experience an increase in total property tax revenues. Property taxes per capita were \$5.

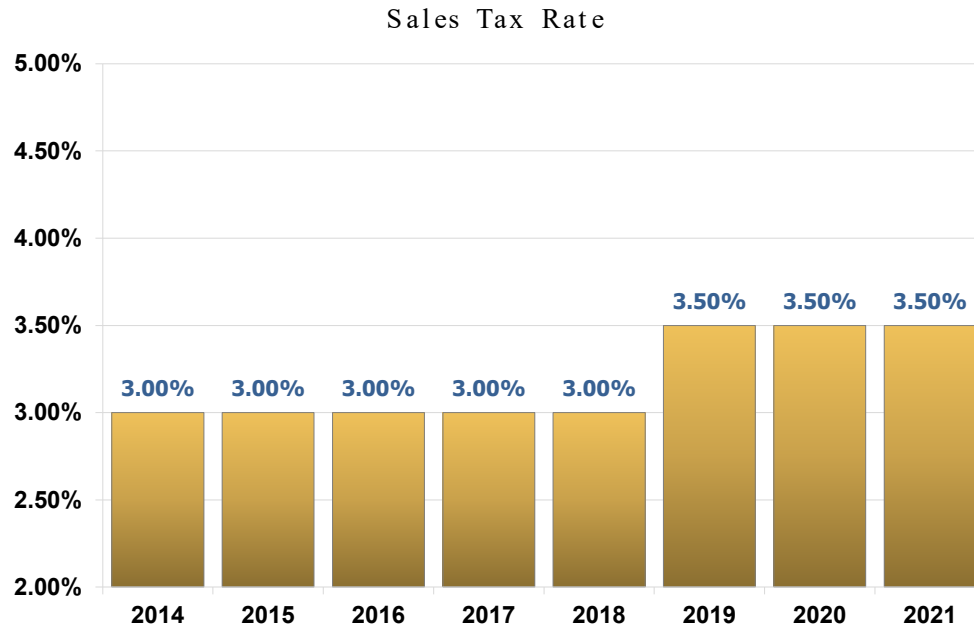
2014	2015	2016	2017	2018	2019	2020	2021
\$	\$	\$	\$	\$	\$	\$	\$

Performer®
Rating

9.5

Local Sales Tax Rate

Will our citizens be willing to approve sales tax increases, if needed?



For Oklahoma municipalities, sales tax is the primary source of funding for general government operations. Sales tax rates cannot be increased without voter approval. In our model, a 2% tax rate is considered excellent from the financing margin perspective, while 5% rate is considered a high rate and therefore weak in terms of increase ability margin.

For the year ended June 30, 2021, the City's sales tax rate in effect was 3.5%. This is unchanged from the prior period.

2014	2015	2016	2017	2018	2019	2020	2021
3.0%	3.0%	3.0%	3.0%	3.0%	3.5%	3.5%	3.5%

Performer®
Rating

5.0

financial capability ratings

Ratio	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Revenue Dispersion	69%	65%	67%	68%	69%
Debt Service Load	10%	8%	13%	14%	15%
General Bonded Debt per Capita	\$0	\$0	\$0	\$0	\$0
Remaining Legal Debt Margin	100%	100%	100%	100%	100%
Property Taxes per Capita	\$2	\$2	\$2	\$2	\$5
Sales Tax Rate	3.0%	3.0%	3.5%	3.5%	3.5%
Financial Capability Rating	8.1	8.2	7.5	7.4	7.3

Thank You!

- We would like to commend and thank the City of Shawnee for allowing us to present this financial analysis. We hope it serves as a useful and understandable complement to the annual financial report.
- Visit our website at www.crawfordcpas.com for other useful tools for governments.

Regular Board of Commissioners

6.

Meeting Date: 06/20/2022

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a budget amendment for Fund 001 General Fund to appropriate revenue for expenditures (Police Vehicle Repairs, Police Grant Expense, City Manager Services, Legislative Consulting Services, and Fire Vehicle Repairs).

Attachments

Memo

Budget Amendment



Finance Department

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: Consideration of budget amendments for Police Vehicle Repairs, Police Grant Expense, Interim City Manager Services, Legislative Consulting Services, and Fire Vehicle Repairs.

Background: During operations at the Police Department, vehicle accidents have occurred in which OMAG has sent insurance recovery monies for vehicle repairs. To issue purchase orders for vehicle repairs that are within budget, staff is requesting that revenue received from insurance recovery be appropriated to the Police Patrol repair and maintenance expense line item. The amount for appropriation, is as follows:

- \$53,696 – Insurance Recovery to be appropriated for Police Vehicle Repair.

The Police Department has received an Edward Byrne Memorial Justice Assistance Grant to purchase equipment for the City and the Pott. County Sheriff's Office. Per the grant agreement, the City will use half of the grant revenue to purchase equipment (body cameras) for the Pott. County Sheriff's Office. The amount of the appropriation is as follows:

- \$28,272 – Edward Byrne Memorial Justice Assistance Grant.

On July 19, 2021, the Board of Commissioners approved a contract with Mr. Eric Benson to service as Interim City Manager for the term of July 19, 2021 to October 31, 2021. In order to keep City expenditures within budgeted amounts, staff is requesting that the following amount be appropriated:

- \$38,299 – Interim City Manager services.

On October 18, 2021, the Board of Commissioners approved a contract with Latham Consulting Group and Dunnington Consulting for legislative consulting services. In order to keep City expenditures within budgeted amounts, staff is requesting that the following amount be appropriated:

- \$40,000 - Latham Consulting Group and Dunnington Consulting for legislative consulting services.

The Fire Department has experienced higher repair and maintenance costs than was projected in the adopted FY22 Budget. In order to keep City expenditures within budgeted amounts, staff is requesting that the following amount be appropriated:

- \$45,000 – Additional appropriation for the repair and maintenance of Fire Department vehicles.

Financial Impact: See Budget Amendment attached.

Attachment: Budget Amendment.

Staff Recommendation: Approval of the item.

City of Shawnee
2021-2022 Budget Amendment
General Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	48040			INSURANCE RECOVERY	(7,570.77)	(53,695.64)	(61,266.41)
001	41010			FEDERAL GRANT REVENUE	(122,390.00)	(28,272.00)	(150,662.00)
001	40010			SALES TAX	(13,368,819.70)	(123,298.90)	(13,492,118.60)
				Total	(13,498,780.47)	(205,266.54)	(13,659,047.01)

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0620-53040			REPAIR & MAINT. - VEHICLES	72,570.77	53,695.64	126,266.41
001	5-0620-54500			CAPITAL OUTLAY-EQUIPMENT	-	28,272.00	28,272.00
001	5-0110-51070			CONTRACTED SALARIES	-	38,298.90	38,298.90
001	5-0110-53390			OTHER CONTRACTUAL SERVICES	79,435.00	40,000.00	119,435.00
001	5-0720-53040			REPAIR & MAINT. - VEHICLES	125,833.42	45,000.00	170,833.42
					277,839.19	205,266.54	483,105.73

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate revenue for expenditures (Police Vehicle Repairs, Police Grant Expense, City Manager Services, Legislative Consulting Services, Fire Vehicle Repairs)

Approved:

Mayor

Attest: _____

City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

7.

Meeting Date: 06/20/2022

Budget

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of the City of Shawnee budget for Fiscal Year 2022-2023.

Attachments

Memo

Interactive Budget



Finance

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: Consideration of Approval of Resolution to Adopt the Fiscal Year 2022-2023 Budget

Background: On May 16, 2022, the proposed Fiscal Year 2022-2023 Budget was presented to the City Board of Commissioners, and the budget was made available for review on the City of Shawnee website and at City Hall. On June 6, 2022, the proposed Fiscal Year 2022-2023 Budget was presented, and a formal public hearing was held.

In accordance with Title 11 of the Oklahoma Statutes, Chapter 1, Section 17, this agenda item is for consideration of a resolution to adopt the Fiscal Year 2022-2023 Budget.

Financial Impact: N/A.

Attachment: Resolution.

Staff Recommendation: Approval of resolution.

How to Navigate the City of Shawnee's Online Budget Book

This year, the City of Shawnee is again using OpenGov, which allows for an interactive experience with the City's budget, offering review by fund, by department, and by division, as well as a summary overview. Included in this guide is helpful information on how to navigate Shawnee's online budget book most easily.

It is important to note that OpenGov works best with Google Chrome.

The link below will take you to the City of Shawnee Online Budget Book.

<https://stories.opengov.com/shawneeok/published/82vLZCw50>

The online Budget Book opens to the Table of Contents. This page contains all of the links to look at the budget - in summary, by fund, or by division. Simply click on the desired hyperlink and the information will populate in a new window. Also included are links to information on the City Commission as well as the City Manager's budget message.

City of Shawnee Proposed Budget Fiscal Year 2022 - 2023 		
Introduction City Vision and Mission City Commission City Manager's Message Budget Summary Part 1 Budget Summary Part 2	Budget by Department/Division City Manager City Manager City Attorney Tourism Finance Finance Information Technology Information Technology City Clerk Municipal Court City Clerk Utility Billing Human Resources Human Resources Community Development Planning CDBG Administration Police Police Administration Police Patrol Criminal Investigations Division Animal Welfare Dispatch Emergency Management Fire Fire Administration Fire Suppression Fire Training Engineering Engineering	Budget by Department/Division continued Public Works Streets Traffic Control Parks Cemetery Pool Municipal Auditorium Community Center Senior Center Library Utility Administration Lake Operations Water Production Water Distribution North Sewer Treatment Plant South Sewer Treatment Plant Sewer Collection Building Maintenance Airport Airport Non-Departmental Expo Operations Debt Service Transfers Out Economic Development Sister Cities Workers' Compensation

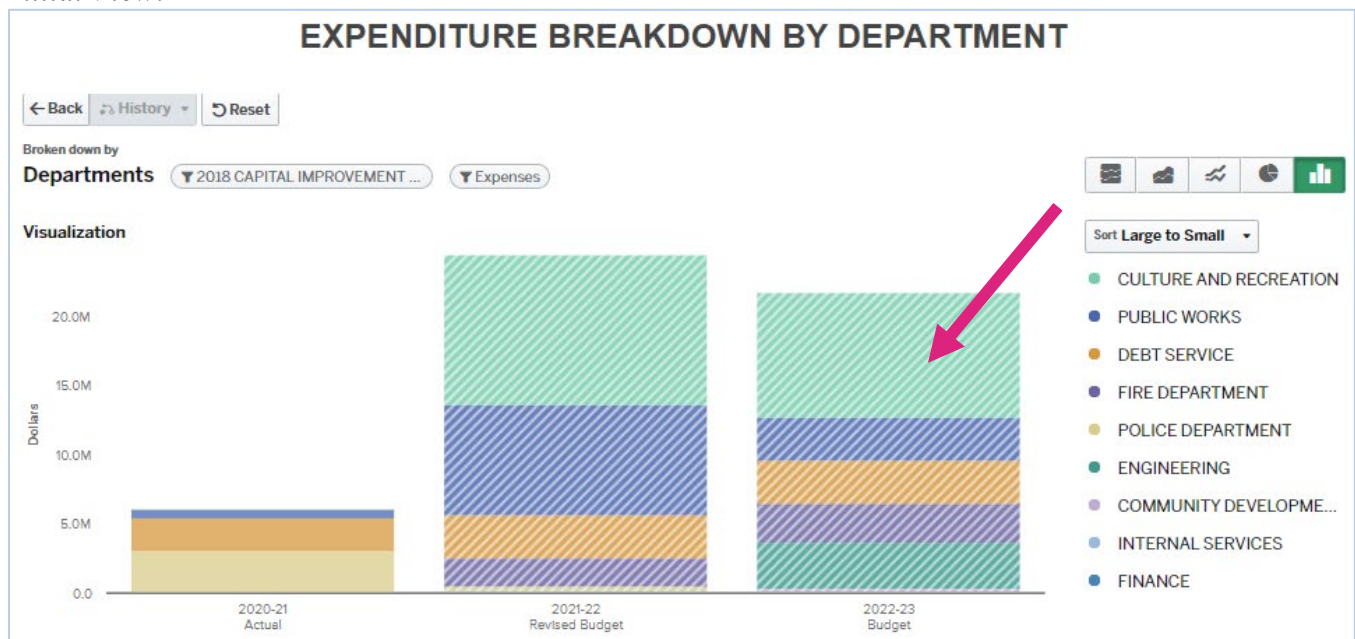
OpenGov comes with many features and additional hyperlinks are contained within the various Fund and Division pages.

In general, Fund pages show all Divisions that receive associated revenues:

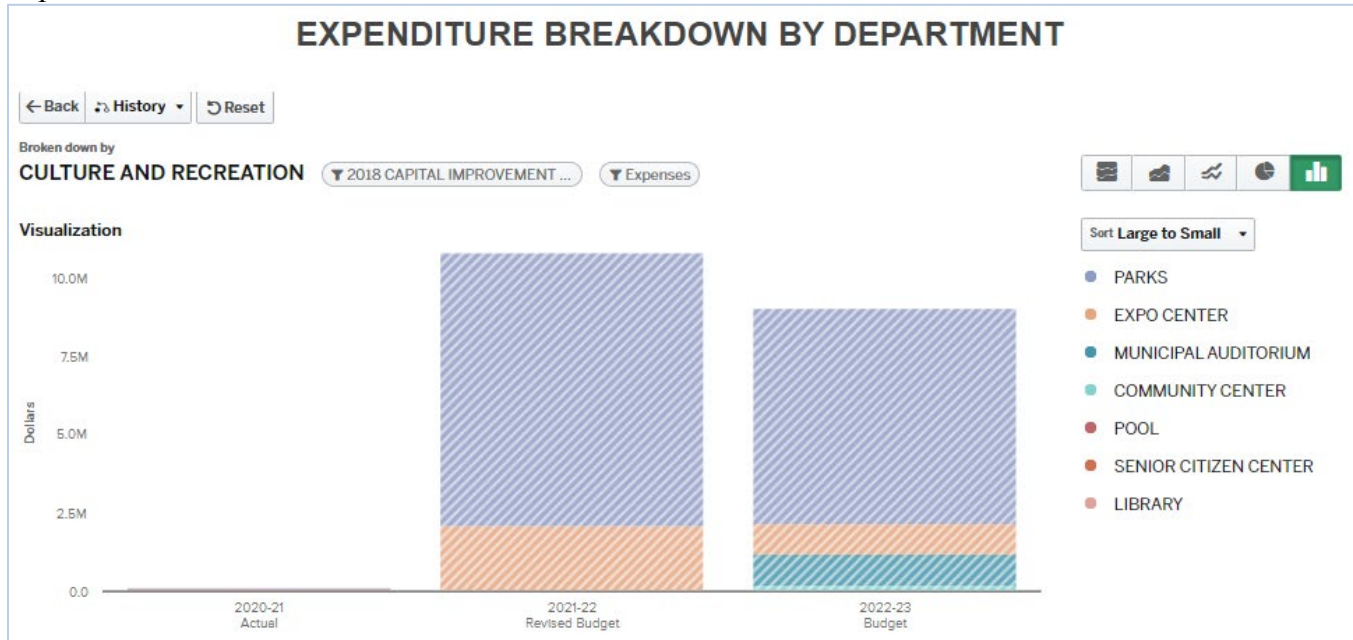


Within each page, certain graphs are dynamic and can be used to drill-down to more detailed information. For example, the 2018 Capital Improvement Fund “Expenditure Breakdown by Department” allows for the review of certain divisions, which is done by clicking on the portion of the graph which is of interest.

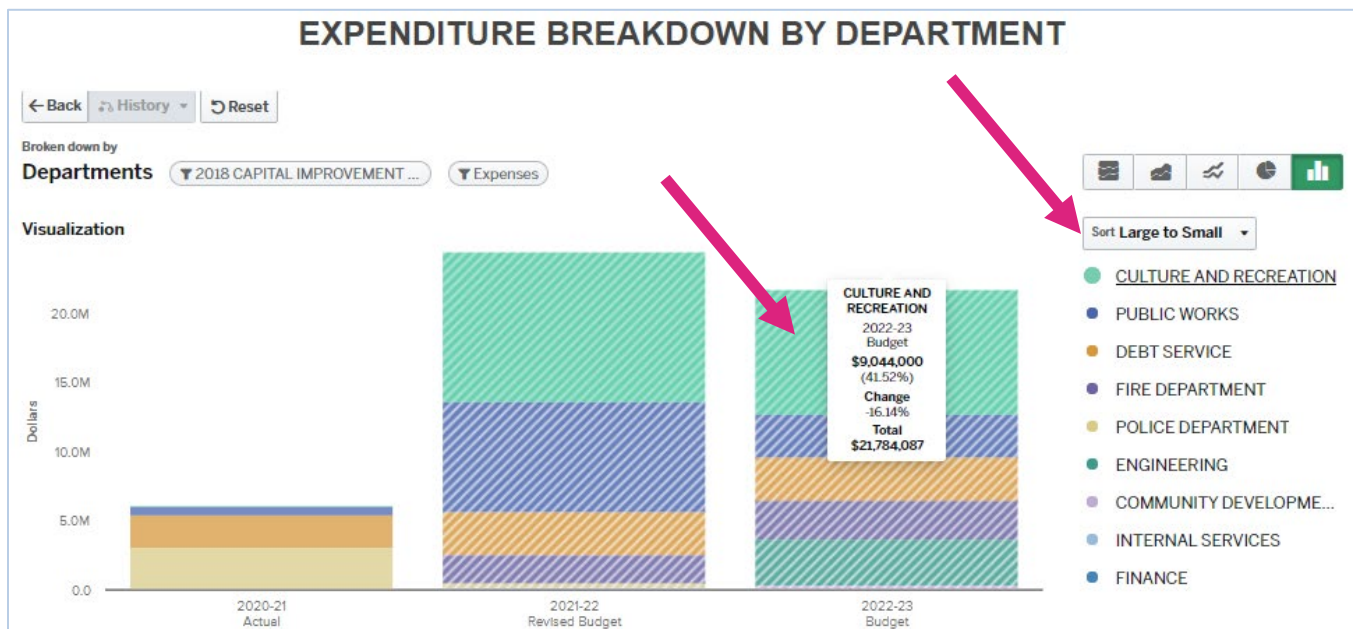
Initial View:



Department Level:



Hovering over a portion of a bar graph will also show the amount of a particular item.

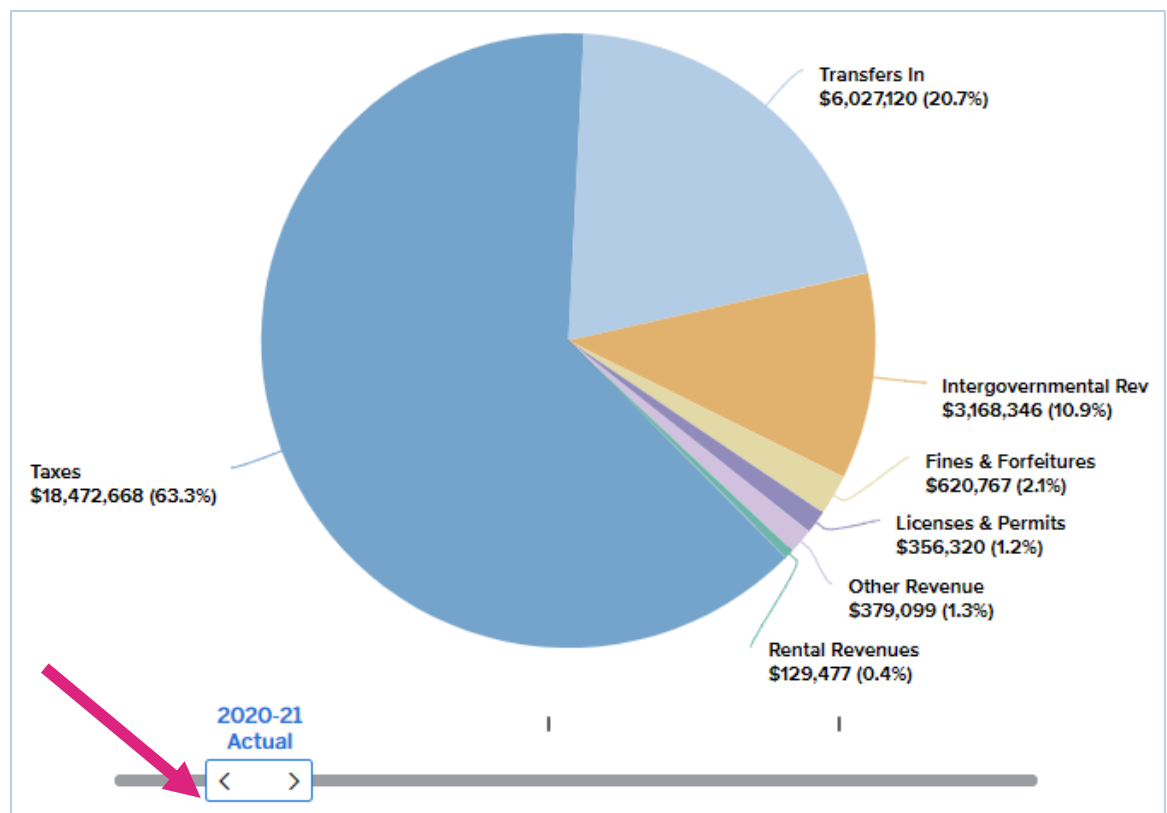
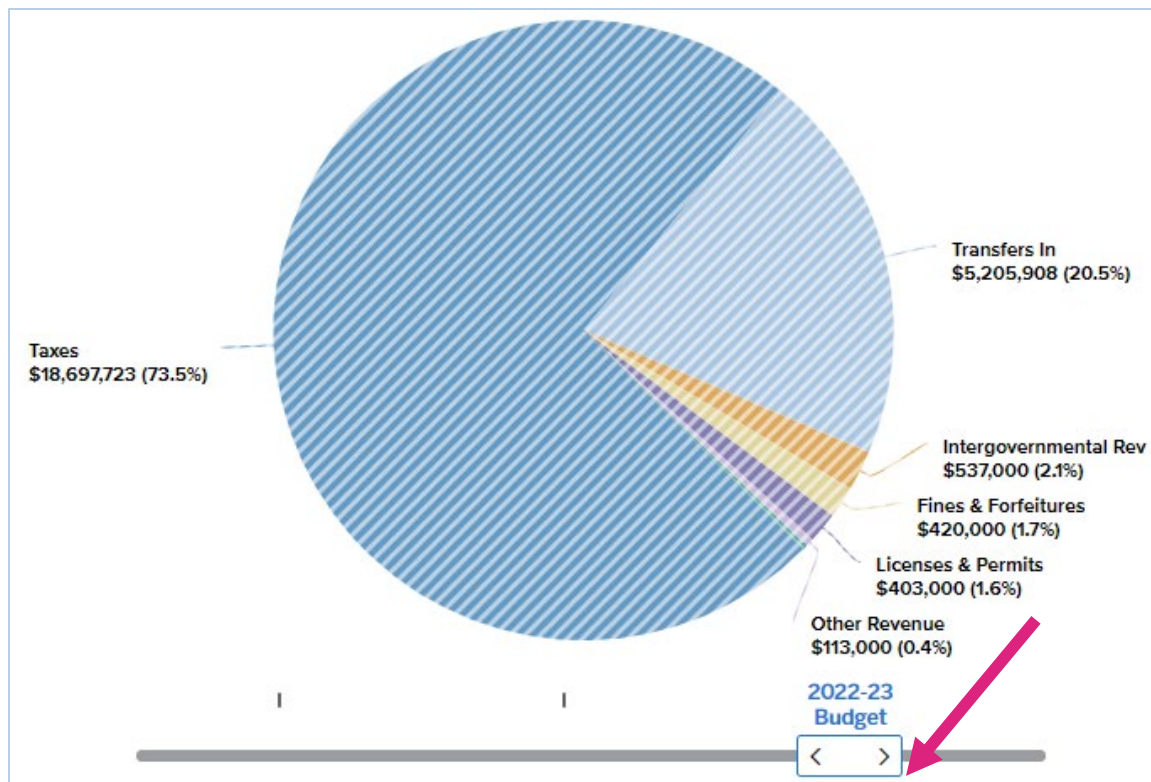


The graphs may also be sorted four different ways:

- A to Z
- Chart of Accounts
- Smallest to Largest
- Largest to Smallest

To use this feature, simply use the “Sort” dropdown on the top right-hand corner of the graph.

Additional functionality is provided within the pie charts that have a slider bar. This slider can be set to a prior year for comparison purposes.



Thank you so much for interest in the Fiscal Year 2022-2023 Budget for the City of Shawnee, Oklahoma.

Regular Board of Commissioners

8.

Meeting Date: 06/20/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution adopting the budget for the City of Shawnee, Oklahoma for the period of July 1, 2022 through June 30, 2023 finding all things requisite and necessary have been done in preparation and presentation of budget.

Attachments

Memo

Resolution



Finance

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: Consideration of Approval of Resolution to Adopt the Fiscal Year 2022-2023 Budget

Background: On May 16, 2022, the proposed Fiscal Year 2022-2023 Budget was presented to the City Board of Commissioners, and the budget was made available for review on the City of Shawnee website and at City Hall. On June 6, 2022, the proposed Fiscal Year 2022-2023 Budget was presented, and a formal public hearing was held.

In accordance with Title 11 of the Oklahoma Statutes, Chapter 1, Section 17, this agenda item is for consideration of a resolution to adopt the Fiscal Year 2022-2023 Budget.

Financial Impact: N/A.

Attachment: Resolution.

Staff Recommendation: Approval of resolution.

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023 FINDING ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTATION OF SAID BUDGET.

WHEREAS, the Charter of the City of Shawnee, Oklahoma, and statutes of the State of Oklahoma, require that an annual budget be prepared and presented to the City Commission of the City of Shawnee, Oklahoma, prior to the beginning of the fiscal year of said City, and that a public hearing be held thereon prior to the adoption of said budget; and

WHEREAS, the budget for the fiscal year July 1, 2022 through June 30, 2023, has heretofore been presented to the City Commission and due deliberation had thereon, and a public hearing having been held as required by Charter and/or statute, and all comments and objections have been considered; and a public hearing was held June 6, 2022 at City Hall Commission Chambers at 16th West 9th Street, Shawnee, Oklahoma.; and

WHEREAS, the following is a summary of the anticipated sources of revenue, and of the amounts appropriated, to wit:

001 GENERAL FUND	\$26,437,905
101 STREET & ALLEY FUND	\$453,900
102 E-911 FUND	\$279,849
104 ECONOMIC DEVELOPMENT FUND	\$337,500
105 SPAY/NEUTER FUND	\$2,200
106 HOTEL/MOTEL SURCHARGE	\$625,532
107 POLICE SALES TAX FUND	\$422,954
108 FIRE SALES TAX FUND	\$422,954
112 TAX INCREMENT FINANCE FUND	\$41,600
190 CDBG GRANT FUND	\$563,786
191 CDBG-CV-ODOC FUND	\$1,112,013
190 ESG-ODOC FUND	\$70,000
301 CAPITAL IMPROVEMENT FUND	\$2,623,349
302 STREET IMPROVEMENT FUND	\$3,329,816
303 2018 CAPITAL IMPROVEMENT FUND	\$21,784,087
304 AMERICAN RESCUE PLAN FUNDS	\$3,115,250
350 POOL FUND	\$437,369
601 WORK COMP SELF-INSUR FUND	\$673,025
701 LIBRARY FUND	\$84,136
702 CEMETERY PERPETUAL FUND	\$4,000
709 SISTER CITIES FUND	\$42,500

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

THAT the budget for the City of Shawnee, Oklahoma, now before the said City Commission for consideration, as herein above summarized, a complete copy of which is on file with the City Clerk, be, and the same is hereby adopted as the budget for the said City of Shawnee, Oklahoma, for the period of July 1, 2022 through June 30, 2023.

BE IT FURTHER RESOLVED that the said City Commission finds, determines and declares that all things requisite and necessary to the presentation and adoption of said budget have been performed as required by Charter and/or statute.

Passed and approved this 20th day of June, 2022

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

ED BOLT, MAYOR

SEAL
ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

9.

Meeting Date: 06/20/2022

Presentation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation on Public Safety Protection Districts and General Obligation Bonds by Bank of Oklahoma Financial Securities.

Attachments

Memo

Presentation



City Manager's Office

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Presentation on Public Safety Protection Districts and General Obligation Bonds by Bank of Oklahoma Financial Securities.

Background: Recent discussions of funding for the Fire Department included requests for information on Public Safety Protection Districts (PSPDs). City staff has been working with Chris Gander, Senior Vice President and Director of Oklahoma Municipal Finance, with BOK Financial Securities. Mr. Gander will provide an overview of Public Safety Protection Districts as well as General Obligation Bonds, and be available to answer questions of the City Commission.

Financial Impact: N/A

Attachment: Presentation Materials.

Staff Recommendation: This item is for informational purposes only.

DATE: June 20, 2022

City of Shawnee

Public Safety Districts and
General Obligation Bonds

PROVIDED BY
Chris Gander
cgander@bokf.com
(405) 831-0789



Public Safety Protection Districts

Senate Bill 838

Summary

An Act relating to cities and towns; creating the Oklahoma Public Safety Protection District Act; permitting municipalities to initiate creation of a public safety protection district; directing a resolution be submitted to the registered voters of each municipality; conferring powers; describing territory of the public safety protection district; providing for management and budgetary oversight; declaring a public safety protection district to be a political subdivision; requiring municipality to pay for election in proportions determined by county; providing for notice of election; stating question to be worded on the ballot; describing eligible voters; providing for conduct of election subject to general election laws; requiring majority of votes cast to establish district; directing filing of ordinance or resolution; providing for levy of annual assessment on certain property based on assessed value and specifying purpose thereof; specifying types of property to be assessed; providing exemptions; providing for a lien against property if assessment is unpaid; stating priority of lien; directing specified accounting procedures by certain county officers; directing certain costs be paid from the proceeds of the district; requiring interest to be charged on delinquent assessment; permitting dissolution of a public safety protection district and describing process therefor; defining term; providing for codification; and providing an effective date.

KEY POINTS

Public Safety District

- 1) Must be passed by registered voters.
- 2) Election requires 60% majority of all votes cast.
- 3) Assessment no greater than five (5) mills.
- 4) Proceeds can be used for:
 - A. Purchasing and maintaining public safety equipment;
 - B. Purchasing and maintaining public safety vehicles;
 - C. Payment of salaries and benefits of public safety employees;
 - D. Payment of salaries and benefits of employees who provide emergency medical services;
 - E. Funding emergency medical services provided by the municipality.
- 5) Projected annual revenue in Shawnee:

Mill Levy	Revenue
1	\$ 200,915
2	401,830
3	602,744
4	803,659
5	1,004,574

- 6) Earliest tax collections could begin is December of 2023.

General Obligation Bonds

- 1) Must be passed by registered voters.
- 2) Election requires 50% majority of all votes cast.
- 3) Assessment does not have limitation.
- 4) Proceeds can be used for capital projects only.
- 5) Projected bonding capacity at five (5) mills for ten (10) years:

Mill Levy	Revenue
5	\$10,000,000

- 6) Earliest tax collections could begin is December of 2023.

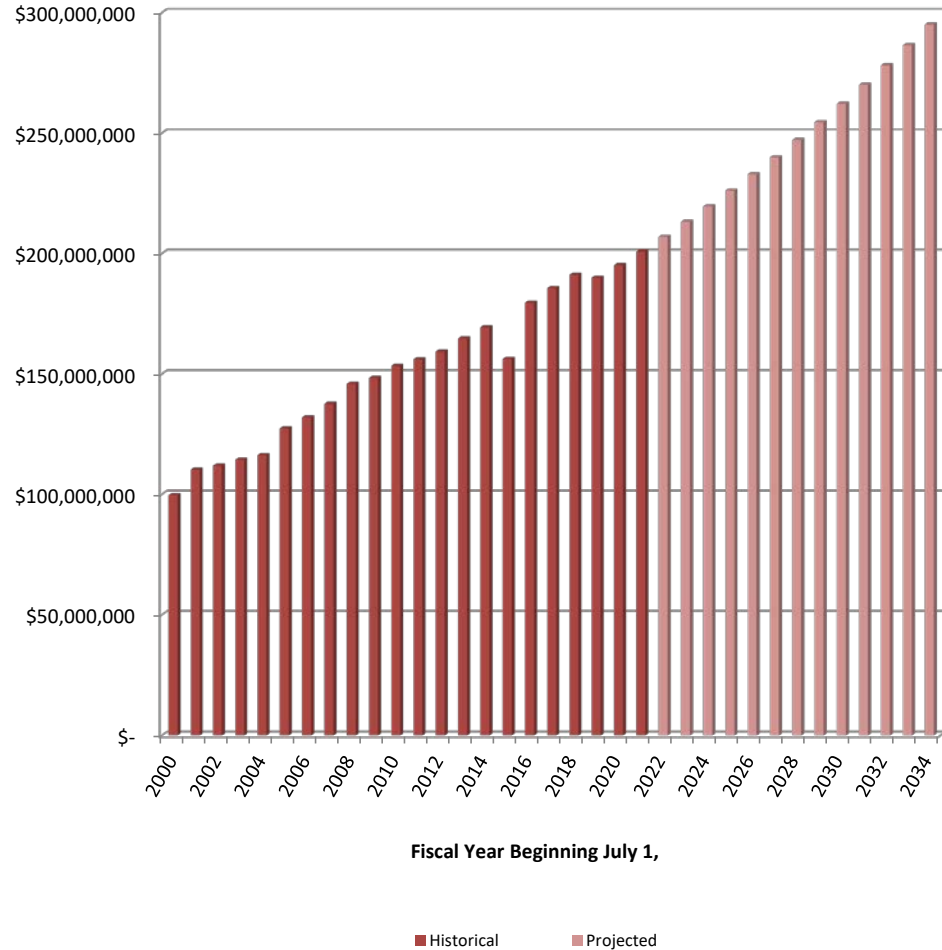
NET ASSESSED PROPERTY VALUATION ANALYSIS

	HISTORICAL	PROJECTED	
F.Y. Beg. July 1,	Net Assessed Valuation	Net Assessed Valuation	% Chng From Prev FY
2000	\$ 99,638,920		
2001	110,245,403		10.64%
2002	111,933,141		1.53%
2003	114,393,324		2.20%
2004	116,233,077		1.61%
2005	127,421,857		9.63%
2006	132,016,814		3.61%
2007	137,582,890		4.22%
2008	145,891,940		6.04%
2009	148,350,340		1.69%
2010	153,345,617		3.37%
2011	156,050,177		1.76%
2012	159,303,038		2.08%
2013	164,737,201		3.41%
2014	169,384,767		2.82%
2015	156,194,978		-7.79%
2016	179,615,695		14.99%
2017	185,606,706		3.34%
2018	191,161,307		2.99%
2019	189,945,717		-0.64%
2020	195,164,287		2.75%
2021	200,914,802		2.95%
2022		\$206,942,246	3.00%
2023		213,150,513	3.00%
2024		219,545,029	3.00%
2025		226,131,380	3.00%
2026		232,915,321	3.00%
2027		239,902,781	3.00%
2028		247,099,864	3.00%
2029		254,512,860	3.00%
2030		262,148,246	3.00%
2031		270,012,693	3.00%
2032		278,113,074	3.00%
2033		286,456,466	3.00%
2034		295,050,160	3.00%
2035		303,901,665	3.00%
2036		313,018,715	3.00%
2037		322,409,276	3.00%

Historical Average Growth Rate 3.49%
 Projected Average Growth Rate 3.00%

Note: Projected NAV growth rate determined after discussion with City.

HISTORICAL & PROJECTED NET ASSESSED PROPERTY VALUATIONS



CITY OF SHAWNEE, OKLAHOMA

HISTORICAL TOTAL PROPERTY TAXES

Tax Year Beg. July 1,	Mill Levies By Taxing Entity					Total Taxes Paid			
	City of Shawnee	School District	Pottawatomie County	Vo-Tech	Total	Real Property Taxable Market Value			
						\$50,000	\$100,000	\$150,000	\$250,000
2000	2.50	59.70	20.81	14.18	97.19	\$ 485.95	\$ 1,069.09	\$ 1,652.23	\$ 2,818.51
2001	1.84	59.10	20.81	15.18	96.93	484.65	1,066.23	1,647.81	2,810.97
2002	0.56	59.23	20.81	15.18	95.78	478.90	1,053.58	1,628.26	2,777.62
2003	0.85	59.74	20.81	15.18	96.58	482.90	1,062.38	1,641.86	2,800.82
2004	0.82	59.55	20.81	15.18	96.36	481.80	1,059.96	1,638.12	2,794.44
2005	0.81	56.72	20.81	15.18	93.52	467.60	1,028.72	1,589.84	2,712.08
2006	0.69	61.55	20.81	15.18	98.23	491.15	1,080.53	1,669.91	2,848.67
2007	0.60	60.52	20.81	15.18	97.11	485.55	1,068.21	1,650.87	2,816.19
2008	0.00	59.31	22.81	15.18	97.30	486.50	1,070.30	1,654.10	2,821.70
2009	0.00	60.05	22.81	15.18	98.04	490.20	1,078.44	1,666.68	2,843.16
2010	0.00	64.71	22.81	15.18	102.70	513.50	1,129.70	1,745.90	2,978.30
2011	0.00	63.52	22.81	15.18	101.51	507.55	1,116.61	1,725.67	2,943.79
2012	0.00	62.52	22.81	15.18	100.51	502.55	1,105.61	1,708.67	2,914.79
2013	0.00	62.40	22.81	15.18	100.39	501.95	1,104.29	1,706.63	2,911.31
2014	0.00	62.03	22.81	15.18	100.02	500.10	1,100.22	1,700.34	2,900.58
2015	0.00	61.86	22.81	15.18	99.85	499.25	1,098.35	1,697.45	2,895.65
2016	0.00	64.05	22.81	15.18	102.04	510.20	1,122.44	1,734.68	2,959.16
2017	0.00	62.92	22.81	15.18	100.91	504.55	1,110.01	1,715.47	2,926.39
2018	0.00	64.34	22.81	15.18	102.33	511.65	1,125.63	1,739.61	2,967.57
2019	0.00	66.42	22.81	15.18	104.41	522.05	1,148.51	1,774.97	3,027.89
2020	0.00	63.05	22.81	15.18	101.04	505.20	1,111.44	1,717.68	2,930.16
2021	0.00	62.77	22.81	15.18	100.76	503.80	1,108.36	1,712.92	2,922.04

PROJECTED TOTAL PROPERTY TAXES

Following Public Safety District or Future G.O. Bond Issuance at 5 Mills

Tax Year Beg. July 1,	Mill Levies By Taxing Entity					Total Taxes Paid			
	City of Shawnee	School District	Pottawatomie County	Vo-Tech	Total	Real Property Taxable Market Value			
						\$50,000	\$100,000	\$150,000	\$250,000
2022	5.00	62.77	22.81	15.18	105.76	\$ 528.80	\$ 1,163.36	\$ 1,797.92	\$ 3,067.04
<u>Change in total property tax</u>						\$ 25.00	\$ 55.00	\$ 85.00	\$ 145.00

- NOTES:
- 1) Schedule applies only to taxpayers located in the City of Shawnee.
 - 2) Assume \$1,000 homestead exemption.
 - 3) Assumes levies for County & Vo-Tech remain at 2021 levels.
 - 4) Based upon average interest rates on future bond issues as shown on previous pages of this analysis.
 - 5) Assumes the assessment ratio for real property remains at 12% in Pottawatomie County.
 - 6) Assumes property valuations for the City grow as projected within this analysis.

Regular Board of Commissioners

10.

Meeting Date: 06/20/2022

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an Agreement with Central Oklahoma Community Action Agency/Central Oklahoma Transit System for Fiscal Year 2022-2023.

Attachments

Memo

Packet

Contract



City Manager's Office

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Consideration of an Agreement with Central Oklahoma Community Action Agency / Central Oklahoma Transit System for Fiscal Year 2022-2023.

Background: The City of Shawnee has long partnered with Central Oklahoma Community Action Agency (COCAA) and their transportation arm, Central Oklahoma Transit System (COTS) to provide public transportation services to the people of Shawnee.

Each year COCAA submits a funding proposal to the City of Shawnee, which is then reviewed by the Community Service Contract Review Committee (CSCRC). For Fiscal Year 2023 COCAA requested an increase from \$75,000 to \$85,000.

Following City staff's recommendation, the CSCRC approved a recommendation to the City Commission to increase funding to \$80,000 for Fiscal Year 2023.

Financial Impact: \$80,000 for Fiscal Year 2023, budgeted in the General Fund, City Manager, Community Service Contracts, 001-0110-53300-000.

Attachment: Funding Proposal and Fiscal Year 2023 Agreement.

Staff Recommendation: Approval of the item.



Central Oklahoma Community Action Agency

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

March 28, 2022

Administration
405.275.6060

Central
Oklahoma
Transit
System (COTS)
405.273.3000

Ms. Kacie Eck
City of Shawnee
P.O. Box 1448
Shawnee, Ok 74802-1448

Dear Ms. Eck:

Rx for OK
1.800.256.5940

Central Oklahoma Community Action Agency (COCAA) is a 501(c)3 non-profit organization that has been in operation since 1968. It operates the Central Oklahoma Transit System (COTS) which has operated since 1998. COCAA is requesting continued financial support from the City of Shawnee for the COTS program and is vital in maintaining and growing transportation services to the City and the region.

Community Resource
Development Offices

COCAA's administrative office, COTS, and our other Pottawatomie county services are located in the Shawnee downtown area. COCAA currently employs 30 staff members, of which 12 are staff for the COTS program.

Cleveland
405.701.2170
405.434.6100

COTS operates ten mini vans and one micro-bus for on-demand transportation pickups in Pottawatomie and Seminole Counties. Hours of operation are 7am to 8pm Monday through Friday, and Saturday 8am till 5pm. There are a couple of other transportation systems in Shawnee. However, they do not offer the same services. Executive Cab is not ADA compliant. All COTS vehicles are ADA compliant. Citizen Potawatomi Nation Transit does not transport dialysis patients. COTS program transports for dialysis and other medical appointments. COTS hours also are different than the other two services.

Lincoln
405.695.1630

Logan
405.466.8249

COTS transports clients in the Shawnee city limits to areas in the Shawnee city limits for \$4.00 one way. If they are low-income seniors or veterans who qualify may schedule a ride for a discounted rate at \$2.00 one way. Outside the city limits, the cost will vary depending on where they start and where they are being transported, based on mileage. Rides must be scheduled at least 48 hours in advance.

Payne
405.624.2533

Pottawatomie
405.275.6060

For the 2021 year, COTS ran 141,635 revenue miles and provided 14,278 passenger trips. Passenger trips were up 22% over last year and revenue miles were up 13%. 10,511, or 73%, of these passenger trips were City of Shawnee residents. While passenger trips did increase this past year, COTS is still dealing with the COVID pandemic. COTS is still taking precautions and following FTA protocols in which drivers and clients are still required to wear masks. In addition to masks, COTS still continues to provide PPE equipment such as gloves and sanitizing equipment. COTS continues to use sanitizing sprays to spray vehicles as well as office areas on a regular basis.

Seminole
405.382.1800

Volunteers
Impacting
People
(VIP)
405.275.7910

Over the last year, COTS has been short staffed due to contact tracing or illnesses. However, in order to assist so that COTS still has available drivers, COTS hired two part-time drivers to either fill-in when staff were out or to provide an additional vehicle to provide transportation.

The following is a breakdown of City of Shawnee rides for the last two years. There are some changes in the categories. The Medical/SoonerRide category was updated so it could be separated out into the two categories. COVID-19 category was added in 2020. It continues to be used during the pandemic. The COVID-19 category shows trips where the drivers provided assistance in picking up and delivering pre-purchased orders for homebound individuals or those high risk categories that didn't get out of their homes during the pandemic. COTS also provides free transportation to those wanting to receive the vaccine.

Types of Rides	2020 (Annual numbers)	2021 (Annual numbers)
Education	235	224
Employment	2,138	2,447
Other/Nutrition	340	357
Recreation	235	195
Shopping	404	316
Medical	5,986	3,152
SoonerRide		3,599
COVID – 19	480	221
Total	9,818	10,511

COTS looks forward to providing leadership in coordinating efforts to expand transportation services for the City of Shawnee through work with partnerships including the City of Shawnee, other transit systems, and other funders. The City's financial support is vital to growing the program. The City's funding is just a part of the COTS annual budget. Other funding sources that assist with the annual budget includes Community Services Block Grant, ODOT 5311 grant, ODOT 5339 grants, State Revolving Funds, LogistiCare, and revenue received from the fares collected. Local funds help with the matching dollars required for federal funds.

During this time of the COVID-19 pandemic, COTS is considered an essential service to continue to serve the City of Shawnee residents so they can receive medical treatments, including dialysis. COTS staff is still working hard to provide vital services to its Shawnee residents.

In the request for proposal, it request any proposed changes to existing contract language or funding levels. COCAA doesn't have any contract language changes.

COCAA would like to request the continued support of the COTS program in the amount of \$85,000. This funding would be used for the following:

Drivers' salaries and fringe	\$50,500
Fuel	\$20,000
Vehicle insurance	\$ 5,000
Vehicle maintenance and repair	<u>\$ 9,500</u>
Total	\$85,000

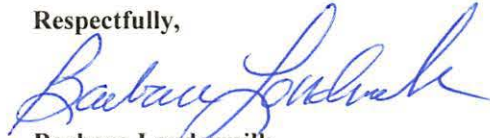
This budget includes one full-time driver and one part-time driver. The budget includes an increase in fuel costs as the fuel prices have almost doubled in the last year and continue to rise. COTS has hired two part-time drivers to work as back-up drivers for the full-time staff when they are out on leave or illness or to add additional trips. These part-time drivers will have to complete all the necessary FTA required safety trainings as all of our full-time drivers must complete to be able to driver for our agency.

Over the last year, COTS has been able to purchase one 10-passenger micro-bus under the 5339b grant. COTS also purchased one mini-van and is waiting on another 10-passenger micro-bus through the 5310 grant.

The request for proposal requests a copy of COCAA's audit. The audit for 3/31/2021 is complete and has been included with this proposal.

Central Oklahoma Community Action Agency appreciates the City's continuing support of the Central Oklahoma Transit System. If you have any questions or need anything further, please feel free to contact us.

Respectfully,



Barbara Loudermilk
Executive Director



Tina Lowery
COTS Director

Enclosures

Central Oklahoma Community Action Agency, Inc.
Shawnee, Oklahoma

***REPORT ON AUDIT OF FINANCIAL STATEMENTS
AND SUPPLEMENTAL INFORMATION***

For the Year Ended March 31, 2021

SAUNDERS & ASSOCIATES, PLLC
Certified Public Accountants

***630 East 17th Street
P. O. Box 1406
Ada, Oklahoma 74820
(580) 332-8548
FAX: (580) 332-2272
Website: www.saunderscpas.com***

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

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Saunders & Associates, PLLC

Certified Public Accountants

630 East 17th Street * P. O. Box 1406 * Ada, Oklahoma 74820 * (580) 332-8548 * FAX: (580) 332-2272
Website: www.saunderscpas.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Central Oklahoma Community Action Agency, Inc.

We have audited the accompanying financial statements of Central Oklahoma Community Action Agency, Inc. (a nonprofit organization), which comprise the statement of financial position as of March 31, 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Central Oklahoma Community Action Agency, Inc.'s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Central Oklahoma Community Action Agency, Inc.'s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Central Oklahoma Community Action Agency, Inc. as of March 31, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), is presented for purposes of additional analysis and is not a required part of the financial statements. In addition, the accompanying supplemental information, as listed in the preceding table of contents, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required By Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 27, 2021 on our consideration of Central Oklahoma Community Action Agency, Inc.'s internal control over financial reporting and on our tests of compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of Central Oklahoma Community Action Agency, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Central Oklahoma Community Action Agency, Inc.'s internal control over financial reporting and compliance.

Saunders & Associates PLLC

SAUNDERS & ASSOCIATES, PLLC
Certified Public Accountants
Ada, Oklahoma

December 27, 2021

FINANCIAL STATEMENTS

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

STATEMENT OF FINANCIAL POSITION

March 31, 2021

Assets

Cash and Cash Equivalents	\$ 144,669
Accounts Receivable	419,237
Prepaid Expenses and Other Assets	12,959
Property and Equipment, Net	590,296
Total Assets	<u>\$ 1,167,161</u>

Liabilities

Accounts Payable	\$ 52,409
Accrued Expenses	98,666
Deferred Revenue	400
Note Payable	39,339
Total Liabilities	<u>190,814</u>

Net Assets

Without Donor Restrictions	300,885
With Donor Restrictions	675,462
Total Net Assets	<u>976,347</u>

TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,167,161</u>
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* The accompanying notes are an integral part of the financial statements.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

STATEMENT OF ACTIVITIES

For the Year Ended March 31, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
<u>REVENUES</u>			
Federal Grants	\$ 0	\$ 1,468,759	\$ 1,468,759
State Grants	0	101,657	101,657
Local Grants	71,400	104,053	175,453
Donations	0	0	0
Program Revenue	26,570	332,656	359,226
Rental Revenue	15,100	9,651	24,751
United Way Allocation	0	10,348	10,348
In-Kind Revenues	0	20,136	20,136
Matching Revenue	0	0	0
Insure Oklahoma Revenue	0	26,060	26,060
Other Revenue	0	(113)	(113)
Net Assets Released From Restrictions	<u>1,867,685</u>	<u>(1,867,685)</u>	<u>0</u>
 Total Revenues	 <u>1,980,755</u>	 <u>205,522</u>	 <u>2,186,277</u>
<u>EXPENSES</u>			
Program Expenses	1,396,353	0	1,396,353
Supporting Services -			
General and Administrative	632,287	0	632,287
Fundraising Expenses	0	0	0
Total Expenses	<u>2,028,640</u>	<u>0</u>	<u>2,028,640</u>
 Changes in Net Assets	 (47,885)	 205,522	 157,637
 Net Assets, Beginning of Year	 <u>348,770</u>	 <u>469,940</u>	 <u>818,710</u>
 NET ASSETS, END OF YEAR	 <u>\$ 300,885</u>	 <u>\$ 675,462</u>	 <u>\$ 976,347</u>

* The accompanying notes are an integral part of the financial statements.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended March 31, 2021

EXPENSES	Program Expenses	Supporting Services		Total Expenses
		General and Administrative	Fundraising Expenses	
Salaries	\$ 589,808	\$ 331,767	\$ 0	\$ 921,575
Fringe Benefits	173,048	97,340	0	270,388
Contracted Expenses	34,731	19,535	0	54,266
Administration	0	0	0	0
Client Assistance	280,852	0	0	280,852
Training	5,559	0	0	5,559
Maintenance and Repairs	29,066	3,230	0	32,296
Rent and Storage	31,810	59,076	0	90,886
Utilities	2,344	1,318	0	3,662
Travel	57,385	19,128	0	76,513
Supplies	25,322	10,852	0	36,174
In-Kind Expense	20,136	0	0	20,136
Interest	15,876	0	0	15,876
Depreciation	28,406	12,173	0	40,579
Other Expense	30,343	13,225	0	43,568
Pass-Through Grant	23,947	0	0	23,947
Insurance	20,872	20,872	0	41,744
Advertising	0	7,178	0	7,178
Telephone	0	36,593	0	36,593
Direct Expense	26,848	0	0	26,848
TOTAL EXPENSES	\$ 1,396,353	\$ 632,287	\$ 0	\$ 2,028,640

* The accompanying notes are an integral part of the financial statements.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

STATEMENT OF CASH FLOWS

For the Year Ended March 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES

Cash Provided (Used) by Operating Activities:

Change in Net Assets \$ 157,637

Adjustments to Reconcile Change in Net Assets to

Net Cash Provided (Used) by Operating Activities:

Depreciation 40,579

Gain on Sale of Assets 0

Changes in:

Accounts Receivable (197,383)

Prepaid Expenses (5,011)

Deferred Revenue 0

Accrued Expenses 50,614

Accounts Payable 27,922

Net Cash Provided (Used) by Operating Activities 74,358

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Equipment (27,951)

Proceeds from Sale of Property 0

Net Cash Provided (Used) by Investing Activities (27,951)

CASH FLOWS FROM FINANCING ACTIVITIES

Note Received 0

Principle Payment on Notes Payable (4,835)

Net Cash Provided (Used) by Financing Activities (4,835)

Net Increase (Decrease) in Cash 41,572

Cash and Cash Equivalents, Beginning of Year 103,097

CASH AND EQUIVALENTS, END OF YEAR \$ 144,669

* The accompanying notes are an integral part of the financial statements.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS

March 31, 2021

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the significant accounting policies applied in the preparation of the accompanying financial statements is as follows:

Background – Central Oklahoma Community Action Agency, Inc. (COCAA), originally organized as Action, Incorporated is a nonprofit corporation established under the laws of the State of Oklahoma. COCAA was established to assist in developing, executing, and coordinating plans and programs authorized under the Economic Opportunity Act of 1964, and its subsequent amendments and other federal, state, and local laws and programs to alleviate poverty. The programs supported by COCAA include homeless shelters, food closets, transitional housing, transportation services, community centers, health clinics, and other services to promote self-sufficiency in low-income persons. These services are funded by various federal and state grants, as well as local government and private entity contracts, private grants, donations, and fees from those persons served. COCAA provides services in Pottawatomie, Cleveland, Logan, Payne, Seminole, and Lincoln Counties.

Basis of Accounting – The financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles in the United States of America.

Financial Statement Presentation – The Organization is required to report information regarding its financial position and activities based on the existence of absence of donor-imposed restrictions as follows:

Net Assets Without Donor Restrictions – Net assets that are not subject to donor imposed restrictions.

Board Designated Net Assets – Net assets without donor restrictions subject to self-imposed limits by action of the governing board. Board designated net assets may be earmarked for future programs, investment, contingencies, purchase or construction of fixed assets or other uses. COCAA currently has no board designated net assets.

Net Assets With Donor Imposed Restrictions – Net assets subject to donor-imposed stipulations that can be met either by actions of the Organization or the passage of time. Contributions with donor-imposed restrictions that are met in the same period as the contribution are accounted for as unrestricted contributions.

Estimates – The preparation of financial statements in conformity with the cash receipts and disbursements method of accounting requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents – The Organization defines cash and cash equivalents to be all cash and certificates of deposit with original maturities of three months or less. Cash equivalents of \$144,669 as of March 31, 2021 were invested with a major local financial institution.

Land, Building, and Equipment – Fixed assets with a historical cost when purchased or fair market value when donated of \$500 or more are capitalized. Depreciation on fixed assets is computed on the following estimated useful lives of the assets:

Buildings	20 years
Furniture	10 years
Computer equipment	5 years
Office equipment	5 – 10 years

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS

March 31, 2021

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Advertising Expenses – Advertising costs are expensed as incurred. The Organization incurred advertising expenses of \$7,178 for the year ended March 31, 2021.

Allocated Expenses – Expenses by function have been allocated among program and supporting services classifications on the basis of time records on a reasonable basis which has been consistently applied. The expenses allocated are:

<u>Allocation Basis</u>	<u>Type of Cost</u>
Time Studies	Administrative Staff
Total Revenues	Auditing Services, Directors and Officers Liability Insurance, Dishonesty Bond
Square Footage	Space Costs, Utilities, Telephone

Concentrations of Credit Risk – Financial instruments, which potentially subject the Organization to concentrations of credit risk consist primarily of cash and cash equivalents, short-term investments and grants receivable. The Organization places its cash and certificates of deposit with high quality financial institutions. The Organization's management believes that credit risk has been reduced to an acceptable level and that the likelihood of material loss is low.

Subsequent Events – Management of COCAA has evaluated subsequent events through December 27, 2021, which is the date the financial statements were available to be issued.

Income Taxes and Uncertain Tax Positions – The Central Oklahoma Community Action Agency, Inc. (COCAA) qualifies as an organization exempt from income taxes under Section 501(c)(3) of the *Internal Revenue Code* and is subject to a tax on income from any unrelated business, as defined by Section 509(a)(1). COCAA currently has no unrelated business income. Accordingly, no provision for income taxes has been recorded.

COCAA has adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return only when it is determined that the income tax position will more-likely-than-not be sustained upon examinations by taxing authorities. COCAA has analyzed tax positions taken for filing with the Internal Revenue Service and the Oklahoma Tax Commission and that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the financial condition, results of operations, or cash flows. Accordingly, COCAA has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions. Additionally, COCAA is subject to routine audits by taxing authorities for as far back as the previous three filing periods. There are currently no audits for any tax periods in progress.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS

March 31, 2021

NOTE 2: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects COCAA's financial assets as of the statement of financial position date, reduced by amounts not available for general use because of contractual or donor-imposed restrictions or board mandated restriction within one year of the statement of financial position date. Donor-restricted resources are available to support general expenditures to the extent that restrictions on those resources will be met by conducting the normal activities of COCAA's programs in the coming year.

Financial assets at year end	\$ 563,906
Less those unavailable for general expenditures within one year	
Contractual or Donor Imposed Restrictions	<u>0</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 563,906</u>

NOTE 3: CASH AND INVESTMENTS

Deposits with banks and financial institutions are carried at monetary value. The table presented below is designed to disclose the level of custody credit risk assumed by the Organization based upon how its deposits were insured or secured with collateral at March 31, 2021. The categories of credit risk are defined as follows:

Category 1 – Insured by FDIC or collateralized by securities held by the Organization or by its agent in its name.

Category 2 – Uninsured but collateralized with securities held by the pledging financial institution's trust department or agent in the Organization's name.

Category 3 – Deposits which are not collateralized or insured.

A summary of the deposits at March 31, 2021 consisted of the followings:

<u>Type of Deposits</u>	<u>March 31, 2021</u>				
	<u>Balance</u>	<u>Custody (Category 1)</u>	<u>Credit Risk (Category 2)</u>	<u>Uninsured (Category 3)</u>	<u>Carrying Value</u>
Demand Deposits	\$ <u>202,334</u>	\$ <u>202,334</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

NOTE 4: ACCOUNTS RECEIVABLE

Accounts receivable, consisting of advances to sub-grantees and local project service contracts are carried at monetary value. The Organization did not recognize any allowance for uncollectible amounts at March 31, 2021.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS

March 31, 2021

NOTE 5: FIXED ASSETS

A summary of changes in fixed assets for the year ended March 31, 2021, is as follows:

	<u>03/31/20</u>	<u>Additions</u>	<u>Dispositions</u>	<u>03/31/21</u>
Land	\$ 133,160	\$ 0	\$ 0	\$ 133,160
Buildings	686,417	0	0	686,417
Furniture and Equipment	25,676	27,951	0	53,627
Vehicles	<u>260,672</u>	<u>0</u>	<u>0</u>	<u>260,672</u>
Total	1,105,925	27,951	0	1,133,876
Accumulated Depreciation	<u>(503,001)</u>	<u>(40,579)</u>	<u>0</u>	<u>(543,580)</u>
Fixed Assets, Net	<u>\$ 602,924</u>	<u>\$ (12,628)</u>	<u>\$ 0</u>	<u>\$ 590,296</u>

Current year depreciation totaled \$40,579 and was charged to the Central Oklahoma Transit System Fund 500 and the General Fund 990.

NOTE 6: RETIREMENT PLAN

COCAA has a defined contribution 401(k) pension plan covering substantially all of its employees. Employees are vested after one year of service and contributions are matched to employee contributions with a cap at 5%. The contributions during 2021 were \$26,559.

NOTE 7: RELATED PARTY TRANSACTIONS

COCAA provided services to individuals who were related to management or the governing body. Services provided to the related persons included medical care, financial counseling, housing assistance, food, life skills training, weatherization assistance, energy efficiency education, tax preparation, utility assistance, transportation and rent/mortgage assistance. The Board of Directors approves all such transactions.

NOTE 8: ECONOMIC DEPENDENCY

COCAA receives a significant portion of its revenue from funds provided through federal and state grants. The grant amounts are appropriated each year by the federal and state agencies. If significant budget cuts are made at the federal and/or state level, the amount of the funds the organization receives could be reduced significantly and have an adverse impact on its operations.

NOTE 9: NOTE PAYABLE

A loan dated January 6, 2021 was obtained to purchase a building for renovation. A COCAA CD was used as collateral for the note. The entire note is considered current. The note was for \$45,000 with an interest rate of 3.7% and a balance of \$39,339 as of March 31, 2021.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS

March 31, 2021

NOTE 10: LEASES

COCAA leases certain property with terms of 12 months or less. The leases are classified as short term operating leases with subsequent year obligations totaling approximately \$93,022 for the year ended March 31, 2021. Rental expense for leased property for the ended March 31, 2021 was \$93,022.

NOTE 11: CONTINGENT LIABILITIES

In the normal course of operations, the Organization participates in a number of federal and state assisted grant programs. These programs are subject to audit by the grantors or their representatives. Such audits could lead to requests for reimbursement to the grantor agency for expenditures disallowed under the terms of the grant. Presently, the Organization has no such requests pending, and in the opinion of management, any such amounts would not be considered material.

NOTE 12: RISKS AND UNCERTAINTIES

In early March 2021, the COVID-19 virus was declared a global pandemic, and it unfortunately continues to spread rapidly. Business continuity, including supply chains and consumer demand across a broad range of industries and countries, could be severely impacted for months or more, as governments and their citizens take significant and unprecedented measures to mitigate the consequences of the pandemic. Management is carefully monitoring the situation and evaluating its options during this time. No adjustments have been made to these financial statements as a result of this uncertainty.

Saunders & Associates, PLLC

Certified Public Accountants

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors
Central Oklahoma Community Action Agency, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Central Oklahoma Community Action Agency, Inc. (a non-profit organization), which comprise the statement of financial position as of March 31, 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 27, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Central Oklahoma Community Action Agency, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Central Oklahoma Community Action Agency, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Central Oklahoma Community Action Agency, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of Central Oklahoma Community Action Agency, Inc.'s financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Central Oklahoma Community Action Agency, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of Central Oklahoma Community Action Agency, Inc.'s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Central Oklahoma Community Action Agency, Inc.'s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Saunders & Associates PLLC

SAUNDERS & ASSOCIATES, PLLC
Certified Public Accountants
Ada, Oklahoma

December 27, 2021

Saunders & Associates, PLLC

Certified Public Accountants

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Central Oklahoma Community Action Agency, Inc.

Report on Compliance for Each Major Program

We have audited Central Oklahoma Community Action Agency, Inc.'s compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each of Central Oklahoma Community Action Agency, Inc.'s major federal programs for the year ended March 31, 2021. Central Oklahoma Community Action Agency, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Central Oklahoma Community Action Agency, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Central Oklahoma Community Action Agency, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Central Oklahoma Community Action Agency, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Central Oklahoma Community Action Agency, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended March 31, 2021.

Report on Internal Control Over Compliance

Management of Central Oklahoma Community Action Agency, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Central Oklahoma Community Action Agency, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on a major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Central Oklahoma Community Action Agency, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected, and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Saunders & Associates PLLC

SAUNDERS & ASSOCIATES, PLLC
Certified Public Accountants
Ada, Oklahoma

December 27, 2021

SUPPLEMENTAL INFORMATION

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

March 31, 2021

Federal Grantor Pass-Through Grantor/Program Title	Fund No.	CFDA No.	Pass - Through Entity Identifying Number	Grantor No.	Expenditures
Federal Programs:					
U. S. Department of Health and Human Services:					
<u>Oklahoma Department of Commerce:</u>			94776655		
Community Services Block Grant	900	93.569		18007 CSBG CR 20 \$	4,850
Community Services Block Grant	904	93.569		17604 CSBG 19 & 18043 20	5,644
Community Services Block Grant	362	93.569		18099 CSBG 20	28,409
Community Services Block Grant	362	93.569		17690 CSBG 19	18,799
Community Services Block Grant	361	93.569		17479 CSBG 19	610
Community Services Block Grant	360	93.569		17736 CSBG 19	10,909
Community Services Block Grant	905	93.569		17495 CSBG 19	6,057
Community Services Block Grant	909	93.569		17788 CSBG 20	14,396
Community Services Block Grant	911	93.569		17872 CSBG 20	134,282
Community Services Block Grant	915	93.569		17434CSBG 19	349,141
Community Services Block Grant	916	93.569		17774 CSBG 20	274,722
Total Oklahoma Department of Commerce					847,819
U. S. Department of Transportation					
<u>Oklahoma Department of Transportation:</u>			N/A		
Section 5311 Transportation	500	20.509		FTA5311-TP-20(380)	129,223
Section 5311 Transportation	501	20.509		FTA5311-CARE(402)	
		COVID-19			354,438
Total Oklahoma Department Transportation					483,661
U. S. Department of Homeland Security					
Emergency Food and Shelter Program	401	97.024		N/A	54,916
Emergency Food and Shelter Program	402	97.024		CARES	15,914
Total Department of Homeland Security					70,830
U. S. Department of Housing and Urban Development					
<u>Oklahoma Department of Commerce:</u>			94776655		
Emergency Solutions Grant Program	650	14.231		17667 ESG19	20,136
Emergency Solutions Grant Program	650	14.231		17902 ESGCR	47,967
Total Department of Housing and Urban Development					68,103
TOTAL FEDERAL AWARDS					\$ 1,470,413

* See accompanying notes to this schedule.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

March 31, 2021

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards include the federal grant activity of Central Oklahoma Community Action Agency, Inc., (COCAA) under programs of the of the federal government for the year ended March 31, 2021. The information in this schedule is in accordance with the requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Because the schedule presents only a portion of the operations of COCAA, it is not intended to, and does not present the financial position, changes in net position, or cash flows of COCAA.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in *Uniform Guidance*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3: INDIRECT COST

The Organization has elected not to use the 10 percent *de minimis* indirect cost rate as allowed under the *Uniform Guidance*.

NOTE 4: RELATIONSHIP TO FEDERAL FINANCIAL REPORTS

Amounts reported in the accompanying schedules may not agree with the amounts reported in the related financial reports filed with the grantor agencies because of accruals made in the schedule which will be included in future reports filed with those agencies.

NOTE 5: CONTINGENT LIABILITIES

The organization participates in a number of federally assisted programs. These programs are audited in accordance with *Government Auditing Standards* and the *Single Audit Act Amendments of 1996*, if applicable, in accordance with the required levels of Federal Financial Assistance. Audits of prior years have not resulted in any significant disallowed costs; however, grantor agencies may provide for further examinations.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITHOUT DONOR RESTRICTIONS

March 31, 2021

	PPP Loan	Payroll 100	Local 310	Rent Income 705	Housing 710	General 990	Without Donor Restrictions Total
<u>Assets</u>							
Cash and Cash Equivalents	\$ 27,459	\$ (485,489)	\$ 9,807	\$ 4,767	\$ 5,892	\$ 14,463	\$ (423,101)
Accounts Receivable	0	0	0	0	0	0	0
Due From Other Funds	0	0	30,728	3,446	104,077	0	138,251
Prepaid Expenses and Other Assets	0	0	0	18	216	2,725	2,959
Property and Equipment, Net	0	0	1,439	0	(1,776)	469,668	469,331
TOTAL ASSETS	\$ 27,459	\$ (485,489)	\$ 41,974	\$ 8,231	\$ 108,409	\$ 486,856	\$ 187,440
<u>Liabilities</u>							
Accounts Payable	\$ 0	\$ 462	\$ (13)	\$ 162	\$ 39	\$ 1,245	\$ 1,895
Accrued Expenses	27,459	(486,025)	0	0	200	32,757	(425,609)
Due to Other Funds	0	152,689	0	0	0	157,060	309,749
Note Payable	0	0	0	0	0	520	520
Total Liabilities	27,459	(332,874)	(13)	162	239	191,582	(113,445)
<u>Net Assets</u>							
Without Donor Restrictions	0	(152,615)	41,987	8,069	108,170	295,274	300,885
With Donor Restrictions	0	0	0	0	0	0	0
Total Net Assets	0	(152,615)	41,987	8,069	108,170	295,274	300,885
TOTAL LIABILITIES AND NET ASSETS	\$ 27,459	\$ (485,489)	\$ 41,974	\$ 8,231	\$ 108,409	\$ 486,856	\$ 187,440

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	CSBG 360	CSBG 361	CSBG 362	CDBG 380	CDBG 381
<u>ASSETS</u>					
Cash and Cash Equivalents	\$ 67	\$ (409)	\$ 8,743	\$ 0	\$ (840)
Accounts Receivable	0	0	6,158	355	2,000
Due From Other Funds	0	297	0	0	0
Prepaid Expenses and Other Assets	0	0	0	0	0
Property and Equipment, Net	0	0	0	0	0
Total Assets	<u>\$ 67</u>	<u>\$ (112)</u>	<u>\$ 14,901</u>	<u>\$ 355</u>	<u>\$ 1,160</u>
<u>LIABILITIES</u>					
Accounts Payable	\$ 0	\$ (112)	\$ 620	\$ 0	\$ 1,160
Accrued Expenses	0	0	7,974	0	0
Due to Other Funds	67	0	4,779	355	0
Deferred Revenue	0	0	0	0	0
Note Payable	0	0	0	0	0
Total Liabilities	<u>67</u>	<u>(112)</u>	<u>13,373</u>	<u>355</u>	<u>1,160</u>
<u>NET ASSETS</u>					
Without Donor Restrictions	0	0	0	0	0
With Donor Restrictions	0	0	1,528	0	0
Total Net Assets	<u>0</u>	<u>0</u>	<u>1,528</u>	<u>0</u>	<u>0</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 67</u>	<u>\$ (112)</u>	<u>\$ 14,901</u>	<u>\$ 355</u>	<u>\$ 1,160</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	Fundraiser Shawnee United 385	United Way 390	Healty Steps 395	Parents as Teachers 396	Emergency Food & Shelter 401
<u>ASSETS</u>					
Cash and Cash Equivalents	\$ 1,311	\$ 1,327	\$ 18,040	\$ 13,996	\$ (22,948)
Accounts Receivable	0	0	75,000	0	0
Due From Other Funds	8,417	0	8,863	0	16,493
Prepaid Expenses and Other Assets	0	0	380	0	0
Property and Equipment, Net	0	0	0	0	0
Total Assets	<u>\$ 9,728</u>	<u>\$ 1,327</u>	<u>\$ 102,283</u>	<u>\$ 13,996</u>	<u>\$ (6,455)</u>
<u>LIABILITIES</u>					
Accounts Payable	\$ 0	\$ 0	\$ (77)	\$ 0	\$ (500)
Accrued Expenses	0	0	25,629	0	0
Due to Other Funds	0	0	0	97	0
Deferred Revenue	0	0	0	0	0
Note Payable	0	0	0	0	0
Total Liabilities	<u>0</u>	<u>0</u>	<u>25,552</u>	<u>97</u>	<u>(500)</u>
<u>NET ASSETS</u>					
Without Donor Restrictions	0	0	0	0	0
With Donor Restrictions	<u>9,728</u>	<u>1,327</u>	<u>76,731</u>	<u>13,899</u>	<u>(5,955)</u>
Total Net Assets	<u>9,728</u>	<u>1,327</u>	<u>76,731</u>	<u>13,899</u>	<u>(5,955)</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 9,728</u>	<u>\$ 1,327</u>	<u>\$ 102,283</u>	<u>\$ 13,996</u>	<u>\$ (6,455)</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	Emergency Food & Shelter 402	Elite Repeat 410	Meals on Wheels 420	Shoes That Fit 430	Social Services 440
<u>ASSETS</u>					
Cash and Cash Equivalents	\$ 31,058	\$ 0	\$ 9,989	\$ 7,565	\$ 798
Accounts Receivable	0	0	0	0	0
Due From Other Funds	0	2,144	0	6,355	0
Prepaid Expenses and Other Assets	0	0	0	0	0
Property and Equipment, Net	0	0	0	0	0
Total Assets	<u>\$ 31,058</u>	<u>\$ 2,144</u>	<u>\$ 9,989</u>	<u>\$ 13,920</u>	<u>\$ 798</u>
<u>LIABILITIES</u>					
Accounts Payable	\$ (24)	\$ 0	\$ 535	\$ 0	\$ 0
Accrued Expenses	0	0	3,683	0	0
Due to Other Funds	0	0	590	0	798
Deferred Revenue	0	0	0	0	0
Note Payable	0	0	0	0	0
Total Liabilities	<u>(24)</u>	<u>0</u>	<u>4,808</u>	<u>0</u>	<u>798</u>
<u>NET ASSETS</u>					
Without Donor Restrictions	0	0	0	0	0
With Donor Restrictions	<u>31,082</u>	<u>2,144</u>	<u>5,181</u>	<u>13,920</u>	<u>0</u>
Total Net Assets	<u>31,082</u>	<u>2,144</u>	<u>5,181</u>	<u>13,920</u>	<u>0</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 31,058</u>	<u>\$ 2,144</u>	<u>\$ 9,989</u>	<u>\$ 13,920</u>	<u>\$ 798</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	Discretionary MOW 450	Wegener Foundation 455	RX 19 CAA 491	COTS 500	Cares COTS 501
<u>ASSETS</u>					
Cash and Cash Equivalents	\$ 676	\$ 0	\$ 18,731	\$ 171,787	\$ 129,237
Accounts Receivable	0	0	9,961	81,415	65,497
Due From Other Funds	0	2,753	0	0	0
Prepaid Expenses and Other Assets	0	0	0	2,948	0
Property and Equipment, Net	0	0	0	59,187	0
Total Assets	<u>\$ 676</u>	<u>\$ 2,753</u>	<u>\$ 28,692</u>	<u>\$ 315,337</u>	<u>\$ 194,734</u>
<u>LIABILITIES</u>					
Accounts Payable	\$ 0	\$ 0	\$ 0	\$ 8,561	\$ 0
Accrued Expenses	0	0	19,928	27,371	180,334
Due to Other Funds	1,343	0	8,764	118,933	14,400
Deferred Revenue	0	0	0	0	0
Note Payable	0	0	0	0	0
Total Liabilities	<u>1,343</u>	<u>0</u>	<u>28,692</u>	<u>154,865</u>	<u>194,734</u>
<u>NET ASSETS</u>					
Without Donor Restrictions	0	0	0	0	0
With Donor Restrictions	(667)	2,753	0	160,472	0
Total Net Assets	<u>(667)</u>	<u>2,753</u>	<u>0</u>	<u>160,472</u>	<u>0</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 676</u>	<u>\$ 2,753</u>	<u>\$ 28,692</u>	<u>\$ 315,337</u>	<u>\$ 194,734</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	HUD Building 610	Emergency Solutions 650	Emergency Solutions 651	Trafficking 675
<u>ASSETS</u>				
Cash and Cash Equivalents	\$ (5,385)	\$ 7,154	\$ (15,945)	\$ (210)
Accounts Receivable	0	0	25,844	0
Due From Other Funds	0	0	0	0
Prepaid Expenses and Other Assets	0	0	0	0
Property and Equipment, Net	45,000	0	0	0
Total Assets	<u>\$ 39,615</u>	<u>\$ 7,154</u>	<u>\$ 9,899</u>	<u>\$ (210)</u>
<u>LIABILITIES</u>				
Accounts Payable	\$ 0	\$ 0	\$ 2,762	\$ 0
Accrued Expenses	0	3,738	7,137	0
Due to Other Funds	933	3,416	0	0
Deferred Revenue	0	0	0	0
Note Payable	38,819	0	0	0
Total Liabilities	<u>39,752</u>	<u>7,154</u>	<u>9,899</u>	<u>0</u>
<u>NET ASSETS</u>				
Without Donor Restrictions	0	0	0	0
With Donor Restrictions	(137)	0	0	(210)
Total Net Assets	<u>(137)</u>	<u>0</u>	<u>0</u>	<u>(210)</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 39,615</u>	<u>\$ 7,154</u>	<u>\$ 9,899</u>	<u>\$ (210)</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	House 1425 Duplexes 700	VIP 850	VITA 890	CSBG Discretionary 901	CSBG 19 & 20 904
<u>ASSETS</u>					
Cash and Cash Equivalents	\$ 7,788	\$ 1,717	\$ (322)	\$ 351	\$ 0
Accounts Receivable	0	0	0	0	0
Due From Other Funds	24,832	0	0	0	0
Prepaid Expenses and Other Assets	307	35	0	0	0
Property and Equipment, Net	0	0	0	0	0
Total Assets	<u>\$ 32,927</u>	<u>\$ 1,752</u>	<u>\$ (322)</u>	<u>\$ 351</u>	<u>\$ 0</u>
<u>LIABILITIES</u>					
Accounts Payable	\$ (116)	\$ 174	\$ 0	\$ 0	\$ 0
Accrued Expenses	0	0	0	0	0
Due to Other Funds	0	35	0	351	0
Deferred Revenue	400	0	0	0	0
Note Payable	0	0	0	0	0
Total Liabilities	<u>284</u>	<u>209</u>	<u>0</u>	<u>351</u>	<u>0</u>
<u>NET ASSETS</u>					
Without Donor Restrictions	0	0	0	0	0
With Donor Restrictions	<u>32,643</u>	<u>1,543</u>	<u>(322)</u>	<u>0</u>	<u>0</u>
Total Net Assets	<u>32,643</u>	<u>1,543</u>	<u>(322)</u>	<u>0</u>	<u>0</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 32,927</u>	<u>\$ 1,752</u>	<u>\$ (322)</u>	<u>\$ 351</u>	<u>\$ 0</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	CSBG 905	CSBG 19 911	CSBG 19 914	CSBG 19 915	CSBG 20 916
<u>ASSETS</u>					
Cash and Cash Equivalents	\$ 6,400	\$ (18,364)	\$ 286	\$ 145,940	\$ 2,877
Accounts Receivable	75	64,630	400	0	81,820
Due From Other Funds	0	0	0	0	0
Prepaid Expenses and Other Assets	0	0	0	903	5,411
Property and Equipment, Net	0	0	0	0	0
Total Assets	<u>\$ 6,475</u>	<u>\$ 46,266</u>	<u>\$ 686</u>	<u>\$ 146,843</u>	<u>\$ 90,108</u>
<u>LIABILITIES</u>					
Accounts Payable	\$ 0	\$ 23,838	\$ (64)	\$ (6,411)	\$ 17,507
Accrued Expenses	4,420	22,428	(100)	90,580	86,908
Due to Other Funds	2,055	0	580	62,674	0
Deferred Revenue	0	0	0	0	0
Note Payable	0	0	0	0	0
Total Liabilities	<u>6,475</u>	<u>46,266</u>	<u>416</u>	<u>146,843</u>	<u>104,415</u>
<u>NET ASSETS</u>					
Without Donor Restrictions	0	0	0	0	0
With Donor Restrictions	<u>0</u>	<u>0</u>	<u>270</u>	<u>0</u>	<u>(14,307)</u>
Total Net Assets	<u>0</u>	<u>0</u>	<u>270</u>	<u>0</u>	<u>(14,307)</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 6,475</u>	<u>\$ 46,266</u>	<u>\$ 686</u>	<u>\$ 146,843</u>	<u>\$ 90,108</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF FINANCIAL POSITION
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	SAFCAA 20 952	SAFCAA 20 953	Avedis Discretionary 960	Total With Donor Restrictions Fund
<u>ASSETS</u>				
Cash and Cash Equivalents	\$ 44	\$ 18,112	\$ 28,199	\$ 567,770
Accounts Receivable	1,722	4,360	0	419,237
Due From Other Funds	2,575	0	322,795	395,524
Prepaid Expenses and Other Assets	0	0	16	10,000
Property and Equipment, Net	0	0	16,778	120,965
Total Assets	<u>\$ 4,341</u>	<u>\$ 22,472</u>	<u>\$ 367,788</u>	<u>\$ 1,513,496</u>
<u>LIABILITIES</u>				
Accounts Payable	\$ 4,341	\$ (2,575)	\$ 895	\$ 50,514
Accrued Expenses	0	21,191	23,054	524,275
Due to Other Funds	0	3,856	0	224,026
Deferred Revenue	0	0	0	400
Note Payable	0	0	0	38,819
Total Liabilities	<u>4,341</u>	<u>22,472</u>	<u>23,949</u>	<u>838,034</u>
<u>NET ASSETS</u>				
Without Donor Restrictions	0	0	0	0
With Donor Restrictions	0	0	343,839	675,462
Total Net Assets	<u>0</u>	<u>0</u>	<u>343,839</u>	<u>675,462</u>
				0
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,341</u>	<u>\$ 22,472</u>	<u>\$ 367,788</u>	<u>\$ 1,513,496</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITHOUT DONOR RESTRICTIONS

March 31, 2021

	Payroll 100	Local 310	Rent Income 705	Housing 710
<u>Revenues and Gains</u>				
Federal Grants	\$ 0	\$ 0	\$ 0	\$ 0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Donations	0	0	0	0
Program Revenue	0	15,413	0	0
Rental Revenue	0	0	9,600	5,500
United Way Allocation	0	0	0	0
In-Kind Revenue	0	0	0	0
Matching Revenue	0	0	0	0
Insure Oklahoma Revenue	0	0	0	0
Other Revenue	0	0	0	0
Total Revenue and Gains	<u>0</u>	<u>15,413</u>	<u>9,600</u>	<u>5,500</u>
<u>Expenses and Losses</u>				
Salaries	0	0	0	0
Fringe Benefits	0	0	0	0
Contract Expenses	0	0	102	58
Administration	0	0	0	0
Client Assistance	0	8,304	0	0
Training	0	0	0	0
Repair and Maintenance	0	0	236	571
Rent and Storage	0	0	4,803	0
Utilities	0	0	62	0
Travel	0	0	0	0
Supplies	0	0	33	0
Direct Expenses	0	0	0	0
Interest	0	0	0	0
Depreciation	0	0	0	2,460
Other Expenses	0	0	10	0
Pass-Through Grants	0	0	0	0
Insurance Expense	0	0	157	1,248
Advertising Expense	0	0	0	0
Telephone	0	0	1,116	0
In-Kind	0	0	0	0
Total Expenses and Losses	<u>0</u>	<u>8,304</u>	<u>6,519</u>	<u>4,337</u>
Change in Net Assets	0	7,109	3,081	1,163
Net Assets, Beginning of Year	<u>(152,615)</u>	<u>34,878</u>	<u>4,988</u>	<u>107,007</u>
Net Assets, End of Year	<u>\$ (152,615)</u>	<u>\$ 41,987</u>	<u>\$ 8,069</u>	<u>\$ 108,170</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITHOUT DONOR RESTRICTIONS

March 31, 2021

	PPP Loan 910	General 990	Without Donor Restrictions Total
<u>Revenues and Gains</u>			
Federal Grants	\$ 0	\$ 0	\$ 0
State Grants	0	0	0
Local Grants	71,400	0	71,400
Donations	0	0	0
Program Revenue	0	11,157	26,570
Rental Revenue	0	0	15,100
United Way Allocation	0	0	0
In-Kind Revenue	0	0	0
Matching Revenue	0	0	0
Insure Oklahoma Revenue	0	0	0
Other Revenue	0	0	0
Total Revenue and Gains	<u>71,400</u>	<u>11,157</u>	<u>113,070</u>
<u>Expenses and Losses</u>			
Salaries	49,228	30,821	80,049
Fringe Benefits	12,933	8,909	21,842
Contract Expenses	0	0	160
Administration	0	0	0
Client Assistance	0	3,625	11,929
Training	0	0	0
Repair and Maintenance	0	39	846
Rent and Storage	8,724	0	13,527
Utilities	239	(265)	36
Travel	0	0	0
Supplies	0	35	68
Direct Expenses	0	0	0
Interest	0	160	160
Depreciation	0	17,602	20,062
Other Expenses	0	8,982	8,992
Pass-Through Grants	0	0	0
Insurance Expense	0	0	1,405
Advertising Expense	0	0	0
Telephone	276	487	1,879
In-Kind	0	0	0
Total Expenses and Losses	<u>71,400</u>	<u>70,395</u>	<u>160,955</u>
Change in Net Assets	0	(59,238)	(47,885)
Net Assets, Beginning of Year	<u>0</u>	<u>354,512</u>	<u>348,770</u>
Net Assets, End of Year	<u>\$ 0</u>	<u>\$ 295,274</u>	<u>\$ 300,885</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	CSBG 360	CSBG 361	CSBG 362	CDBG 380	CDBG 381	Fundraiser Shawnee United 385
<u>Revenues and Gains</u>						
Federal Grants	\$ 0	\$ 313	\$ 47,208	\$ 0	\$ 0	\$ 0
State Grants	0	0	0	0	0	0
Local Grants	0	0	0	89	39,714	0
Donations	0	0	0	0	0	0
Program Revenue	0	0	0	0	0	0
Rental Revenue	0	0	0	0	0	0
United Way Allocation	0	0	0	0	0	0
In-Kind Revenue	0	0	0	0	0	0
Matching Revenue	0	0	0	0	0	0
Insure Oklahoma Revenue	0	0	0	0	0	0
Other Revenue	0	0	0	0	0	0
Total Revenue and Gains	<u>0</u>	<u>313</u>	<u>47,208</u>	<u>89</u>	<u>39,714</u>	<u>0</u>
<u>Expenses and Losses</u>						
Salaries	0	152	12,522	0	0	0
Fringe Benefits	0	0	3,651	0	0	0
Contract Expenses	0	161	182	0	0	0
Administration	0	0	0	0	0	0
Client Assistance	0	297	30,379	89	39,714	0
Training	0	0	0	0	0	0
Repair and Maintenance	0	0	0	0	0	0
Rent and Storage	0	0	0	0	0	0
Utilities	0	0	0	0	0	0
Travel	0	0	452	0	0	0
Supplies	0	0	22	0	0	0
Direct Expenses	0	0	0	0	0	0
Interest	0	0	0	0	0	0
Depreciation	0	0	0	0	0	0
Other Expenses	0	0	0	0	0	0
Pass-Through Grants	0	0	0	0	0	0
Insurance Expense	0	0	0	0	0	10
Advertising Expense	0	0	0	0	0	0
Telephone	0	0	0	0	0	0
In-Kind	0	0	0	0	0	0
Total Expenses and Losses	<u>0</u>	<u>610</u>	<u>47,208</u>	<u>89</u>	<u>39,714</u>	<u>10</u>
Change in Net Assets	0	(297)	0	0	0	(10)
Net Assets, Beginning of Year	<u>0</u>	<u>297</u>	<u>1,528</u>	<u>0</u>	<u>0</u>	<u>9,738</u>
Net Assets, End of Year	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,528</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 9,728</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	United Way 390	Healty Steps 395	Parents as Teachers 396	Emergency Food & Shelter 401	Emergency Food & Shelter 402
<u>Revenues and Gains</u>					
Federal Grants	\$ 0	\$ 0	\$ 0	\$ 29,192	\$ 46,996
State Grants	0	0	0	0	0
Local Grants	0	0	0	0	0
Donations	0	0	0	0	0
Program Revenue	0	125,000	0	0	0
Rental Revenue	0	0	0	0	0
United Way Allocation	2,181	0	0	0	0
In-Kind Revenue	0	0	0	0	0
Matching Revenue	0	0	0	0	0
Insure Oklahoma Revenue	0	0	0	0	0
Other Revenue	0	0	0	(118)	0
Total Revenue and Gains	<u>2,181</u>	<u>125,000</u>	<u>0</u>	<u>29,074</u>	<u>46,996</u>
<u>Expenses and Losses</u>					
Salaries	0	46,993	(6,746)	0	0
Fringe Benfits	0	10,608	(977)	0	0
Contract Expenses	0	1,032	(5,230)	0	0
Administration	0	0	0	0	0
Client Assistance	1,841	0	0	54,916	15,914
Training	0	0	0	0	0
Repair and Maintenance	0	900	0	0	0
Rent and Storage	0	0	0	0	0
Utilities	0	0	0	0	0
Travel	0	0	(34)	0	0
Supplies	0	0	0	0	0
Direct Expenses	0	0	0	0	0
Interest	0	0	0	0	0
Depreciation	0	0	0	0	0
Other Expenses	0	168	(912)	0	0
Pass-Through Grants	0	0	0	0	0
Insurance Expense	0	1,628	0	0	0
Advertising Expense	0	0	0	0	0
Telephone	0	0	0	0	0
In-Kind	0	0	0	0	0
Total Expenses and Losses	<u>1,841</u>	<u>61,329</u>	<u>(13,899)</u>	<u>54,916</u>	<u>15,914</u>
Change in Net Assets	340	63,671	13,899	(25,842)	31,082
Net Assets, Beginning of Year	<u>987</u>	<u>13,060</u>	<u>0</u>	<u>19,887</u>	<u>0</u>
Net Assets, End of Year	<u>\$ 1,327</u>	<u>\$ 76,731</u>	<u>\$ 13,899</u>	<u>\$ (5,955)</u>	<u>\$ 31,082</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	Elite Repeat 410	Meals on Wheels 420	Shoes That Fit 430	Shoes That Fit 435	Social & Voluntary Services 440
<u>Revenues and Gains</u>					
Federal Grants	\$ 0	\$ 0	\$ 0	\$ 10,909	\$ 0
State Grants	0	0	0	0	0
Local Grants	0	0	0	0	0
Donations	0	0	0	0	0
Program Revenue	0	22,376	2,950	0	0
Rental Revenue	0	0	0	0	0
United Way Allocation	0	8,167	0	0	0
In-Kind Revenue	0	0	0	0	0
Matching Revenue	0	0	0	0	0
Insure Oklahoma Revenue	0	0	0	0	0
Other Revenue	0	0	0	0	0
Total Revenue and Gains	<u>0</u>	<u>30,543</u>	<u>2,950</u>	<u>10,909</u>	<u>0</u>
<u>Expenses and Losses</u>					
Salaries	0	5,570	0	0	0
Fringe Benefits	0	1,020	0	0	0
Contract Expenses	0	0	72	0	0
Administration	0	0	0	0	0
Client Assistance	0	0	78	10,020	0
Training	0	0	0	0	0
Repair and Maintenance	0	100	0	0	0
Rent and Storage	0	0	0	0	0
Utilities	0	0	0	0	0
Travel	0	4,681	263	0	0
Supplies	0	0	186	889	0
Direct Expenses	0	13,399	0	0	0
Interest	0	0	0	0	0
Depreciation	0	0	0	0	0
Other Expenses	0	240	0	0	0
Pass-Through Grants	0	0	0	0	0
Insurance Expense	0	0	0	0	0
Advertising Expense	0	0	0	0	0
Telephone	0	352	0	0	0
In-Kind	0	0	0	0	0
Total Expenses and Losses	<u>0</u>	<u>25,362</u>	<u>599</u>	<u>10,909</u>	<u>0</u>
Change in Net Assets	0	5,181	2,351	0	0
Net Assets, Beginning of Year	<u>2,144</u>	<u>0</u>	<u>11,569</u>	<u>0</u>	<u>0</u>
Net Assets, End of Year	\$ <u>2,144</u>	\$ <u>5,181</u>	\$ <u>13,920</u>	\$ <u>0</u>	\$ <u>0</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	Discretionary MOW 450	Wegener Foundation 455	RX 19 CAA OK 491	COTS 500	Cares COTS 501
<u>Revenues and Gains</u>					
Federal Grants	\$ 0	\$ 0	\$ 0	\$ 129,223	354,438
State Grants	0	0	38,593	0	0
Local Grants	0	0	0	64,250	0
Donations	0	0	0	0	0
Program Revenue	0	0	0	107,435	0
Rental Revenue	0	0	0	0	0
United Way Allocation	0	0	0	0	0
In-Kind Revenue	0	0	0	0	0
Matching Revenue	0	0	0	0	0
Insure Oklahoma Revenue	0	0	0	26,060	0
Other Revenue	5	0	0	0	0
Total Revenue and Gains	<u>5</u>	<u>0</u>	<u>38,593</u>	<u>326,968</u>	<u>354,438</u>
<u>Expenses and Losses</u>					
Salaries	0	0	28,263	44,886	246,549
Fringe Benfits	0	0	9,230	25,013	86,831
Contract Expenses	0	0	0	12,015	0
Administration	0	0	0	0	0
Client Assistance	0	0	0	0	0
Training	0	0	0	1,890	0
Repair and Maintenance	0	0	0	7,098	0
Rent and Storage	0	0	0	9,022	752
Utilities	0	0	0	127	0
Travel	0	0	0	39,396	10,275
Supplies	0	0	0	1,398	2,912
Direct Expenses	0	0	0	0	0
Interest	0	0	0	0	0
Depreciation	0	0	0	20,517	0
Other Expenses	0	0	1,100	11,870	5,438
Pass-Through Grants	0	0	0	0	0
Insurance Expense	0	0	0	29,369	0
Advertising Expense	0	0	0	2,065	55
Telephone	0	0	0	8,089	1,626
In-Kind	0	0	0	0	0
Total Expenses and Losses	<u>0</u>	<u>0</u>	<u>38,593</u>	<u>212,755</u>	<u>354,438</u>
Change in Net Assets	5	0	0	114,213	0
Net Assets, Beginning of Year	<u>(672)</u>	<u>2,753</u>	<u>0</u>	<u>46,259</u>	<u>0</u>
Net Assets, End of Year	<u>\$ (667)</u>	<u>\$ 2,753</u>	<u>\$ 0</u>	<u>\$ 160,472</u>	<u>0</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	HUD \$ Building 610	Emergency Solutions 650	Emergency Solutions 651	Trafficking 675	House 1425 Duplexes 700
<u>Revenues and Gains</u>					
Federal Grants	\$ 0	\$ 20,136	\$ 47,967	\$ 0	\$ 0
State Grants	0	0	0	0	0
Local Grants	0	0	0	0	0
Donations	0	0	0	0	0
Program Revenue	0	0	0	380	0
Rental Revenue	0	0	0	0	9,651
United Way Allocation	0	0	0	0	0
In-Kind Revenue	0	20,136	0	0	0
Matching Revenue	0	0	0	0	0
Insure Oklahoma Revenue	0	0	0	0	0
Other Revenue	0	0	0	0	0
Total Revenue and Gains	<u>0</u>	<u>40,272</u>	<u>47,967</u>	<u>380</u>	<u>9,651</u>
<u>Expenses and Losses</u>					
Salaries	0	5,241	12,536	0	0
Fringe Benefits	0	1,745	3,618	0	0
Contract Expenses	0	1,260	0	0	124
Administration	0	0	0	0	0
Client Assistance	0	11,890	30,819	1,010	0
Training	0	0	0	0	0
Repair and Maintenance	0	0	0	0	2,166
Rent and Storage	0	0	0	0	0
Utilities	0	0	0	0	0
Travel	0	0	0	0	0
Supplies	0	0	994	0	34
Direct Expenses	0	0	0	0	0
Interest	137	0	0	0	0
Depreciation	0	0	0	0	0
Other Expenses	0	0	0	0	0
Pass-Through Grants	0	0	0	0	0
Insurance Expense	0	0	0	0	2,157
Advertising Expense	0	0	0	0	0
Telephone	0	0	0	0	0
In-Kind	0	20,136	0	0	0
Total Expenses and Losses	<u>137</u>	<u>40,272</u>	<u>47,967</u>	<u>1,010</u>	<u>4,481</u>
Change in Net Assets	(137)	0	0	(630)	5,170
Net Assets, Beginning of Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>420</u>	<u>27,473</u>
Net Assets, End of Year	<u>\$ (137)</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (210)</u>	<u>\$ 32,643</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	VIP 850	VITA 890	CSBG Capital 900	CSBG Discretionary 901	CSBG 19 & 20 904
<u>Revenues and Gains</u>					
Federal Grants	\$ 0	\$ 0	\$ 4,850	\$ 0	\$ 5,644
State Grants	0	0	0	0	0
Local Grants	0	0	0	0	0
Donations	0	0	0	0	0
Program Revenue	3,625	0	0	0	0
Rental Revenue	0	0	0	0	0
United Way Allocation	0	0	0	0	0
In-Kind Revenue	0	0	0	0	0
Matching Revenue	0	0	0	0	0
Insure Oklahoma Revenue	0	0	0	0	0
Other Revenue	0	0	0	0	0
Total Revenue and Gains	<u>3,625</u>	<u>0</u>	<u>4,850</u>	<u>0</u>	<u>5,644</u>
<u>Expenses and Losses</u>					
Salaries	0	0	0	0	0
Fringe Benefits	0	0	0	0	0
Contract Expenses	0	0	0	0	0
Administration	0	0	0	0	0
Client Assistance	0	0	0	0	0
Training	0	0	0	0	0
Repair and Maintenance	389	0	4,850	0	0
Rent and Storage	0	235	0	0	5,644
Utilities	0	0	0	0	0
Travel	1,207	0	0	0	0
Supplies	252	0	0	0	0
Direct Expenses	0	0	0	0	0
Interest	0	0	0	0	0
Depreciation	0	0	0	0	0
Other Expenses	0	0	0	0	0
Pass-Through Grants	0	0	0	0	0
Insurance Expense	234	0	0	0	0
Advertising Expense	0	0	0	0	0
Telephone	0	87	0	0	0
In-Kind	0	0	0	0	0
Total Expenses and Losses	<u>2,082</u>	<u>322</u>	<u>4,850</u>	<u>0</u>	<u>5,644</u>
Change in Net Assets	1,543	(322)	0	0	0
Net Assets, Beginning of Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Net Assets, End of Year	<u>\$ 1,543</u>	<u>\$ (322)</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	CSBG 905	CSBG '20 909	CSBG '19 911	CSBG '19 914	CSBG '19 915
<u>Revenues and Gains</u>					
Federal Grants	\$ 6,057	\$ 14,396	\$ 134,282	\$ 0	\$ 356,733
State Grants	0	0	0	0	0
Local Grants	0	0	0	0	0
Donations	0	0	0	0	0
Program Revenue	0	0	0	0	0
Rental Revenue	0	0	0	0	0
United Way Allocation	0	0	0	0	0
In-Kind Revenue	0	0	0	0	0
Matching Revenue	0	0	0	0	0
Insure Oklahoma Revenue	0	0	0	0	0
Other Revenue	0	0	0	0	0
Total Revenue and Gains	<u>6,057</u>	<u>14,396</u>	<u>134,282</u>	<u>0</u>	<u>356,733</u>
<u>Expenses and Losses</u>					
Salaries	4,176	0	45,381	0	169,150
Fringe Benfits	828	0	11,550	0	45,953
Contract Expenses	0	0	3,050	0	22,631
Administration	0	0	0	0	0
Client Assistance	0	0	71,956	0	0
Training	0	0	0	0	0
Repair and Maintenance	0	0	0	0	7,045
Rent and Storage	0	0	0	0	27,323
Utilities	0	0	0	0	1,631
Travel	20	0	0	0	11,346
Supplies	1,033	0	1,463	0	23,595
Direct Expenses	0	156	0	0	14,477
Interest	0	14,162	0	0	540
Depreciation	0	0	0	0	0
Other Expenses	0	0	812	0	5,020
Pass-Through Grants	0	78	0	0	0
Insurance Expense	0	0	0	0	4,103
Advertising Expense	0	0	70	0	4,795
Telephone	0	0	0	0	11,532
In-Kind	0	0	0	0	0
Total Expenses and Losses	<u>6,057</u>	<u>14,396</u>	<u>134,282</u>	<u>0</u>	<u>349,141</u>
Change in Net Assets	0	0	0	0	7,592
Net Assets, Beginning of Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>270</u>	<u>(7,592)</u>
Net Assets, End of Year	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 270</u>	<u>\$ 0</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
WITH DONOR RESTRICTIONS

For the Year Ended March 31, 2021

	CSBG '20 916	SAFCAA 20 952	SAFCAA 20 953	Avedis Discretionary 960	Total With Donor Restrictions Fund
<u>Revenues and Gains</u>					
Federal Grants	\$ 260,415	\$ 0	\$ 0	\$ 0	\$ 1,468,759
State Grants	0	24,748	38,316	0	101,657
Local Grants	0	0	0	0	104,053
Donations	0	0	0	0	0
Program Revenue	0	0	0	70,890	332,656
Rental Revenue	0	0	0	0	9,651
United Way Allocation	0	0	0	0	10,348
In-Kind Revenue	0	0	0	0	20,136
Matching Revenue	0	0	0	0	0
Insure Oklahoma Revenue	0	0	0	0	26,060
Other Revenue	0	0	0	0	(113)
Total Revenue and Gains	<u>260,415</u>	<u>24,748</u>	<u>38,316</u>	<u>70,890</u>	<u>2,073,207</u>
<u>Expenses and Losses</u>					
Salaries	145,800	801	32,889	47,231	841,394
Fringe Benefits	32,940	0	5,427	11,109	248,546
Contract Expenses	17,089	0	0	1,720	54,106
Administration	0	0	0	0	0
Client Assistance	0	0	0	0	268,923
Training	338	0	0	2,101	4,329
Repair and Maintenance	8,027	0	0	875	31,450
Rent and Storage	33,275	0	0	1,108	77,359
Utilities	1,851	0	0	17	3,626
Travel	6,637	0	0	0	74,243
Supplies	1,316	0	0	1,012	35,106
Direct Expenses	2,316	0	0	0	30,348
Interest	877	0	0	0	15,716
Depreciation	0	0	0	0	20,517
Other Expenses	9,253	0	0	2,641	35,630
Pass-Through Grants	0	23,947	0	0	24,025
Insurance Expense	2,663	0	0	175	40,339
Advertising Expense	193	0	0	0	7,178
Telephone	12,147	0	0	881	34,714
In-Kind	0	0	0	0	20,136
Total Expenses and Losses	<u>274,722</u>	<u>24,748</u>	<u>38,316</u>	<u>68,870</u>	<u>1,867,685</u>
Change in Net Assets	(14,307)	0	0	2,020	205,522
Net Assets, Beginning of Year	<u>0</u>	<u>0</u>	<u>0</u>	<u>341,819</u>	<u>469,940</u>
Net Assets, End of Year	<u>\$ (14,307)</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 343,839</u>	<u>\$ 675,462</u>

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

STATUS OF PRIOR AUDIT FINDINGS

March 31, 2021

Section II – Financial Statement Findings and Questioned Costs

2020-001 RECORD RECEIVABLE WHEN REALIZABLE AND EARNED, NOT WHEN CASH IS RECEIVED

Condition: The organization received two cash payments in fiscal year 2021 that pertained to 2020 activity. Although these transactions were earned in 2020, the Organization incorrectly recorded the revenue in 2021 when payments were received.

Current Status: This finding can be cleared.

Section III – Federal Awards Findings and Questioned Costs:

Note reported.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.
Shawnee, Oklahoma

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended March 31, 2021

Section I – Summary of Auditor's Results

Financial Statements:

Type of Auditor's Report Issued: Unmodified

Internal Control Over Financial Reporting:

Material Weakness(es) identified? ☐ Yes ☒ No

Significant deficiencies identified? ☐ Yes ☒ None Reported

Noncompliance material to financial statements noted? ☐ Yes ☒ No

Federal Awards:

Internal Control Over Major Programs:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiencies identified? ☐ Yes ☒ None Reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance? ☐ Yes ☒ No

Dollar threshold used to distinguish between Type A and Type B programs \$750,000

Auditee qualified as low-risk auditee? ☒ Yes ☐ No

Identification of Major Programs:

CFDA #
20.509
93.569

PROGRAM TITLE
Formula Grants for Rural Areas
Community Services Block Grant

Section II – Financial Statement Findings and Questioned Costs:

None reported.

Section III – Federal Awards Findings and Questioned Costs:

None reported

AGREEMENT BETWEEN THE CITY OF SHAWNEE and
CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.

This Agreement is entered into this 1st day of July, 2022 by and between the City of Shawnee, Oklahoma, hereinafter the "CITY", and CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC., (operating as Central Oklahoma Transit System) hereinafter "COTS".

WITNESSETH

WHEREAS, the CITY is in need of public transportation for its citizens and workforce; and

WHEREAS, COTS possess the skill, ability, and equipment to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter to set forth, it is hereby agreed by and between the parties hereto that:

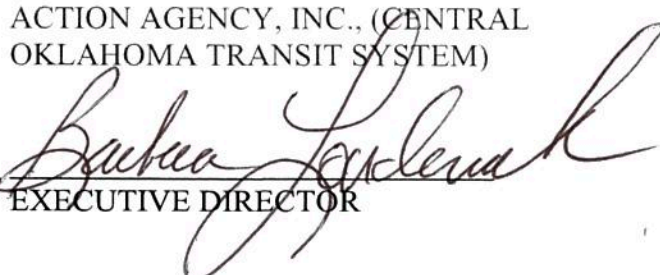
1. COTS shall provide to the CITY transportation services for its workforce and citizens in general in the City of Shawnee, Oklahoma, to commence on the 1st day of July, 2022, and to continue until the 30th day of June, 2023. Hours of this service shall be from 7:00 a.m. until 8:00 p.m. Monday through Friday, and Saturday 8:00 a.m. until 5:00 p.m. (except holidays).
2. In exchange for the provision of such transportation services, the CITY shall pay to COTS Eighty Thousand Dollars (\$80,000.00) in installments as follows: Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$6,666.67) the first of each month, July 2022 through June 2023. This money is to come from the City's General Fund. Each payment is to be made after COTS submits the reports and invoices set forth in paragraph three (3) of this Agreement. The City Finance Director shall review quarterly the documents provided and ascertain compliance with the requirements of paragraph three. Failure to submit the required reports with the invoices will result in withholding of payment on the invoice pending the receiving of said reports by the City. The City reserves the right to determine if the reports received contain sufficient information for the City to be kept current on the financial status of COTS.
3. COTS shall provide to the CITY all invoices and other documents required by the CITY in connection with its payment procedures. COTS further agrees to provide to the CITY a monthly report of COTS' expenditures, income, and riders. Such reports shall be provided by COTS to the CITY by the 10th day each month during the term of this Agreement. COTS acknowledges and understands that it must segregate and account for the funds received from the CITY. COTS agrees to furnish the City with its annual audit or an agreed upon procedures engagement conducted by a Certified Public Accountant (CPA). COTS further agrees to furnish monthly reports to the CITY containing its revenues, expenditures, assets, liabilities, grants, and activities.

4. COTS agrees to furnish to the CITY copies of all minutes of COTS meetings.
5. COTS further agrees that in the case of a national or state emergency, or if a municipal emergency is declared by the City Manager, COTS will allow the CITY to use vehicles and employees for necessary transportation, including but not limited to, transporting residents during an evacuation, assisting mass care facilities with transportation and transporting volunteers and responders to their designated work locations.
6. COTS hereby indemnifies the CITY and agrees to hold the CITY harmless from and against any loss, damage or claim arising from the operation of COTS and for any insurance premiums owed by COTS and for any tax liability now or later determined to be due and owing by COTS. Upon receipt of notice of a suit or proceeding filed against the CITY or COTS, COTS shall give the CITY written notice of such suit or proceeding within ten (10) days of receipt of such notice and shall cooperate with the CITY in its defense of any such suit or proceeding. COTS further agrees to at all times have insurance coverage reasonably covering the activities contemplated in this Agreement with a minimum coverage limit of One Million Dollars (\$1,000,000.00).
7. COTS shall submit a request for renewal to the City Clerk's Office no later than March 31, 2023. As a part of this request, COTS 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. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and City Commission.
8. This Agreement may be terminated by either party without cause upon sixty (60) days written notice directed to the other party.

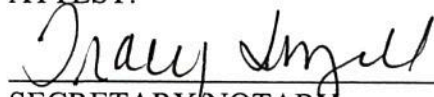
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

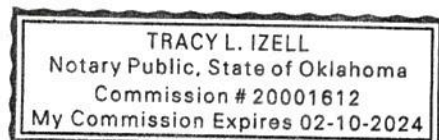
WITNESS our hands on 6-16-2022.

CENTRAL OKLAHOMA COMMUNITY
ACTION AGENCY, INC., (CENTRAL
OKLAHOMA TRANSIT SYSTEM)


EXECUTIVE DIRECTOR

ATTEST:


SECRETARY/NOTARY



APPROVED by the Mayor and the City Commissioners of the City of Shawnee on _____.
_____.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

ANDREA WECKMUELLER-BEHRINGER,
CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

APPROVED as to form and legality on _____.

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

11.

Meeting Date: 06/20/2022

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an Agreement with Shawnee Forward for Fiscal Year 2022-2023.

Attachments

Memo

Packet

Contract



City Manager's Office

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Consideration of an Agreement with Shawnee Forward for Fiscal Year 2022-2023.

Background: The City of Shawnee contracts with Shawnee Forward each year to provide important economic development services to the community. The services provided by Shawnee Forward include promoting the growth of existing businesses, recruiting new industries to Shawnee that help diversify the local economy, and fostering the development of a skilled workforce.

Each year Shawnee Forward submits a funding proposal to the City of Shawnee, which is then reviewed by the Community Service Contract Review Committee (CSCRC). For Fiscal Year 2023 Shawnee Forward requested an increase from \$295,000 to \$323,400 and an additional \$102,000 to be used for an Incentive Program.

Following City staff's recommendation, the CSCRC approved a recommendation to the City Commission to maintain the level of funding at \$295,000 and to not include additional funding for an Incentive Program.

The CSCRC also approved a recommendation to the City Commission to make minor changes to the agreement language. Those changes are reflected in the attached agreement for consideration, and include:

- Removal of language: "Incentive Program. Shawnee Forward, in conjunction with the CITY, shall prepare an incentive program for the retention, recruitment and expansion of businesses within the CITY." [Section I.3. in the Fiscal Year 2022 Agreement]
- Insertion of the underlined language: "Implementing a comprehensive and aggressive marketing program to attract new industrial manufacturing and other above living wage jobs to the CITY." [Section I.1.c. in the Fiscal Year 2023 Agreement]
- Modification of the following language:
 - "Providing materials including graphics and photos where appropriate to those individuals or companies evaluating the CITY for industrial and commercial improvements." [Section I.1.d. in the Fiscal Year 2022 Agreement]

To read as:

- “Providing materials including graphics and photos where appropriate to those individuals or companies evaluating the CITY for industrial, commercial, and other investments.” [Section I.1.d. in the Fiscal Year 2023 Agreement]
- Insertion of the underlined language: “CITY Representation on Shawnee Forward Board of Trustees. The Mayor or their designee, as confirmed by the City Commission, shall serve on the Shawnee Forward Board. The Shawnee City Manager or Assistant City Manager shall serve as an ex officio member of the Shawnee Forward Board...” [Section I.2. in the Fiscal Year 2023 Agreement]
- Deletion of the stricken-through language: “Reports. Shawnee Forward will provide a written monthly report of its activities to the CITY ~~or as part of its monthly board meeting...~~” [Section I.5.a in the Fiscal Year 2023 Agreement]

Financial Impact: \$295,000 for Fiscal Year 2023, budgeted in the Economic Development Fund, Other Professional Services, 104-1310-53190-000.

Attachment: Funding Proposal and Fiscal Year 2023 Agreement.

Staff Recommendation: Approval of the item.

2022 City Contract Application
For Economic Development Services

Applicant:

SHAWNEE FORWARD,

a 501(c) (6)

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The Shawnee Forward Organization

THE SHAWNEE FORWARD ORGANIZATION:

Shawnee Forward is the organization created with the 2018 merger of Shawnee Economic Development Foundation and the Greater Shawnee Area Chamber of Commerce. Each of those organizations had been in existence in the community for over 50 years. The merged organization creates efficiency in services, eliminates duplication and establishes an avenue for operational sustainability and revenue streams to amplify economic development investments made by the municipalities (City of Shawnee, Pottawatomie County), the private sector and others.

Shawnee Forward is governed by a Board of Directors, made up of a dedicated, diverse board with community growth and operational excellence top of mind. Currently serving on the board are:

1. Paul Bass, President, First United Bank
2. Casey Bell, Treasurer, President, BancFirst
3. Larry Briggs, Briggs Consulting
4. Dr. Jim Collard, Economic Development Director & Chief of Police, Citizen Potawatomi Nation
5. Robert Davenport, Director of Athletics, Oklahoma Baptist University
6. Melissa Dennis, Chairperson, Pottawatomie County Commissioner District #1
7. Cami Engles, Owner, Theopolis, City Commissioner Ward 2
8. Tina Hanna, Executive Director South Central Industries
9. Katie Landes, Chairperson Elect, Action Physical Therapy
10. Bryan Lucas, President, Georg Fischer
11. Jeff Madison, Owner/Operator, Chick-fil-A Shawnee
12. Angi Mohr, Secretary, President of SSM Health Shawnee
13. Josh Trimble, Bethany Children's Hospital
14. Joe Vorndran, Partner, Stuart and Clover
15. Sarah Weeks, Business & Career Services Director, Gordon Cooper Technology Center

Shawnee Forward employs five full-time employees, two part-time employees and a multitude of volunteers and ambassadors working to support the Program of Work for Shawnee Forward. The employee attribution to economic development of the City equates to 2.5 employees. For more information on each of the staff, reference Appendix A.

Shawnee Forward hosted 50 community leaders for a strategic planning session in summer 2021 which resulted in a focused list of priorities for the upcoming three years. The strategic planning session was attended by the City Manager, City Planner, Mayor and two City Commissioners. The City of Shawnee leadership offered direction for Shawnee Forward's scope of work in order to be in alignment on economic development priorities and City growth.

Shawnee Forward will focus on four areas to expand the sales tax base of the City and Pottawatomie County. The work will be carried out by the staff, and informed by committees of business leaders.

- | | |
|--------------------|--------------------------|
| 1. Business Growth | 3. Workforce |
| 2. Quality of Life | 4. Advocacy for the City |

For more information on each of the committees, please reference Appendix B. Below you will see both how we upheld our duties and responsibilities of the 2021 contract and how we plan to use the economic development funds for 2022.

Review of 2021 Work

Highlights from five key areas outlined in the 2021-22 contract:

i. Recruitment and attraction of retailers:

Research and Data Gathering Projects:

Not all projects are centered around landing a company or directly expanding a business. Oftentimes, a project is performing research for a person or group to help them and, hopefully, lay groundwork for future growth. Below are a handful of examples:

Annual Comprehensive Financial Report (ACFR):

Every year, the City of Shawnee compiles information for and releases their Annual Comprehensive Financial Report. Shawnee Forward pulled together the top 10 employers which we are able to do based on our relationship with businesses in town. This data is also used by the Oklahoma Regional Partnership to promote our City to prospective companies.

Incubators:

One of Shawnee Forward's committees this year is dedicated to Entrepreneurship and is examining the feasibility and benefits of an incubator or similar space in Shawnee. To aid in this, staff and committee have toured multiple sites, begun evaluating the funding and programming, and attended the Oklahoma Business Incubators Association meeting, of which a local Committee Member is the President. Here, we were able to tour a new incubator and learn about the economic impact.

Project Rates:

A local developer asked Shawnee Forward to look into lease rates for a particular type of commercial real-estate. This real-estate type is not very common in Shawnee, so the search was broadened to include the State of Oklahoma for a larger sample. Once confident that there was enough data to share, the average of what is found in Shawnee was provided along with the range that is seen statewide. This research may lead to an investment.

Project Work:

A local manufacturer reached out for help with wage figures. This company wanted a better sense of where the labor market was for their industry in this region. We provided County, Region, and State figures for the class and types of employees which led to company wide wage analysis and some increases.

Comprehensive Economic Development Strategy (CEDS):

Last year, the Central Oklahoma Economic Development District (COEDD) began their newest multi-county CEDS. This regional strategic plan is a requirement by Economic Development Administration for any entity receiving funds from them. This strategic plan assesses demographics, performs a SWOT, gives an action plan, and suggests measurables for development across a 7-county region. This region includes many communities of different sizes which means that a strategic plan for all of it, by definition, does not resemble any one town too closely.

With this in mind, Shawnee Forward felt that Shawnee merited a distinct voice in the regional plan so we have taken the task of writing an addendum focused on the SWOT with action plan sections. Once finished, the addendum will be added to the CEDS and serve as a deeper action plan for Shawnee specifically.

Statewide portal submissions:

Shawnee Forward has access to the Oklahoma Department of Commerce's project portal, where the State accepts submissions for RFI's that it has received for projects. From here, the RFI can be looked over by developers to see if they have a site in or around their community that matches and submit if so.

While we have reviewed almost 100 RFI potential projects, we have submitted in the last 6 months, 8 projects including 6 manufacturing projects, a distribution project, and an office project.

II. Assisting resident industry to maintain and expand employment opportunities:

Hospitality Training (Pride Training):

A hospitality training program was written in 2020-21 with the City of Shawnee Tourism department and two volunteers. Fifteen people were trained to be trainers. In 21-22, forty more front line employees were given hospitality training, assisting employers and employees to increase customer loyalty; therefore overall brand loyalty and increased sales. This program was very difficult to execute in the pandemic, but very appreciated.

Bison Metals Technologies:

Shawnee Forward has assisted Bison Metals in every aspect of growth from helping recruit its top executive to run the company to their Quality Jobs Program Application last year to the addition of rail to their site. The State's commitment, as outlined in the Quality Jobs Program contract, is to pay 5% of gross payroll for qualifying new direct jobs created above a baseline of 14. From that baseline, they have grown to about 180 jobs thus far with more hiring in the future.

Performance based claims for benefits, up to a maximum of \$1,604,542 may be submitted to the Oklahoma Tax Commission. As a participant in the Quality Jobs Program, Bison Metals Technologies, LLC is viewed as one of Oklahoma's important existing businesses. The 440 new jobs projected represent a substantial economic impact to the Shawnee area and are appreciated.

Bison Metals was approved for a Pottawatomie County Economic Development grant for \$66,000, helping the add rail service to begin receiving copper cathodes on rail cars by the end of April, 2022.

Using the job hires thus far, their average wage from the previous year, as well as an estimate of the proportion of income spent on taxable goods based on data pulled from the Bureau of Labor Statistics (29%), those new jobs alone can generate over \$82,000 annually for the City in sales tax. Additionally, the Economic Policy Institute has estimated a jobs multiplier for "durable manufacturing" of 7.4.

Using the median income for Shawnee (\$40,473) and assuming that at least half of these jobs to service the manufacturing jobs will be in Shawnee, another \$252,000 should arise for the City.

Indaco Metals:

Shawnee Forward has assisted Indaco Metals Company, a local manufacturer of steel frames, roofs, trusses etc, with a major expansion project by providing data, aid in applying for incentives, and support networking the State departments. The incentives were a Business Expansion Incentive Program award from the State and a Pottawatomie County Economic Development grant totalling \$250,000. This assistance helped them begin an approximately \$3,000,000 investment in new equipment, a new facility, and an expansion of an existing facility. Phase I of building the new facility, which poured concrete in 2022, accounts for half of that.

Using a 2015 study at Auburn University at Montgomery to estimate the impact and tax benefits of this project indicates Phase I created over \$3,600,000 in economic value and over \$40,000 in new sales tax will be generated. A handful of new jobs are anticipated to run the new machinery as well. Indaco Metals continues to grow and hire.

South Central Industries (SCI):

Last year, SCI invested in a new warehouse for its operations. Shawnee Forward assisted with a successful application to the County worth \$102,000, and an \$800,000 Community Development Grant from the Federal Government.

This has led to 33 new hires, at an average wage of \$20/hr. They have added almost \$14,000 to annual sales tax receipts directly as well as over \$18,000 indirectly.

The warehouse itself was built at a cost of \$1,400,000. Using the same calculations as before, this leads to an estimated value in sales tax of almost \$38,000.

Shawnee Forward assisted SCI with a pending LIHTC (Low-Income Housing Tax Credits) application for \$3 Million.

United Dynamics:

An aerospace manufacturing and engineering company in the Wolverine Industrial Park, United Dynamics received the 3rd Quality Jobs Incentive in Shawnee last year. United Dynamics will be hiring about 58 employees in total over the next few years, with 6 already hired. We have also assisted the United Dynamics leadership advocate for aerospace at the State and Federal level.

Using the payroll figures shared and the data referenced above, over \$3,500 in sales tax will be generated directly from the hires and over \$9,000 indirectly.

III. Industrial team visits/ industrial and retail prospecting:

Retail Prospecting:

Outreach and cold calling is an important part of the work in this area. In response to community leads, needs, or opportunities we have been in pursuit of the following types of industries, though the name of the company cannot be revealed: 1. Big box retailer 2. Downtown boutique hotel 3. Downtown historic housing investor 4. Civil and Mechanical Engineering Firms 5. Breweries & Pubs 6. Full Service Restaurants 7. Supply Chain company for existing manufacturers, and many others listed below.

Project Military: (began 2009)

As reported last year, Shawnee Forward is continuing to work to meet the needs of the Oklahoma Army Reserve National Guard, by locating a 53,000 sq. ft Readiness Training Center in Shawnee. Construction costs would be over \$15,000,000, employ 8 to 10, and bring over 350 guardsmen to the community every month. Along with other assistance, Shawnee Forward submitted a grant application to the county to support the cost of an engineering study associated with the FAA application. That application was approved in March 2021 for almost \$34,000. The review of the study and application has progressed to the regional level in Dallas to decide jurisdiction and process.

Project Race: (began 2020)

When this project first came to Shawnee Forward, it was to assist AOK Railroad and their client with the placement of a racing fuel distribution facility. The project would create six to ten new jobs, plus a capital investment of \$1.5M to \$2M, enough to set up the distribution facility.

Project Deserve: (began 2020)

After years of research support, Mathis Brothers purchased a parcel at the Shawnee Mall and began building a location. It is anticipated that the store will open later this spring, barring any further delays.

Shell Building: (began 2016)

The Shell building was under contract at our last renewal and eventually sold. This building did as it was intended to do, it attracted new business and it secured a buyer that has invested more than \$1M in property. It also attracted a second buyer who later purchased two of the former TDK buildings and has placed more than \$2M in investments so far and located two senior level staff locally.

TDK buildings:

TDK Ferrites had been a major employer in Shawnee with 3 large, industrial buildings. After a foreign acquisition the company announced it would be closing its operations locally, the buildings were going to be vacant and the employees left without a job.

As stated, after not winning the bid on the Shell building, the buyer purchased two of the three TDK buildings prior to vacancy. They have now invested \$2M in the facility and located two senior executives in the area. The third building is under contract to a buyer who cannot yet be disclosed.

Additionally, COWIB and other partners have held multiple job fairs and cross manufacturing training sessions to ensure all employees could be replaced in our community. An intentional effort was made to ensure no jobs left the community, including requesting Shawnee Forward staff to attend several of these events to help, if needed, and spreading the word if possible. Shawnee Forward is continuing to monitor this situation to ensure that every TDK employee who wants a job can secure one and that the next businesses are as healthy and profitable as possible.

Project Emily: (began 2020)

This project is a senior-focused physical therapy provider that has purchased property on Independence and Kennedy. Construction for this is nearly complete, and they are working through the approval process with the State Health Department and others for permission to market and operate.

20-135: Project Brady's

Beginning in the early stages of Shawnee Market Place, we have provided community data including but not limited to sales tax, employment numbers, traffic counts, housing developments, capital investments and other data to the developer. Now we provide information on how the incentives were provided on Phase I of the Shawnee MarketPlace as the next 20 acres have been acquired from the Commission of Land office for \$1.8 million. As this project advances, we will be seeking local incentives to recruit additional retailers; further increasing City Sales Tax.

20-127: Project Ila:

In May 2021, a couple of investors from California purchased the Ross Store. Shawnee Forward was involved throughout this process including providing a tour of the community to prospective owners. Given the number of Ross locations (1,629) and their annual revenues (\$12.5 Billion), annual sales tax revenues that were saved for the City would be about \$268,000.

iv. Personnel (Internal and external) training for job creation and retention:

Workshops and Seminars:

On a monthly basis we offer "Because it Matters" learning luncheons for the business community to learn about real-time topics that are, or could be, impacting their business growth. Speakers have covered topics such as water (the journey from the ground to the tap and back to the ground), to Tribal government issues, to the State of Healthcare, the State of Education, Medical Marijuana and its impact on hiring, and the economic impact of Oklahoma Baptist University on the community.

Shawnee Forward brought in experts for post traumatic stress and work stress, during COVID, in an effort of supporting the business leaders in their role.

Leadership Shawnee is a nine-month experience where participants learn about Shawnee and all that it has to offer a professional and their family. They meet staff at the City and County level, have private tours of facilities, receive leadership training and network with other professionals. We believe this program helps

connect and train the future of leadership for organizations throughout Shawnee. This program has been in existence since 1983

Associations and Memberships:

The Oklahoma City Regional Partnership. (OKCRP) is a ten-county partnership operated by the Oklahoma City Chamber's Economic Development Division, offering us access to a long list of software tools, legislative events, site selector meetings plus a highly trained economist and his research staff. This is a priceless membership for smaller economic development organizations like ours with limited research and resources for recruitment.

Oklahoma Economic Development Council, which allows us to remain current on economic development trends and activities that are being used across the nation. The value in this membership is that it allows us to review programs and action steps that we can apply in our own community. We have also been included in being a key sponsor at the International Economic Development Council's fall convention being held in Oklahoma City.

International Council of Shopping Centers: (ICSC) membership is a stipulation of our current contract, (ICSC) which is the professional association that most communities, national brand retailers, retail site selectors, and retail consultants belong to. This membership also provides us with insight into the retail trends across the nation, benefitting our retail recruitment efforts. Ultimately guiding our retail strategy efforts.

Leadership Oklahoma is the premier organization for leaders in the State of Oklahoma to network and make political inroads on behalf of their community. Our CEO is in class 34 and represents the community across the State and brings outside resources to our community. These relationships have led to more significant conversations with potential retailers and with political advocates for grants for our community.

v. Development and deployment of marketing materials:

Women Owned Businesses:

In 2022, Shawnee was designated the Number 1 City in Oklahoma for Women-owned Businesses. Beginning with a hunch by the CEO, the pursuit of data began. Shawnee Forward, Oklahoma Baptist University and state employees all worked together and the research showed that 49.4% of businesses in Shawnee are women-owned, which far exceeds the County and State numbers. Shawnee was recognized by Governor Kevin Stitt, Representative Bice, Representative Kerbs, Senator Lankford, and Senator Jett. The coverage is beginning to demonstrate that it attracts other women owned businesses. Success breeds success. This is a full campaign that has been worked on with multiple small businesses and CPN.

Shawnee #1 in Oklahoma For Women Business Owners

By Staff Reporter on Tuesday, February 15, 2023

During a press conference Tuesday afternoon, Shawnee Forward, Oklahoma Baptist University and state employees all worked together and the research showed that 49.4% of businesses in Shawnee are women-owned, which far exceeds the County and State numbers. Shawnee was recognized by Governor Kevin Stitt, Representative Bice, Representative Kerbs, Senator Lankford, and Senator Jett. The coverage is beginning to demonstrate that it attracts other women owned businesses. Success breeds success. This is a full campaign that has been worked on with multiple small businesses and CPN.

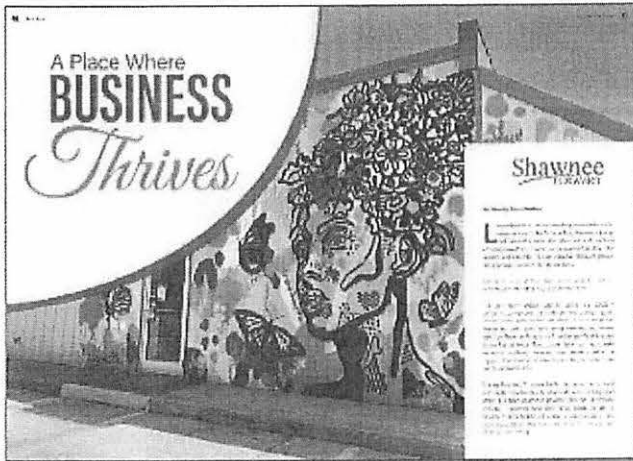
Stitt names Shawnee top in state for women business owners



Vicky O. Misa
The Shawnee News-Star

Published 6:01 a.m. CT Feb. 10, 2022





Statewide business features:

Business In Focus is an online and print publication about economic development and workforce around the United States. In July 2021, Shawnee was the feature article and our CEO was interviewed and local businesses advertised in the publication. We are able to use the article on our site and in promotional materials.



Shawnee Aligned:

Shawnee Aligned was announced in September 2021 as an agreement between the City of Shawnee and Citizen Potawatomi Nation with the mutual goal of bettering the Shawnee community. Tribal Chairman John "Rocky" Barrett and Shawnee Mayor Ed Bolt both signed an agreement that will allow the two entities to collaborate on shared issues, and potentially eliminate future duplication of efforts.

Topics that fall under this agreement include, but are not limited to, water system improvements, fire protection, housing, transportation, improving public facilities, and increasing overall quality of life. This agreement is a high-level, mutual framework that will steer all future agreements, creating a path for moving forward to improve the quality of life for all Shawnee residents, making the community more attractive for economic investment and positioning Shawnee for future growth. This is the first time the parties have entered into an agreement in over two decades.

NEWS

City of Shawnee and Citizen Potawatomi Nation launch Shawnee Aligned initiative



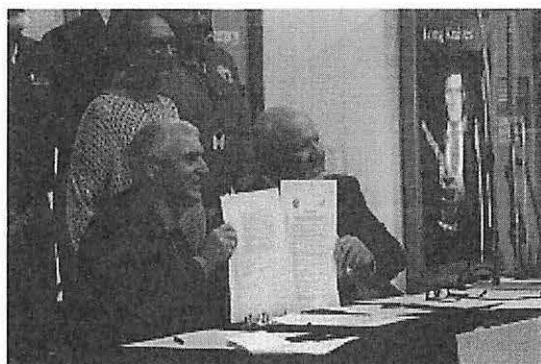
Vicki O. Misa
The Shawnee News-Star

Published 6:01 a.m. CT Sept. 23, 2021



A new era is now poised to begin, ending years of friction between the Citizen Potawatomi Nation (CPN) and the City of Shawnee.

On Tuesday, at the CPN Cultural Heritage Center, leaders from both local governments announced the launch of Shawnee Aligned, a new initiative with the goal of seeking opportunities to collaborate for the betterment of the Shawnee community.



Shawnee Mayor Ed Bolt, second left, and Citizen Potawatomi Nation Tribal Chairman John "Rocky" Barrett (left) signed a collaborative initiative Tuesday morning. The two local governments have agreed to work together toward the betterment of the community. VICKI O. MISA/SHS 23077791070

Local News

Citizen Potawatomi Nation And City Of Shawnee End Legal Battle, Strive To Attract New Jobs

KSBJ (By Allison Herrera)

Published September 24, 2021 at 10:35 AM CDT



Shawnee Mayor Ed Bolt (right) and Citizen Potawatomi Nation Tribal Chairman John "Rocky" Barrett (left) signed a collaborative initiative Tuesday morning.

Citizen Potawatomi Nation Tribal Chairman John "Rocky" Barrett (left) presents to Shawnee Mayor Ed Bolt (right) with a gift after signing a joint resolution committing to partner on projects for the good of their shared communities Tuesday, Sept. 21, 2021 at the City Cultural Heritage Center.

Marketing Campaign Assistance:

Shawnee Forward is a leader in communicating timely and relevant business and community news online through the Shawnee Forward website, Mass Emails, Facebook, Twitter, Instagram, LinkedIn, and Pinterest. A few community campaigns we helped with message distribution are:

South Central Industries -

A night to Dream

Potawatomi Fire - Opening Night

Kiwanis Pancake Feed

Neighboring 101

Community Renewal

Homeless Shelter

Information

Avedis Foundation (vaccine campaign)

United Way

Shop Small / Shop Local

#1 City Women Owned

Businesses

Legacy Parenting

SSM Vaccination Education

Oklahoma Baptist University

Shawnee Police Foundation

ShopSmall Campaigns:

The #shopsmall campaigns couldn't have been more timely to and more appreciated by the retailers in the midst of COVID. The only budget item that can help the City is sales tax, so through a very concerted effort, Shawnee Forward, with OGE support, promoted and celebrated #ShopSmall three designated times in 2021. Additional patrons that supported and participated were: First United Bank, Collision Works (over 800 patrons), Air Force, BancFirst, Wytyle, Bayly Botanicals, Mainstream Boutique, Kuckoo Bird and Dashing T, Sweatpea 4D, Eats & Sweets, United Way, PicStories, Theopolis Social Club and Community Renewal. Attended by Santa Claus, The Grinch, Cindy Lou, and Mayor Ed Bolt.

In one event, there were more than 350 tickets sold through Eventbrite and one winning shopper from Prague, OK was awarded a cash prize for shopping in Shawnee.

Outside Resourcing:

As a result of the pandemic, there were additional opportunities to write for grant funding. This has not historically been a focus for Shawnee Forward or this contract of economic development, but in light of the

circumstances and our staff experience in the area, we took the opportunity to apply for funding to serve the community and to attract additional resources.

Vi. Grant writing:

Bison Metals (Applied: \$66,000 Pending: 0 Received: \$66,000)

Indaco Metals (Applied: \$100,000 Pending: \$0 Received: \$100,000)

South Central Industries (Applied: \$3,902,000 Pending: \$3,000,000 Received: \$902,000)

Arkansas-Oklahoma Railroad (Applied:\$43,600,000 Pending: \$43,600,000 Received: \$0)

Many companies such as Bison Metals, Ball and Pipe Supply, and Shawnee Milling Company utilize the rail lines that connect Shawnee to the Oklahoma City market. While these lines are technically owned by Union Pacific (UP) and Burlington Northern Santa Fe (BNSF), Arkansas-Oklahoma (AOK) is the operator and contact on rail issues. AOK has brought to our attention that this line to the west is threatened by deteriorating condition and has fallen behind Class I standards. With this in mind, Shawnee Forward has submitted a \$20 Million dollar application to ARPA for repairs and upgrades as well as a \$23.6 million dollar Congressional Appropriation request for those as well as an engineering study.

Shawnee Forward coordinates most of the regional meetings between AOK, CPN, City of Shawnee, legislators, Union representatives, Seminole, Wewoka and any other stakeholders.

Oklahoma Baptist University (Applied: \$34,647,748 Pending: \$34,647,748 Received:\$0)

For the safety of their faculty, administration, student body, and others present, OBU is proposing an upgrade of their HVAC and related systems to improve air filtration and mitigate the spread of COVID. Given their mutual interests, OBU has partnered with the Mabee-Gerrer Museum of Art, and the Conference Center at St. Gregory's Abbey. Shawnee Forward provided assistance in both their application to the State and to the County which total over \$34,000,000 in pending funds.

Shawnee Forward works through all political channels on behalf of OBU to ensure their request is considered.

Public Transit (Applied:\$10,823,000 Pending: \$10,823,000 Received: \$0)

Currently, Shawnee has no fixed-route transportation service. There are two on-demand services, Central Oklahoma Transportation Services and Citizen Potawatomi Nation Transit, but they have seen tremendous growth with an increase in over 18,000 riders in just four years.

To alleviate this pressure and provide a regular service for those needing transportation to work, school, etc, Shawnee Forward has submitted requests to ARPA and Senator Inhofe for funding totalling over \$10.8 million for equipment, maintenance, overhead, etc.

Shawnee Forward partnered with AARP to develop and distribute a survey to Pottawatomie County residents over the age of 18 to better understand the need and the interest for public transportation. Shawnee Forward hosted more than 20 meetings in the last year to advance the cause, including meetings with multiple city leaders, throughout the change of staffing.

Tops Grant (Applied: \$24,000 Pending: \$0 Received: \$24,000)

The Economic Development Administration granted money to the Oklahoma Department of Commerce last year. These funds, in part, went towards a grant to local communities for evaluating sites, such as Shawnee Forward's 40 acres along Wolverine Road.

These \$24,000 grants were awarded earlier this year and Shawnee Forward was a late-winner of this grant. Soon, a consultant will be assessing our site for its capabilities, limitations, best uses, etc. Hopefully, this will

give information that Shawnee Forward, including its 40 Acres Industrial Development Committee, can use to maximize the impact of the property.

County Sales Tax Economic Development Grant Applications:

These two Pottawatomie County grants are in follow-up from the previous year.

- 20-89: Project FDM--\$50k—approved
- 20-105: Project Peck--\$45k—approved

County Economic Development Fund Impact Analysis:

At the request of the County's Economic Development Fund Review Committee, we began an impact analysis study of sixteen projects that the County invested in economic development funds to determine the overall impact of those investments.

Additional data needed to finalize our impact analysis and we will be able to use that data to support future incentive funding requests for similar projects.

In total, over \$1,187,000 in grant funding has been secured, with more than \$92,000,000 in grant dollar applications and tax credits pending.

Return on Investment - 2021

 2021 Contract:
\$294,000 Economic Development Contract
\$724,500 Return on Investment

Undoubtedly, the world faced unprecedented economic trends in the last two years, and with inflation on the rise the expectation of volatility can be scary. We do expect the continued influx of people to the State of Oklahoma from other states, and we are preparing for the expansion of the six lane interstate. How we show off our City, and how we promote business will be vital to our long term growth, and now MORE THAN EVER, we cannot afford to be unfocused and unprepared. If we do not aggressively prepare for the potential coming our way with the interstate expansion, we will simply get passed by. Today Shawnee is at a critical crossroads - intentional economic development will be key.

Unfortunately, the competition against other Cities is higher than ever and the resources available to other economic development organizations in communities our size are far outpacing us. See appendix C

Our ability to amplify the return on investment with as lean a staff as possible in 2021 - 2022 shows the organization's strength and focus. We have retooled with younger, eager and professionally trained staff while supporting them with seasoned, experienced board members and committee leaders.

Below, you will see the math used to figure the ROI figure. We used extremely conservative metrics. While Shawnee Forward is rarely the ONLY factor driving economic development projects, we are actively a part of most of them.

 Formulas:

*For sales tax impact of jobs added, (jobs added*income*percentage of income spent on taxable goods(0.29)* City Sales Tax (0.035)) + (jobs multiplier for industry sector*0.5 (conservative estimate for leakage)*jobs added*median income (\$40,473)*percentage of income spent on taxable goods (0.29)*City Sales Tax (0.035))*

For construction impact, spending on project output multiplier (2.4)*

For construction sales tax impact, spending (proportion of sector going to sales tax found in study (0.031)*ratio of City Sales Tax Rate to Sales Tax Rate in study (0.875))*

Our goal of each project is to expand the economic base of the City and Pottawatomie County by seeking diversification of opportunities and to encourage and assist resident industry to maintain and expand employment opportunities.

While some economic development work can be a glacially-paced endeavor, (and difficult to measure in short 12 month increments) there have been some successes in the past year with several expansions of existing businesses or altogether new to Shawnee businesses announcing or building.

With the help of a few articles, databases, and other sources that are referenced, we gauge the economic impact of successful projects with sales tax as the primary measurement. In total, over **\$724,500 in annual sales tax** is estimated to have been added by recent projects or will be added once their full effects can be felt.

 As a reminder, discretion and privacy is utmost important in the recruitment process so each project is listed in a code name unless it has been made public by the company directly.

2021- 22 Budget

10:57 AM
03/18/22
Accrual Basis

Shawnee Forward Inc
Profit & Loss by Class
July 2021 through February 2022

	Economic Development Funds	March - June Projections	TOTAL
Ordinary Income/Expense			
Income			
City of Shawnee			
Contract Income	\$ 196,664	\$ 98,332	\$ 294,996
Total Income	<u>\$ 196,664</u>		<u>\$ 294,996</u>
Expense			
Contract Services			
Accounting Fees	\$ 9,450	\$ 2,400	\$ 11,850
Total Contract Services	<u>\$ 9,450</u>		<u>\$ 11,850</u>
Facilities			
Cleaning	\$ 800	\$ 400	\$ 1,200
Expenses	\$ 700	\$ 500	\$ 1,200
Utilities	\$ 4,313	\$ 1,700	\$ 6,013
Total Facilities	<u>\$ 5,813</u>		<u>\$ 8,413</u>
Operations			
IEDC Fee	\$ 6,000	\$ 8,000	\$ 14,000
Dues	\$ 2,750	\$ 7,662	\$ 10,412
Meals/Entertainment/Travel	\$ 29	\$ 3,700	\$ 3,729
Mileage Reimbursement	\$ 204	\$ 100	\$ 304
Supplies	\$ 314	\$ 100	\$ 414
Telephone, Telecommunicati	\$ 150	\$ 100	\$ 250
Training/Education	\$ 825	\$ 4,073	\$ 4,898
Total Operations	<u>\$ 10,272</u>		<u>\$ 34,007</u>
Personnel			
CPE	\$ 930	\$ 6,000	\$ 6,930
Payroll Taxes	\$ 8,674	\$ 5,600	\$ 14,274
Salaries	\$ 135,763	\$ 74,800	\$ 210,563
Total Personnel	<u>\$ 145,368</u>		<u>\$ 231,768</u>
Total Expense	<u>\$ 170,903</u>		<u>\$ 286,038</u>
Subtotal	<u>\$ 25,761</u>		<u>\$ 8,958</u>
Other Income/Expense			
Other Income			
Shell Building			
Expenses	\$ (867)		\$ (867)
Interest - Bldg	\$ (8,092)		\$ (8,092)
Total Shell Building	<u>\$ (8,959)</u>		<u>\$ (8,959)</u>
Net Ordinary Income	<u>\$ 16,802</u>		<u>\$ (1)</u>

Proposed 2022 Economic Development

Contract Request:

Proposed Contract Changes

\$323,400 Economic Development SOW

\$102,000 Incentive Program Funding

(See Appendix C for SAMPLE Incentive program)

Proposed contract changes for consideration:

Current language: Section I.1.c: Implementing a comprehensive and aggressive marketing program to attract new industrial manufacturing jobs to CITY.

Recommended Change: We would like to see this language expanded to include "attract new, above living wage jobs" to the CITY. We would like to base the job recruitment to any job employing people above the living wage, not limit it to only manufacturing.

Current language: Section I.1.d: Providing materials including graphics and photos where appropriate to those individuals or companies evaluating the CITY for industrial and commercial investments.

Recommended Change: We would like to see this language expanded to include "for industrial, commercial and other investment." This would broaden the scope of the objective to be more inclusive.

Current language: Section I.2. The Mayor or their designee, as confirmed by the City Commission, shall serve on the Shawnee Forward Board. The Shawnee City Manager shall serve as an ex officio member of the Shawnee Forward Board.

Recommended Change: The Shawnee City Manager or Assistant City Manager shall serve as an ex officio member of the Shawnee Forward Board. Since the Assistant City Manager role is a new role, we would offer to expand this ex officio role to include either person.

Section I.3: Incentive Program: Shawnee Forward, in conjunction with CITY, shall prepare an incentive program for retention, recruitment and expansion of businesses within the CITY.

No action has been taken by the City or Shawnee Forward through the City Commission and Contract Review committee of 2021 stated that the 2021 requested funding of \$102,000 would be available in 2022. With this ask, we are proposing the City Commission consider adopting a policy similar to the provided Retail Incentive Program and fund it with an initial \$102,000. See Appendix D.

Current language: Section I.6.a. Shawnee Forward will provide a written monthly report of its activities to the CITY or as part of its monthly board meeting is something we currently provide in person at our board meetings to the members representing the City of Shawnee.

Recommended Change: We would like to recommend this be changed to a bi-annual executive session at the first City Commission in November and the first City Commission in April, to keep the commissioners informed without risking the release of confidential recruitment and retention details to the public. We would like to recommend this being written into the annual contract.



Shawnee Forward Economic Development Scope of Work and Change in Measurement

Updating the Metrics:

Our request of \$323,000 for economic development work and the \$102,000 for the proposed incentive plan is to continue the work outlined in last year's progress and to begin establishing more baseline data on indicators, not just outcomes.

With the six lane interstate coming to more of a reality, the research at our hands, the great partners like Pottawatomie County, COEDD, COCAA, CPN and others, a motivated staff, and some statewide recognition, we are positioned to lead economic development in the following key strategic areas: business growth, quality of life, marketing workforce. We are receiving very positive feedback on the perception of our support for the business community all the way from Senator Lankford's office to the local volunteers. Our work is mission critical to the CITY.

With solid City and Shawnee Forward leadership we have been able to stabilize messaging. In 2022-23 we will be accelerating the marketing efforts through all mediums; in person, print, digital, and through trade shows and workshops. We will also be establishing more long term economic development measurement including indicators as well as accomplishments.

Measuring simple outputs of economic development, such as raw counts of meetings and contacts, are appealingly easy to compile and report (and what we have done in years past for this contract submission). They focus on the things economic development officials can control rather than on outcomes, which may depend on so many more other factors.

Shawnee Forward is committed to tackling community problems that lie beyond our full control, and generally the solutions leverage the expertise of others. For example, many factors beyond police performance influence crime rates, yet the police are expected to hold the rate down. Similarly, our economic development success is far beyond the raw counts of outputs and reporting on outcomes such as:

- Dollar amount of investment created through economic development efforts
- Number of new jobs created through economic development efforts
- Number of business licenses issued

Shawnee Forward can not claim sole responsibility for results or for advances from one year's number to the next, but we do have a vital role in influencing the results.

A changing economy, COVID19, major shifts in industrial structure, and increased global competition for jobs and private investment have challenged traditional approaches to economic development and led us to pursue new job creation strategies. What was once an almost exclusive focus on marketing and industrial recruitment is being augmented by approaches that emphasize homegrown sources of economic activity—efforts that develop entrepreneurial skills, creativity, and talent and promote innovation. The new approaches to measuring performance in economic development emphasizes outcome metrics as well as indicators gauging local assets thought of as the "inputs" to regional competitiveness. These assets include a skilled workforce, ample financial capital, interesting places, and a community's innovative capacity.

The new set of performance measures reflects the fact that much of what communities do now to promote economic development involves enhancing local and regional competitiveness and boosting local capacity to support private investment and economic growth from both within and without.

This new approach to measuring success assumes that economic growth, as measured by a quantitative increase in certain indicators—jobs, capital investment, and tax base, for example—is an intermediate outcome that should lead to qualitative improvements in a local and regional economy over the longer term.

Communities often establish economic development programs with a principal hope of boosting the local tax base. Here are some indicators relating to that goal:

- Growth in assessed/appraised value of properties in a target area
- Percentage increase in the business tax base

A sure sign of economic vitality is a high occupancy or low vacancy rate for existing office, retail, and industrial buildings. Of course, occupancy is always a moving target. Achieving low vacancy rates is likely to spur new construction, which in turn creates new vacancies, perhaps causing the vacancy rate to edge upward—while giving the tax base a boost.

Here are some sample measures:

- Existing and available industrial space
- Existing and available retail space
- Longevity of business ownership
- Airport fuel sales
- Sales and Use Tax Collections

Other measures focusing on different aspects of economic development success provide an indicator of quality or results:

- Hotel occupancy rate
- Available residences
- Residential vacancy rate
- Time residences spend on market before sale
- Percentage of potential jobs at risk that are retained (TDK)
- Mean hourly wage of jobs created through ED department incentive programs (Jindal, Indaco, SCI, GF)
- Ratio of outside funds to municipal funds for development initiatives (Shell building, AOK rail investments, Commerce grants)
- Percentage of active business leads that choose to live in the city (of top 10 employers)
- Percentage of leaders/businesses in mentoring programs (SUSTAIN successes)
- Internships growth of ICAP program
- Statewide recognition for community innovation and/or achievement
- Growth of local school enrollments (K-12 and university)
- National rankings on “Best of Lists”
- Lowering crime rates

Economic development success can also be measured by more general indicators of wealth creation, such as:

- Unemployment rate
- Labor force participation rate
- Total jobs
- Total employers
- Percentage of residents below the poverty line
- Median household income.

To reach these goals, and the general objectives of the Economic Development Contract with the City of Shawnee, we deploy multiple committees and we continue our partnerships with research entities to carry out the research.

To see the full list of committees and their members see Appendix B and the full list of membership organizations used to do the data collection see associations and memberships section.

Executing the Work:

Our workforce development efforts and close relationship with Gordon Cooper Technology systems, local Colleges and Universities, and other workforce programs are deeper aligning employers with their existing and future workforce. We are connecting industry with program level leadership to design and fill courses that meet business needs.

Committees are actively researching business incubator programs, talent recruitment and retention strategies, young professional associations, diversity in economic development and partnerships with event venues to attract more permanent investments in our community. Like other areas of the City, one arm of economic development impacts other areas both directly and indirectly.

While continuing to support Business Retention and Expansion, it is evident that the City needs to establish a mechanism for funding a recruitment incentive fund. Other cities in Oklahoma are utilizing a portion of their use tax and/or their hotel / motel tax to fund incentive programs for business recruitment.

Shawnee is at competitive disadvantage because there is not an incentive fund readily available for business recruitment.

The proposed incentive fund request is in direct response to the current contract, which has not been funded historically, will allow our organization to not only do what we have been doing, but also allow us to be more aggressive in new business recruitment. In the previous year, Shawnee Forward passed internal policies for the establishment of a separate account for the incentive fund. Several partners have been approached about matching funding to bolster the fund after the City provides an initial commitment.

While building an incentive fund set of policies and guidelines for enhanced recruitment activities, we will continue to support local businesses, market our city and solve workforce objectives.

Our committees (outlined in the appendix) will be working on the following major initiatives:

1. Women Owned Business incentives, certifications, state and national recognitions
2. The development of the 40 acres of industrial property
3. An incubator program for entrepreneurs and startups
4. Additional quality jobs applications
5. Grant writing for Federal grants
6. Submissions for tax credits
7. Workforce and community pride training
8. An economic development summit
9. Policy advocacy

Response to Self Sufficiency Request

Sustainability:

Typically, economic development programs operate through a dedicated economic development sales tax, the allocation of the Use Tax or a dedicated Hotel / Motel tax, or similar to the current Shawnee program, providing services under contract through a municipality or county government.

For Example:

Ponca City Development Authority: <https://www.goponca.com/>

Receives \$2,200,000 annually from the City which is 13% of sales tax funds received by the City.

Bartlesville Development Authority: <http://www.bdaok.org/>

Receives \$880,000 annually from the City which is 4.6% of sales tax funds received by the City.

Enid Regional Development Alliance: <https://growenid.com/>

Receives \$600,000 annually from the City which is 1.7% of sales tax funds received by the City.

There are more funds available for specific projects for some of these, but we will focus on direct funds for ease of comparison. As proportions of their local sales tax, these are approximately 13%, 4.6%, and 1.7% of funds received by their local government unit. In reference, Shawnee Forward receives 1.4%, a modest sum that is the lowest of the group.

This lower commitment to economic development is evident in the recruitment packages we are able to offer in comparison to the three communities mentioned above.

At this time, with the exception of the Mid America Industrial Park, which is a self-sustaining public trust, we are unaware of any other economic development programs in Oklahoma that are self-sustaining or self-funded. This will likely remain scarce, as economic development is a public endeavor that cannot thrive in the private sector by its nature.

The underlying purpose and main objective of an economic development program is to enhance and assist in growing the economy and revenue streams of the local unit which they serve. We are committed to being an exceptional service provider to the CITY, our business community, and the citizenry.

Similar Organizations in the Community:

In most cases economic development is not a short or quick off the shelf process (as you can tell by the length of this submission). Rather our work may take years to land a prospect or start a new development.

Consistency, "stick-to-it-tive-ness", dogged determination, providing relevant, factual and accurate data to the client, are what leads to success more than any other method. That takes time, training, and professionalism.

Without this organization and collective, focused effort, the work we do would not take place. There are no similar organizations in the community. We are the only organization actively pursuing projects to increase the City of Shawnee sales tax base and County ad valorem.

Appendix A

Shawnee Forward Staff

A vision is as good as the people and processes that work to execute it.

We have a staff of industry trained professionals to accomplish this work and they all live, work and play in our community. They have complete investment in our community's success. In addition to their work at Shawnee Forward they are involved in multiple community efforts such as:

Shawnee Kiwanis Club
OBU School of Business Executive Board
Leadership Oklahoma Class 34
City Commission meeting attendance
County Commission meetings attendance
COEDD meeting attendance
Shawnee Home Builders Association
Leadership Shawnee Honors Graduates
Oklahoma Baptist University Volunteer
Frontline Church Attendee
Mission Shawnee Volunteer
Community Renewal Volunteer in the classroom and the neighborhoods
Community Market Volunteer
Gateway to Prevention and Recovery Volunteers and Mentors
Volunteer for Worrel's Haven Women's Recovery Home
Blue Zones Project Volunteer

The CEO: Rachael Melot

In her second year leading the organization, Rachael has earned a reputation as a positive, motivational leader who can lead transformational change. With her leadership, Shawnee was recognized in 2022 as the #1 City in Oklahoma for Women Owned Businesses.

Melot led Shawnee to be the first Certified Blue Zones Project Community in the State of Oklahoma through deep partnerships with businesses, the CITY and Citizen Potawatomi Nation. She is the author of *The Ten Commandments of #SuccessWithoutApology*, and the owner of Wytstle, a Shawnee small business celebrating 7 years. She is also the mentor of more than 80 women in our community. In addition, she is 1 of 48 people in Leadership Oklahoma Class 34.

She volunteers and mentors through Oklahoma Baptist University Lydia's Lamp program, George W. Bush's Women in Fellowship, Worrel's Haven and Gateway to Prevention & Recovery. She holds a Doctorate of Leadership in Humanitarianism, a Masters Degree in Educational Leadership, and an undergraduate degree in Health, Physical Science & Education from Oklahoma Baptist University

The Economic Development Lead: Walter Baker

Walter earned his Masters in Economic Development from the University of Southern Mississippi, his Bachelors in Public Administration from the University of Texas at San Antonio and completed his Basic Course for the IEDC certification, which is the highest certification awarded in Economic Development.

Walter worked for the State of Missouri's Department of Economic Development, monitoring CDBG-funded projects totalling almost \$40 Million. Before that, he worked as the Economic Development Associate in Gun Barrel City, TX where he helped recruit primarily retail businesses.

Walter has been in the role at Shawnee Forward for 6 months and is using his background with grants and retail recruitment to expand the role of Shawnee Forward. His grant writing has become especially timely with the inordinate amount of grant funding available right now. This year alone he has assisted in writing for \$92 million in grant funds.

As the Economic Development Lead he works to improve our economy through marketing to prospective new businesses, aiding existing industries in expansions, applying for grant funding, serving as the staff liaison for 3 committees (Entrepreneurial, 40 Acres Industrial Development, and Infrastructure), and connecting entrepreneurs to the necessary resources. He also serves as the primary information conduit to the City leadership.

The Marketing and Events Director: Kimberly Davis

Kimberly handles all of the external marketing for the organization, which is the largest intersection between our Chamber and economic development services. The services include everything from event planning, marketing, content creation, podcast production and executional oversight of all events within our organization.

She also serves as the staff liaison for the Quality of Life - Young Professionals Committee, Tasty Affair & Auction Committee, Juneteenth Pickleball Tournament Task force, Talent Committee and the Ambassador Program. The Talent and Young Professionals committees are a direct result of economic development efforts to create great quality of place and quality of life for young professionals.

Her marketing skills serve the business community with marketing strategy, automation creation and brand messaging. Companies have been credited here with business growth and significant savings of resources.

The Account Executive: Fhionna Shaughnessy

Serves as the face of the organization to our membership base and leads the ambassador program that promotes shopping locally and community business growth. She is also a staff Liaison for the Policy Committee.

She focuses on recruiting members of Shawnee Forward to offer them both membership benefits to help them grow and expand their business and to amplify our economic development efforts community wide.

Fhionna also supports the Marketing Director in fundraising efforts.

The Administrative Assistant: Melissa High

Melissa High supports every aspect of economic development, marketing, and membership through her administrative role. She manages our office operations, bookkeeping, answers phone calls daily informing citizens, visitors and businesses of the opportunities to engage in Shawnee and the workforce.

She also pleasantly greets more than 100 people every month with a variety of inquiries about Shawnee. Shawnee Forward is able to support both the members and non-members alike with her work and her ability to connect individuals with services. She distributes County maps, phone books, and other marketing materials as requested.

Appendix B

Committees & Volunteers

Entrepreneurial Committee:

This committee is focused on the research and launch of an incubator program for entrepreneurs to increase the awareness of resources, funding and support for business start up and growth. The work will be based on a gap analysis of industries and jobs as well as the start up business needs.

Committee members are:

1. Walter Baker, Economic Development, Shawnee Forward
2. Travis Burdine, Owner, Whiskey Wings
3. Susan DeWoody, Provost & Chief Academic Officer, Oklahoma Baptist University
4. Julie Hokit, Owner, Insurance & Financial Design
5. Kevin Huddleson, Partner, Finley and Cook
6. Jeff Madison, Owner, Chick-fil-A Shawnee - Board of Directors liaison
7. Rachael Melot, Chief Executive Officer, Shawnee Forward
8. Steeve Reese, Real Estate Agent, Next Home Realty
9. Daniel Shaughnessy, Owner, Shawnee CTV
10. Cama Watts, Business and Entrepreneurial Services Coordinator, GCTC
11. Becky Webb, Administrative Assistant, A/C Doctors

40 Acre Industrial Development:

This committee is investing time and resources to develop all properties north of town in the industrial park with a specific interest in the 40 acres currently owned by Shawnee Forward. This committee will use economic development funds to:

- Identify available sites capabilities
- Identify what industries sites can support
- Identify quantified site gaps and limitations
- Conduct competitive capability assessments; and
- Make recommendations for investment in infrastructure gaps.

Committee members are:

1. Nick Atwood, City of Shawnee Judge, Partner - Ritchie, Rock and Atwood Law Firm
2. Walter Baker, Shawnee Forward
3. Paul Bass, First United Bank
4. Larry Briggs, Retired
5. Glenn Davis, United Dynamics
6. Geoff Garcia, Concept Electric
7. Tina Hanna, South Central Industries - Board Liaison
8. Chad Meiler, BancFirst
9. Rachael Melot, Shawnee Forward
10. Daniel Shaughnessy, Owner, Shawnee CTV
11. Emily Tate, OG&E
12. Josh Trimble, Bethany Children's Home
13. Becky Webb, AC Doctors

Infrastructure/ Multi-modal transportation task forces:

These task forces invest time and resources to advance the request for funding for both rail and bus transit systems. In the last year the rail task force submitted applications for a total of \$54,424,000 dollars. The Bus transit task force has applied for ARPA funding, launched a transportation survey in partnership with AARP and hosted multiple transportation meetings.

RAIL task force members are:

1. Walter Baker, Shawnee Forward
2. Jim Collard, Citizen Potawatomi
3. Melissa Dennis, Pottawatomie County - Board Liaison
4. Joe Ford, Shawnee Milling
5. Shane Jett, Senator
6. Dell Kerbs, House of Representatives
7. Marion McMillan, BancFirst
8. Rachael Melot, Shawnee Forward
9. Lori Peterson, OK Railroad Association
10. Zach Taylor, Senator
11. Heather Watson, AOK railroad

Bus Transit Committee members are:

1. Walter Baker, Shawnee Forward
2. Ed Bolt, City of Shawnee
3. Tina Hanna, South Central Industries - Board Liaison
4. Kathy Laster, Avedis Foundation
5. Barbara Loudermilk, Central Oklahoma Community Action
6. Tina Lowery, Central Oklahoma Community Action
7. Tracy Meeuwsen, Avedis Foundation
8. Rachael Melot, Shawnee Forward
9. Rob Morris, Citizen
10. DaLacy Sleeper, BancFirst
11. Maschell Sourjohn, AARP
12. Cory Swearingen, Central Oklahoma Community Action
13. Sara Dame, Central Oklahoma Community Action

Workforce:

Workforce efforts in the coming year will be an effort with multiple partners, for instance COWIB handling job fairs and GCTC handling custom training for employers. Our organization will focus on Talent recruitment and young professional development. The Young Professional task force is developing and the talent committee is working.

Talent Committee:

With 2020 continually deemed an "unprecedented time," economic developers have never been more important to bringing stability and opportunity to their communities, and young professionals play an especially critical role. Their uniquely aware perspectives are advancing innovative and equitable approaches to economic development, and the future of the industry will be better for it. At Shawnee Forward we believe the gathering of and celebration of young professionals will make our City more attractive to other young professionals and families to live and work in Shawnee.

The Young Professionals will launch in April and is being led by a few volunteers in the community. This committee will also focus on the recruitment of talent graduating Shawnee Public Schools, Gordon Cooper Technology Center and Oklahoma Baptist University.

Committee members are:

1. Charlotte Birchett, GCTC
2. Brandy Burns, CareerTech
3. Robert Davenport, Oklahoma Baptist University, Board Liaison
4. Kimberly Davis, Shawnee Forward
5. Ronald Hill, Oklahoma Juvenile Authority
6. Jeff Madison, Chick Fil-A
7. Daniel Shaughnessy, CCTV
8. Emily Tate, OG&E
9. Sandy Vanderburg, United Way Pottawatomie County
10. Michelle Wallace, Shawnee Public Schools
11. Sarah Weeks, GCTC

Diversity:

The Diversity Committee was created to highlight and acknowledge local diversity. Participants on the Diversity Committee range in age, sex, gender, race, and economic status providing an opportunity for all the voices in our community.

Committee members are:

1. Mike Affentranger
2. Natalie Arnett
3. Cami Engles, Theopolis - Board Liaison
4. Ronald Hill
5. Rachael Sain
6. Daniel Shaughnessy
7. Mashell Sourjohn
8. Josh Trimble

Quality of Life:

The work Shawnee Forward will lead in the areas of quality of life will cross over into chamber-like activities which will include partnerships with entertainment venues like the EXPO, the Grand Arena, and others to recruit visitors and locals alike to spend their money locally.

All work in workforce development and business growth will enhance our quality of life as well.

Committee members are:

1. Erica Bass, Communications Manager, Visit Shawnee
2. Jennifer Bell, Head of Marketing, CPN
3. Lori Hagans, Director of Career Development and Parent Engagement, Oklahoma Baptist University
4. David Henry, Pastor, Calvary Baptist Church
5. Kathy Laster, Chief Executive Officer, Avedis
6. Marissa Lightsey, SDE
7. Daniel Matthews, Executive Director, Community Market
8. Rachael Melot, Chief Executive Officer, Shawnee Forward
9. Vedrana Milakovic, CPN
10. Yolanda Scott, Program Manager Youth Services, COWIB
11. John Bobb-Semple, Executive Director, Blue Zones
12. Dalacy Sleeper, Regional Credit Analyst, BancFirst
13. Michelle Wallace, Educator, Shawnee Public Schools
14. Cama Watts, Business & Entrepreneurial Services Coordinator, Gordon Cooper Technology Center

City of Shawnee Advocacy:

Advocate on behalf of the Shawnee area business community, City, County, State, and Federal Governments. Identify and message issues that are important to our business community through surveys and personal meetings. Advocate to the local, city, and state governments on behalf of the needs of our business community in the region, and message on behalf of our City to stakeholders such as business owners/operators and future investors.

Committee members are:

1. Casey Bell, BancFirst
2. Robert Davenport, Oklahoma Baptist University
3. Melissa Dennis, Pottawatomie County
4. Cami Engles, Theopolis
5. Bryan Lucas, Georg Fischer - Board Liaison
6. Daniel Matthews, Shawnee Community Market
7. Daniel Shaughnessy, CCTV
8. Fhionna Shaughnessy, Shawnee Forward
9. Emily Tate, OG&E
10. Tony Wittman, City of Shawnee

Appendix C - SAMPLE Incentive Policy

SAMPLE Incentive Programs (IP)

Statement of Purpose

The purpose of this policy is to provide criteria for identifying situations where it is desirable and suitable to provide incentives for private development in the retail sector and support redevelopment and revitalization of underserved areas.

Goals and Objectives

The City of Shawnee recognizes that the most effective incentive for economic development is being a livable and vibrant community. It is recognized that Shawnee, like all cities in Oklahoma, is heavily reliant on sales tax revenues to support the City's General Fund.

In order to provide the levels of programs and services necessary to remain a vibrant and livable community, the sales tax base must continue to grow. The goal of this policy is to ensure Shawnee continues to be a great place to live and that continuing to be a regional retail center is supportive of that effort. This policy is intended to support commercial retail businesses that:

- 1) Increase sales tax revenue through direct sales, purchases by employees and purchases from City of Shawnee vendors;
- 2) Increase ad valorem revenue to the City, Pottawatomie County, school districts located within the city and other local and area education and governmental entities that benefit therefrom;
- 3) Enhance property values within the City;
- 4) Contribute to the economic well-being of the citizens and residents of the City, Pottawatomie County and the State of Oklahoma.
- 5) Diversify the local economy, provide economic stimulus for additional employment and other development, and provide training and employment opportunities in services, sales and management skills.
- 6) Contribute to an expansion of economic development opportunities in the City of Shawnee through participation in public private partnerships. If applicable, such efforts may include:
 - Providing enhancements to public infrastructure.
 - Encouraging private investments into facilities that increase the efficiencies of public transportation systems.
 - Increasing efficiencies of public access and convenience to engage in private commercial activities.

Economic Development Tools

It is recognized that each potential project may have different needs and each incentive will likely need to be tailored to particular projects. Economic development tools include, but are not limited to:

- Sales tax reimbursement
- Tax abatement
- Tax increment finance districts
- Investment in infrastructure
- Lease of publicly owned facilities or sites

Eligibility Criteria (sales tax reimbursement)

Every proposal will be evaluated on its individual merit and overall contribution to the City's economy. An application may be for a stand-alone retail business, for a development that includes multiple retail businesses or for development in an underserved area or area in need of redevelopment. Meeting eligibility criteria described herein does not guarantee incentives will be approved. The following criteria (recognizing

- a proposal may address some but not all criteria) will be used to evaluate whether a particular proposal may qualify for incentives:

Guidelines

Minimum requirements for applicants

1. Stand alone retail: Retailer must have projected annual gross retail sales of \$2 Million by the third year of operation.
2. At time of application, Retailer has no existing presence in the County, or new development that is part of a regional retail project of at least 10,000 square feet.
3. Multi business development: If the application is for a development with multiple businesses the project must contain at least 10,000 square feet.
4. Underserved or distressed area: Location is within an enterprise zone, designated USDA food desert, or TIF district

Submission of Incentives Proposal (IP)

A company desiring to receive incentives from the City must submit a proposal to the Economic Development organization's (Shawnee Forward) Incentive Committee (IC) and then to the City Planning department including, at a minimum, the following:

- 1) A description of the type of business and projected annual sales.
- 2) Identify specific project location(s) and provide a description of infrastructure needs or unique, public utility service needs.
- 3) A description of the initial plan for development, including a timeline for design, construction, hiring, and operation, as well as plans for future expansion.
- 4) An estimate of planned capital investment that corresponds to any phasing for development and expansion.
- 5) The planned number and function of new full and part time employees.
- 6) A narrative description and any other information that demonstrates how the applicant meets and/or exceeds the criteria set forth in this policy.

The applicant must provide sufficient information to allow staff to conduct an analysis of the direct and indirect impacts of the projection.

Evaluation of Proposal's Public Purpose

The Incentives Committee (IC) will evaluate the public purpose served by the proposed development using the following criteria:

- 1) The way in which the public benefits compare to the way in which private parties may benefit;
- 2) The overall primary effect of the public expenditure;
- 3) The consideration given for the expenditure;
- 4) The location or site improvement of a particular project;
- 5) The creation of job opportunities;
- 6) The comparison of private dollars involved in a project to the number of public dollars;
- 7) Increased tax and/or other revenues;
- 8) Competition with other localities;
- 9) Nature and scope of public improvements to be constructed by retailer/developer

• Limits of Sales Tax Reimbursement

Should the evaluation of the proposal determine that the proposed retail project meets public purpose and other requirements stated herein, the calculation of the Sales Tax reimbursement is subject to the following limits:

\$2 Million maximum reimbursement per project for public infrastructure improvements. Annual amount available for sales tax reimbursement for the total of all projects is capped at 1 percent of budgeted General Fund Sales revenue in the City fiscal year (July 1 to June 30).

Maximum term of incentive payment is 7 years.

Annual amount of reimbursement is subject to City's annual appropriation of sufficient funds in the City's fiscal year (July 1 to June 30) budget.

Performance Standards

Any company receiving monetary incentives from the City will be required to enter into a development agreement. Each development agreement will vary based on the specific project, but all such agreements shall set specific performance goals (i.e.: gross retail sales) and the consequences (i.e. failure to generate sufficient sales over the allocated period to be fully reimbursed the retailer would forfeit the remainder) to the company of not meeting such goals.

Monitoring and Evaluating Compliance

A company entering into a development agreement must submit quarterly reports (first Friday of July, Oct., Jan., and Apr.) to the IC. These reports must demonstrate the progress the company has made toward the performance goals outlined in the performance agreement. IC committee will use these quarterly reports to conduct an annual compliance evaluation and recommendation to the City.

Process for an Incentives Proposal (IP)

1. Contact the Shawnee Forward Economic Development Lead for proposal guidelines.
2. Pre-Application conference with City of Shawnee Planning Director & Shawnee Forward Economic Development Department staff.
3. Initial Application fully completed (see section on incentive proposal) and submitted to the IC.
4. Review of RP by IC.
 - a. Committee Consist of a representative from the following departments:
 - i. Shawnee Forward Economic Development Department
 - ii. City of Shawnee Planning Department
 - iii. City of Shawnee Engineering Department
 - iv. City of Shawnee Finance Department
 - v. City of Shawnee Mayor or Vice-Mayor
 - vi. City Council of appropriate ward
 - vii. Retail Marketing Coordinator, or equivalent
5. Analysis and determination of Project Plan's eligibility/feasibility by the IC.
6. City of Shawnee Planning Department, with Shawnee Forward Economic Development Department prepares a development agreement for approval by the Mayor
7. City of Shawnee Planning Department staff schedules a review by the City of Shawnee Planning Commission
8. Planning commission approval of development agreement goes to a review and vote of the City of Shawnee commission.
9. IC leadership serves as project manager for development agreement (includes notification of proper financial entities/departments) and serves as liaison between applicant and City Manager.

Appendix D: 2021 Audit

This concludes our response to the list of questions and documents listed in the City of Shawnee Resolution No. 6559. Following this application we have provided our 2022/23 proposed budget that will go before the board of directors next month. If there are other items that you require or something we have overlooked, please contact us at your earliest convenience so we can address those items.

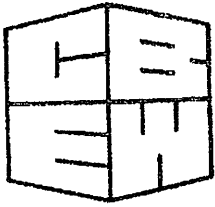
SHAWNEE FORWARD, INC.

BASIC FINANCIAL STATEMENTS
June 30, 2021 and 2020

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

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INDEPENDENT AUDITOR'S REPORT

August 25, 2021

To the Board of Directors of
Shawnee Forward, Inc.
Shawnee, Oklahoma

Report on the Financial Statements

We have audited the accompanying financial statements of Shawnee Forward, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Shawnee Forward, Inc., as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

CBEW Professional Group, LLP
CBEW Professional Group, LLP
Certified Public Accountants

Members of American Institute and Oklahoma Society of CPA's
Serving Our Clients Since 1960

SHAWNEE FORWARD, INC.

Shawnee, Oklahoma

STATEMENT OF FINANCIAL POSITION

June 30, 2021 and 2020

ASSETS

	June 30, 2021	June 30, 2020
Current assets		
Cash and cash equivalents (Note 1)	\$ 394,250	\$ 321,936
Investments	-	20,210
Accounts receivable	85,829	30,372
Pledges receivable, current portion	8,125	117,000
Prepaid insurance	7,087	12,014
Total current assets	495,291	501,532
Fixed assets (Notes 1 and 3):		
Shell Building - investment	-	1,427,508
Land	46,626	46,626
Buildings and improvements	258,360	243,453
Construction in progress	13,396	-
Office furniture and equipment	84,423	84,423
Total fixed assets	402,805	1,802,010
Less accumulated depreciation	(250,842)	(237,136)
Total capital assets, net	151,963	1,564,874
Other assets		
Pledges receivable, noncurrent portion	-	4,489
Mineral interest	-	1,000
Shawnee Tubing Real Estate LLC Investment	100,000	100,000
Total other assets	100,000	105,489
Total assets	\$ 747,254	\$ 2,171,895

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable	\$ 20,675	\$ 3,450
Accrued payroll and payroll liabilities	4,306	20,088
Accrued compensated absences	9,423	7,121
Accrued interest payable	6,020	15,953
Deferred revenue	76,692	57,369
Security deposit payable	-	2,600
SBA Paycheck Protection Program Loan	68,607	-
Current portion of long-term debt	195,357	22,437
Total current liabilities	381,080	129,018
Long-term liabilities		
Notes payable	234,625	1,279,655
Less current portion	(195,357)	(22,437)
Total long-term liabilities	39,268	1,257,218
Net assets:		
Net assets without donor restrictions	318,781	664,170
Net assets with donor restrictions	8,125	121,489
Total net assets	326,906	785,659
Total liabilities and net assets	\$ 747,254	\$ 2,171,895

The accompanying notes are an integral part of the basic financial statements.

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:			
Contributions	\$ 10,746	\$ -	\$ 10,746
Contract - City of Shawnee	269,896	-	269,896
Fundraising income	104,835	-	104,835
Government grants	183,000	-	183,000
Interest income	258	-	258
Membership dues and events	135,400	-	135,400
Miscellaneous income	-	-	-
Rental income	88,306	-	88,306
Gain (loss) on sale of assets	(399,958)	-	(399,958)
Net assets released from restriction:	<u>113,364</u>	<u>(113,364)</u>	<u>-</u>
Total revenues	<u>505,847</u>	<u>(113,364)</u>	<u>392,483</u>
Expenses:			
Program services	618,226	-	618,226
Management and general	160,697	-	160,697
Fundraising	<u>72,313</u>	<u>-</u>	<u>72,313</u>
Total expenses	<u>851,236</u>	<u>-</u>	<u>851,236</u>
Increase (decrease) in net assets	<u>(345,389)</u>	<u>(113,364)</u>	<u>(458,753)</u>
Net assets - beginning of year	<u>664,170</u>	<u>121,489</u>	<u>785,659</u>
Net assets - end of year	<u>\$ 318,781</u>	<u>\$ 8,125</u>	<u>\$ 326,906</u>

The accompanying notes are an integral part of the basic financial statements.

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:			
Contributions	\$ 32,076	\$ 41,924	\$ 74,000
Contract - City of Shawnee	296,496	-	296,496
Fundraising income	69,696	-	69,696
Interest income	679	-	679
Membership dues and events	102,995	-	102,995
Miscellaneous income	1,104	-	1,104
Rental income	85,455	-	85,455
Net assets released from restriction:	167,310	(167,310)	-
Total revenues	<u>755,811</u>	<u>(125,386)</u>	<u>630,425</u>
Expenses:			
Program services	428,282	-	428,282
Management and general	176,867	-	176,867
Fundraising	48,124	-	48,124
Total expenses	<u>653,273</u>	<u>-</u>	<u>653,273</u>
Increase (decrease) in net assets	102,538	(125,386)	(22,848)
Net assets - beginning of year	<u>561,632</u>	<u>246,875</u>	<u>808,507</u>
Net assets - end of year	<u>\$ 664,170</u>	<u>\$ 121,489</u>	<u>\$ 808,507</u>

The accompanying notes are an integral part of the basic financial statements.

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2021

	Program Services	Management and General	Fund Raising	Total
Advertising	\$ 626	\$ 1,661	\$ -	\$ 2,287
Bad debt	19,814	-	-	19,814
Bank charges	-	3,778	-	3,778
Depreciation	11,608	2,098	-	13,706
Dues, memberships and subscriptions	7,880	6,164	-	14,044
Fundraising	-	-	35,236	35,236
Insurance	3,105	5,444	-	8,549
Interest expense	-	822	-	822
Payroll taxes	22,918	3,503	2,505	28,926
Postage and printing	112	1,192	-	1,304
Professional services	96	29,698	-	29,794
Rental expense	-	36,589	-	36,589
Repairs and maintenance	3,712	904	-	4,616
Salaries and benefits	316,265	48,339	34,572	399,176
Shell building expense	38,256	-	-	38,256
Special project - small business grants	183,000	-	-	183,000
Supplies	1,919	6,024	-	7,943
Travel	1,908	5,402	-	7,310
Telecommunications and technology	542	7,911	-	8,453
Utilities	6,465	1,168	-	7,633
Total	\$ 618,226	\$ 160,697	\$ 72,313	\$ 851,236

The accompanying notes are an integral part of the basic financial statements.

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2020

	Program Services	Management and General	Fund Raising	Total
Advertising	\$ 1,065	\$ 1,000	\$ -	\$ 2,065
Bank charges	110	2,060	-	2,170
Depreciation	12,002	2,170	-	14,172
Development (staff and board)	-	1,370	-	1,370
Dues, memberships and subscriptions	7,894	9,811	-	17,705
Fundraising	-	-	14,418	14,418
Insurance	2,455	4,957	-	7,412
Interest expense	-	1,008	-	1,008
Payroll taxes	18,742	5,891	2,142	26,775
Postage and printing	237	1,545	-	1,782
Professional services	4,983	32,570	-	37,553
Rental expense	-	26,365	-	26,365
Repairs and maintenance	3,997	966	-	4,963
Salaries and benefits	298,012	65,815	31,564	395,391
Shell building expense	63,892	-	-	63,892
Supplies	1,324	9,682	-	11,006
Travel	6,236	8,794	-	15,030
Telephone and internet	275	1,587	-	1,862
Utilities	7,058	1,276	-	8,334
Total	\$ 428,282	\$ 176,867	\$ 48,124	\$ 653,273

The accompanying notes are an integral part of the basic financial statements.

SHAWNEE FORWARD, INC.
Shwanee, Oklahoma

STATEMENT OF CASH FLOWS
For the Years Ended June 30, 2021 and 2020

	<u>June 30,</u> <u>2021</u>	<u>June 30,</u> <u>2020</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ (458,753)	\$ (22,848)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	13,706	14,172
(Increase)/decrease in pledges receivable, net	113,364	125,386
(Increase)/decrease in accounts receivable	(55,457)	(22,242)
(Increase)/decrease in prepaid expenses	4,927	(4,538)
(Decrease)/increase in accounts payable	17,225	1,421
(Decrease)/increase in accrued payroll & payroll taxes	(15,782)	14,272
(Decrease)/increase in accrued compensated absences	2,302	3,267
(Decrease)/increase in accrued interest payable	(9,933)	(12,013)
(Decrease)/increase in deferred revenue	19,323	57,369
(Decrease)/increase in security deposit payable	(2,600)	-
Net cash provided by operating activities	<u>(371,678)</u>	<u>154,246</u>
Cash flows from investing activities:		
Net (purchase) redemption of investments	20,210	(218)
Sale (purchase) of fixed assets	1,400,205	-
Net cash provided by investing activities	<u>1,420,415</u>	<u>(218)</u>
Cash flows from financing activities:		
Proceeds (payment) on debt	(976,423)	(9,805)
Net cash used in financing activities	<u>(976,423)</u>	<u>(9,805)</u>
Net increase (decrease) in cash	72,314	144,223
Cash and cash equivalents at beginning of year	<u>321,936</u>	<u>177,713</u>
Cash and cash equivalents at end of year	<u>\$ 394,250</u>	<u>\$ 321,936</u>
Supplemental Cash Flow Information		
Interest paid	\$ 28,928	\$ 53,147
Income taxes paid	-	-

The accompanying notes are an integral part of the basic financial statements.

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS
June 30, 2021 and 2020

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Nature of Activities

Shawnee Forward, Inc. (the Corporation), is a non-stock, non-profit business association that promotes a regional vision. The organizations that came together to form this Corporation included the Greater Shawnee Area Chamber of Commerce, Inc., and the Shawnee Economic Development Foundation. This new Corporation has a common vision to serve the interests of the greater Shawnee area. To the extent consistent with the above general purposes, the specific purposes for this Corporation also include: (a) To generate jobs and investment; (b) To develop and maintain a greater Shawnee, Oklahoma area program to assist existing businesses and entrepreneurs; (c) To attract new businesses in order to improve the economic well-being of area residents; (d) To cultivate talent and leadership; (e) To promote and develop the resources of the Greater Shawnee, Oklahoma area and of its component municipalities; and (f) To enhance the quality of life concerns that has an impact on economic growth and development in the area.

B. Basis of Presentation

The financial statements of the Corporation are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Corporation and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets that are not subject to donor-imposed stipulations.

Net Assets With Donor Restrictions – Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Corporation and/or the passage of time. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

C. Deposits and Investments

All bank deposits are held at various financial institutions and are carried at cost. The Corporation's cash deposits are covered by Federal Depository Insurance (FDIC). For purposes of statements of cash flows, the Corporation considers cash and all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

D. Property and Equipment

Property and equipment are recorded at cost if purchased or at acquisition value if donated and are depreciated using the straight-line method over the estimated useful lives of the respective assets. Ordinary repairs and maintenance are expenses in the period in which they occurred. The Board is currently working on establishing a capitalization policy.

E. Fair Value of Financial Instruments

The Corporation's financial instruments include cash and cash equivalents, investments, pledges receivable, and accounts payable. The Corporation's estimate of the fair value of all financial instruments does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying statement of financial condition. The carrying amount of these financial instruments approximates fair value because of the short maturity of these instruments.

The Corporation's investments are composed entirely of Certificates of deposit with an initial maturity in excess of three months and are measured at Level 1.

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS
June 30, 2021 and 2020

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Income Taxes

The Corporation is a not-for-profit organization that is exempt from federal and state income taxes as described in Section 501(c)(6) of the Internal Revenue Code. While contributions to the Corporation are not qualified charitable deductions, they may be deductible as trade or business expenses if ordinary and necessary in the conduct of the contributor's business. The Corporation is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code. As a result, no provision for current or deferred income tax liability is recognized in the Corporation's books and records. Federal and state income tax statutes dictate that tax returns filed in any of the previous three reporting periods remain open to examination. Currently, the Corporation has no open examination with either the Internal Revenue Service or state taxing authorities.

G. Compensated Absences

It is the Corporation's policy to permit full-time employees to accumulate earned but unused vacation time. Full-time employees are granted vacation and sick leave benefits in varying amounts to specified maximums depending on tenure. Sick leave may be accumulated from year-to-year, not to exceed 30 days. However, any unused sick leave will not be paid out at any time. At termination, either voluntary or involuntary, an employee will be paid for the balance of earned and accrued vacation at the current base rate of pay. Employees can carry forward, for 6 months, 40 hours of vacation to the next year.

H. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

I. Advertising Costs

Advertising costs are charged to operations in the period incurred.

J. Contributions and Promises to Give

Contributions are recognized when the donor makes a promise to give to the Corporation that is, in substance, unconditional. Shawnee Forward reports gifts of cash or other assets as restricted support if they are received with donor stipulations that limit the use of the donated asset. When a donor restriction expires, that is, when a stipulated time restriction ends or the purpose of the restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restriction. Donor contributions whose restrictions are met in the same reporting period are treated as net assets without donor restrictions.

K. Support and Revenue

Management has analyzed the provision of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2014-09, Not-for-Profit Entities (Topic 606): Revenue from Contracts with Customers. This ASU establishes principles for reporting useful information to users of financial statements about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the entity's contracts with customers, particularly, that an entity recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Management has concluded that no changes are necessary to conform to the new standard.

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS
June 30, 2021 and 2020

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

K. Support and Revenue (Continued)

The major sources of support for Shawnee Forward's general operations are dues and contract income from the City of Shawnee. Membership dues are recognized as revenue as billed in the applicable membership period. Membership dues are net assets without donor restrictions available for use for administration, programs and projects of the Corporation. Contract support is recognized as revenue in the applicable year that funds are received. Shawnee Forward also receives rental income, which is recognized in the year that it is earned.

2. PLEDGES RECEIVABLE

The Corporation accounts for pledges for units of participation in accordance with FASB ASC 958-310-50, *Accounting for Contributions Received and Contributions Made*.

Unconditional promises to give in more than 1 year are reflected at the present value of estimated future cash flows using the discount rate of 0.25%, per Federal Reserve. Net pledges receivable and maturities at June 30, 2020, were as follows:

	2021	2020
Gross amounts of pledges receivable	\$ 8,125	\$ 121,500
Less present value discount	-	(11)
Net pledges receivable	<u>\$ 8,125</u>	<u>\$ 121,489</u>
Amount due in:		
1 year or less	\$ 8,125	\$ 117,000
2 to 5 years	-	4,489
Over 5 years	-	-
Net pledges receivable	<u>\$ 8,125</u>	<u>\$ 121,489</u>

3. PROPERTY AND EQUIPMENT

The following is a summary of changes in property and equipment.

	Balance June 30, 2020	Additions/ Transfers	Deletions	Balance June 30, 2021
Land	\$ 46,626	\$ -	\$ -	\$ 46,626
Shell Building - investment	1,427,508	-	1,427,508	-
Buildings & improvements	243,453	14,907	-	258,360
Construction in progress		13,396	-	13,396
Furniture, fixtures and equipment	84,423	-	-	84,423
Total	<u>1,802,010</u>	<u>28,303</u>	<u>1,427,508</u>	<u>402,805</u>
Less accumulated depreciation	237,136	13,706	-	250,842
Net	<u>\$ 1,564,874</u>	<u>\$ 14,597</u>	<u>\$ 1,427,508</u>	<u>\$ 151,963</u>

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS
June 30, 2021 and 2020

3. PROPERTY AND EQUIPMENT (Continued)

	Balance June 30, 2019	Additions/ Transfers	Deletions	Balance June 30, 2020
Land	\$ 46,626	\$ -	\$ -	\$ 46,626
Shell Building - investment	1,427,508	-	-	1,427,508
Buildings & improvements	243,453	-	-	243,453
Furniture, fixtures and equipment	84,423	-	-	84,423
Total	1,802,010	-	-	1,802,010
Less accumulated depreciation	222,964	14,172	-	237,136
Net	<u>\$ 1,579,046</u>	<u>\$ (14,172)</u>	<u>\$ -</u>	<u>\$ 1,564,874</u>

Depreciation expense for 2021 and 2020 was \$13,706 and \$14,172, respectively.

4. SHAWNEE TUBING REAL ESTATE LLC INVESTMENT

In April 2017, Shawnee Economic Development Foundation invested \$100,000 for 5 units at Shawnee Tubing Real Estate, LLC. Those unit shares were transferred to Shawnee Forward when the Foundation merged with the Chamber to create the new Corporation. Several businesses and organizations in the Shawnee area became investors in this company to help keep jobs and the business operating in the local area. Financials are provided to the unit holders on a regular basis. Currently, Shawnee Forward should recover its initial investment, plus their share of distributable profits.

5. NOTES PAYABLE

On February 17, 2016, Shawnee Economic Development Foundation (now the Corporation) issued a construction loan payable to BancFirst, in the amount of \$1,300,000, for the construction of a building. The construction of the building has been completed and \$1,220,331 has been drawn down on the note. Principal payments were not due until February 2021, and the note is secured by business assets. The note was set to mature on August 17, 2025, with interest being at 5% on the note. Accrued interest payments are due semi-annually. During the year, the business assets that secured the loan was sold and proceeds were used to pay the note. The remaining balance on the loan was paid July 2021.

On March 7, 2016, Greater Shawnee Area Chamber of Commerce (now the Corporation) entered into a note payable with Shawnee Industrial Authority in the amount of \$100,000 with an interest rate of 1.5%, for the purchase of a heat and air unit. The note is set to mature on March 7, 2026.

Note Payable:	Balance 6/30/2020	Additions	Reductions	Balance 6/30/2021	Current Portion
BancFirst- Construction	\$ 1,220,331	\$ -	\$ (1,035,077)	\$ 185,254	\$ 185,254
Shawnee Industrial Authority	59,324	-	(9,953)	49,371	10,104
Total	<u>\$ 1,279,655</u>	<u>\$ -</u>	<u>\$ (1,045,030)</u>	<u>\$ 234,625</u>	<u>\$ 195,358</u>

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS
June 30, 2021 and 2020

5. NOTE PAYABLE (Continued)

The debt requirements to maturity, including principal and interest for long-term debt are as follows:

Maturities June 30,	Principal	Interest	Total Due
2022	\$ 195,358	\$ 8,763	\$ 204,121
2023	10,256	519	10,775
2024	10,411	364	10,775
2025	10,568	207	10,775
2026	8,032	50	8,082
Total	<u>\$ 234,625</u>	<u>\$ 9,903</u>	<u>\$ 244,528</u>

6. SBA PAYCHECK PROTECTION PROGRAM LOAN

On February 4, 2021, the Corporation applied and was approved for a \$68,607 loan under the Paycheck Protection Program created as part of the relief efforts related to COVID-19 and administered by the Small Business Administration. The loan accrues interest at 1%, but payments are not required to begin for ten months after the funding of the loan. The Corporation is eligible for loan forgiveness of up to 100% of the loan, upon meeting certain requirements. The loan is uncollateralized and is fully guaranteed by the Federal government. Since the loan is eligible for forgiveness, the total amount of the loan is shown as a current liability.

7. RISK MANAGEMENT

The Corporation is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Corporation continues to carry commercial insurance for these risks, including general liability, property damage, and public officials' liability.

8. RENTAL INCOME

The Corporation entered into a lease agreement with Central Oklahoma Community Action Agency (COCAA) to lease the first and second floors of the Corporation's building for COCAA operations, located at 131 N. Bell. The lease agreement is an annual contract and lease payments are \$4,296.25 per month.

The Corporation entered into a lease agreement with Visit Shawnee on May 1, 2016, to lease half of the first floor of the building that the Corporation operates in at 231 N. Bell. The term of the lease is May 1, 2016 to June 30, 2021 at \$2,600 per month, which includes utilities. Visit Shawnee agrees to pay, in addition to monthly rent, their portion of telephone and interest services.

The Corporation also entered into various month-to-month lease agreements to lease suites within building that the Corporation operates in at 231 N. Bell. These monthly leases are \$300 per month.

The following is the activity for the rental properties during the year:

	131 N. Bell	231 N. Bell	Total
Rental Income	\$ 51,555	\$ 36,750	\$ 88,305
Insurance	(5,908)	-	(5,908)
Repairs & Maintenance	(8,457)	(2,448)	(10,905)
Telephone	-	(1,759)	(1,759)
Utilities	(9,771)	(5,196)	(14,967)
Total	<u>\$ 27,419</u>	<u>\$ 27,347</u>	<u>\$ 54,766</u>

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS
June 30, 2021 and 2020

9. RELATED-PARTY TRANSACTIONS

The Corporation has entered into an annual contract with the City of Shawnee to perform certain economic development services. Under the terms of the contract, the City agreed to pay the Corporation in 2021 and 2020, \$257,400 and \$286,000, respectively, for such services. Annual evaluations of program results are made, and continuation or extension of the contract is subject to mutual approval by the City and the Corporation.

In January 2021, the Corporation entered into a one-year contract with the City of Shawnee to perform public relation services. Under the terms of this contract, the City agreed to pay the Corporation \$25,000 a year, to be paid in monthly installments. The Corporation recognized \$12,500 in 2021 for these services.

10. FUNCTIONAL EXPENSES

Per requirement of FASB ASU 2016-14, Shawnee Forward, Inc., adopted a methodology policy for allocation of functional expenses. The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include occupancy, depreciation, and amortization, which are allocated on a square footage basis, as well as salaries and wages, benefits, payroll taxes, professional services, office expenses, information technology, interest, insurance, and other which are allocated on the basis of estimates of time and specific use.

11. LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet, comprise of the following:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 394,250	\$ 321,936
Investments	-	20,210
Accounts receivable	85,829	30,372
Pledges receivable	<u>8,125</u>	<u>121,489</u>
Financial assets, at year-end	488,204	494,007
Net assets with restrictions	(8,125)	(121,489)
Financial assets available to meet cash needs for general expenditures within one year	\$ <u>480,079</u>	\$ <u>372,518</u>

In 2021, Shawnee Forward, Inc., had \$488,204 of financial assets available at year end. Of that amount, \$8,125 are pledges receivable that are recorded as net assets with restrictions until the pledge is received. At year end, the Corporation had \$480,079 of financial assets available within 1 year of the balance sheet date to meet cash needs for general expenditures. In 2020, Shawnee Forward, Inc., had \$494,007 of financial assets available at year end. Of that amount, \$121,489 are pledges receivable that are recorded as net assets with restrictions until the pledge is received. At year end, the Corporation had \$372,518 of financial assets available within 1 year of the balance sheet date to meet cash needs for general expenditures.

Shawnee Forward, Inc. is primarily supported through contributions, fundraising (special event), contract with City of Shawnee, membership dues, and other revenues. The Corporation manages its liquidity by developing and adopting an annual operating budget that provides sufficient funds for general expenditures in meeting its liabilities and other obligations as they come due. As part of the Corporation's liquidity management, cash balances in excess of daily requirements are invested in interest-bearing accounts.

SHAWNEE FORWARD, INC.
Shawnee, Oklahoma

NOTES TO THE FINANCIAL STATEMENTS
June 30, 2021 and 2020

12. NEW ACCOUNTING PRONOUNCEMENTS

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842), which requires lessees to recognize leases on the balance sheet and disclose key information about leasing arrangements. The new standard establishes a right-of-use (ROU) model that requires a lessee to recognize a ROU asset and lease liability on the statement of financial position for most leases with a term longer than 12 months. Leases will be classified as finance or operating, with classification affecting the pattern and classification of the expense recognition in the statement of activities. The effective date for this standard has been delayed to annual reporting periods beginning after December 15, 2020.

13. SUBSEQUENT EVENTS

Management has evaluated subsequent events and transactions through the date of the audit report, which is the date the financial statements were available to be issued. Management is continuing to evaluate the impact of the COVID-19 pandemic on the industry and has concluded that while it is reasonably possible that the virus could have a negative effect on the Corporation's financial position and results of its operations, the specific impact is not readily determinable as of the date of these financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

On July 16, 2021, the Corporation received a notice from the bank that the loan in Note 6 had been approved for full forgiveness and the SBA had remitted payment for the full loan forgiveness on behalf of Shawnee Forward, Inc.

AGREEMENT BETWEEN THE CITY OF SHAWNEE AND SHAWNEE FORWARD

This Agreement made and entered into this 1st day of July, 2022, is between the City of Shawnee, a municipal corporation hereinafter referred to as "CITY", and Shawnee Forward, a 501(c)(6) business organization.

I. DUTIES AND RESPONSIBILITIES OF SHAWNEE FORWARD

- 1. Services Provided by Shawnee Forward.** The purpose of this engagement is for the CITY to strive toward the fulfillment of both the long-range strategic plan for economic and industrial development for the CITY and the present economic development goals and priorities of the Mayor and Board of City Commissioners and, as such, the plan, goals, and priorities may be hereinafter amended from time to time. For purpose of this contract, said plan, goals, and priorities are here adopted and incorporated herein by reference. Shawnee Forward shall use its good faith and best effort to fulfill as much of the plan, goals, and priorities as possible within the limitation of its budget. Such scope for work includes but is not limited to, Shawnee Forward using its best efforts to accomplish the following general objectives:
 - a. Expanding the economic base of the CITY and Pottawatomie County by seeking diversification of employment opportunities to balance the area's dependency on petroleum-based industry and agriculture.
 - b. Encouraging and assisting resident industry to maintain and expand employment opportunities.
 - c. Implementing a comprehensive and aggressive marketing program to attract new industrial manufacturing and other above living wage jobs to the CITY.
 - d. Providing materials including graphics and photos where appropriate to those individuals or companies evaluating the CITY for industrial, commercial, and other investments.
 - e. Creating a variety of marketable industry facilities by making best use of existing industrial potential and the development of new facilities where required.
 - f. Providing additional employment opportunities.
 - g. Encouraging and assisting state installations and federal installations in the CITY to maintain employment and seek a way to expand those facilities and attract new facilities.

- h. Shawnee Forward shall use its best efforts to prepare and develop industrial team visits, travel to various meetings, to encourage industrial prospect visits, state sponsored industrial team and international trade team visits and to train personnel, both professional and lay, to fulfill the purposes of job creation and job retention in the CITY as provided for by the budget in this Agreement.
- i. Shawnee Forward shall have full responsibility for the filing of any tax documents necessary, keeping of records and detailed statements, keeping a detailed activity report, records for expenditures for training, travel and development account, and any other necessary record documentation.
- j. Shawnee Forward shall undertake retail recruitment and attraction on behalf of the CITY. These duties shall include but not be limited to: development of marketing materials tied to the development of retail and commercial sites, to be used in recruitment or attraction of retailers, interaction with retailers, retail brokers, retail site selectors and developers, retail consultants, and City staff, and additionally develop and maintain a database of available properties, (land and buildings), suitable for retail development. Shawnee Forward staff shall, as deemed necessary or appropriate, and within the constraints of its budget, actively participate at the professional retail trade shows and become a member of the International Council of Shopping Centers (ICSC).

2. **CITY Representation on Shawnee Forward Board of Trustees.** The Mayor or their designee, as confirmed by the City Commission, shall serve on the Shawnee Forward Board. The Shawnee City Manager or Assistant City Manager shall serve as an ex officio member of the Shawnee Forward Board. No member of the Board of Commissioners shall hold any employment with Shawnee Forward or receive compensation for services rendered with Shawnee Forward.
3. **Employees.** Shawnee Forward agrees to provide a qualified and competent staff to carry out a program of work that will meet the goals and objectives set out by Shawnee Forward and the CITY. All employees carrying out tasks pursuant to this Agreement are employees of Shawnee Forward and are not employees of the CITY.
4. **Expenses of Operation.** Shawnee Forward agrees to maintain office and workspace suitable for its operation and shall be responsible for all expenses relating thereto.

5. Records and Reporting.

- a. **Reports.** Shawnee Forward will provide a written monthly report of its activities to the CITY. Shawnee Forward will also provide an annual report in an appearance before the CITY Commission and status reports as requested by the Mayor or City Manager. The report will include a financial report as well as accomplishments in the previous year and plans for the upcoming year.
 - b. **Inspection and Audit.** Shawnee Forward agrees to keep its books and records pertaining to its operation open during regular business hours for inspection by the CITY's Finance Director, any designee, or persons designated by CITY to perform audits. Copies of books and records shall be furnished to CITY, its staff, auditors, and elected officials at no additional charge.
 - c. **Compliance with Open Meeting Act and Open Records Laws.** All meetings of Shawnee Forward shall be subject to the provisions of the Oklahoma Open Meeting Act (25 O.S. §§ 301-314). The records of the Shawnee Forward relating to its operation shall be subject to the provisions of the Open Records Law (51 O.S. §§ 24A 1-29 *et seq.*). Shawnee Forward staff shall post agendas for its meetings on its website in accordance with the Oklahoma Open Meeting Act. Copies of records shall be provided to CITY and its staff and elected officials without charge.
6. **Budget.** Shawnee Forward will submit its request for funding 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 Mayor and CITY Commission (See Section II, "Renewal.")

II. TERM OF AGREEMENT, NO TRANSFER OR ASSIGNMENT

1. **Effective Date.** This Agreement shall take effect on July 1, 2022 and shall remain in effect until June 30, 2023. All modifications to this Agreement must be in writing and approved by Shawnee Forward and by the 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.
2. **Transfer of Rights and Responsibilities.** No party to this agreement can transfer or assign its rights and responsibilities without approval of the other parties.
3. **Payment from the CITY to Shawnee Forward.** The CITY will pay to Shawnee Forward on a monthly basis a sum certain as specified in accordance hereunder to fund the marketing program and activities that Shawnee Forward is carrying out its duties on

behalf of the CITY during the operation of the program. The CITY will provide the annual sum of Two Hundred Ninety-Five Thousand Dollars (\$295,000.00) (payable as Twenty-Four Thousand Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$24,583.33) monthly), and Shawnee Forward will actively pursue raising similar funds from the private sector.

4. **Renewal.** Shawnee Forward shall submit a request for renewal to the City Clerk's Office no later than March 31, 2023. As a part of this request, Shawnee Forward 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. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission. CITY agrees its Contract Review Committee will meet in a timely fashion so as not to delay a recommendation concerning contract renewal.

III. NON-DISCRIMINATION

Shawnee Forward agrees not to discriminate against any employee, applicant for employment, or party seeking the services of Shawnee Forward because of race, creed, color, national origin, gender, ancestry, disability, or Shawnee Forward membership. Shawnee Forward shall take affirmative action to ensure 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.

IV. 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.

V. 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 sixty (60) days (unless such time is extended by the non-breaching party) to cure the breach. If the breach is due to violation of law or mismanagement or embezzlement of funds by Shawnee Forward, the Agreement shall terminate immediately. 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.

VI. GENERAL PROVISIONS

1. **Governing Law; Submission to Jurisdiction.** Notwithstanding any provision to the contrary, the law of the State of Oklahoma will govern the construction and enforcement

of this agreement. The parties do hereby submit to the personal jurisdiction of, and waive any objection to venue in, Pottawatomie County, Oklahoma State District Court for the resolution of any dispute arising out of this agreement.

2. **Full and Complete Agreement.** This Agreement shall constitute a full and complete understanding between the Parties with respect to the subject matter set forth herein. No representation, inducement, agreement, promise or undertaking, alteration, amendment, deletion or other such revision of or to this Agreement shall have any force or effect unless the same is in writing and validly executed by both Parties hereto.
3. **Severability.** Should any provision herein be determined to be illegal, invalid, void or unenforceable by a court of competent jurisdiction, the balance of the Agreement shall be deemed operative, to the extent possible.
4. **Survival of Representations and Warranties.** The foregoing representations and warranties shall survive the execution of this Agreement and the closing of any and all transactions contemplated herein.
5. **Attorneys' Fees.** Further, the parties agree that in the event any party shall commence any lawsuit, action, or proceeding to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to recover from the non-prevailing party or parties the reasonable attorneys' fees, paralegal fees, costs, and expenses, incurred by the prevailing party therein, and the non-prevailing party covenants and agrees to promptly pay the same to the prevailing party upon demand.

WITNESS our hands on _____.

SHAWNEE FORWARD



CHAIRMAN OF THE BOARD

ATTEST:



SECRETARY/NOTARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee on _____.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

ANDREA WECKMUELLER-BEHRINGER,
CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

APPROVED as to form and legality on _____.

MAT THOMAS, ATTORNEY AT LAW

Regular Board of Commissioners

12.

Meeting Date: 06/20/2022

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an Agreement with Community Renewal of Pottawatomie County for Fiscal Year 2022-2023.

Attachments

Memo

Packet

Contract



City Manager's Office

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Consideration of an Agreement with Community Renewal of Pottawatomie County for Fiscal Year 2022-2023.

Background: In previous years, the City of Shawnee contracted with Safe Events For Families (SEFF) to provide community events including Boo on Bell and the Downtown Christmas Parade. In looking toward Fiscal Year 2023, SEFF is focusing its efforts on other critical community activities, so a proposal to provide community event services was submitted by Community Renewal.

Community Renewal of Pottawatomie County submitted a funding proposal to the City of Shawnee, which was then reviewed by the Community Service Contract Review Committee (CSCRC) at its public meeting on May 18, 2022. For Fiscal Year 2023 Community Renewal of Pottawatomie County's request is to continue the level of funding that was provided for in the prior year agreement with SEFF. The request of \$65,000 would be provided as reimbursement for eligible expenditures.

Following City staff's recommendation, the CSCRC approved a recommendation to the City Commission to utilize Community Renewal of Pottawatomie County's services at a funding level of \$65,000 for Fiscal Year 2023.

Financial Impact: \$65,000 for Fiscal Year 2023, budgeted in the General Fund, City Manager, Other Contractual Services, 001-0110-53390-000.

Attachment: Funding Proposal and Fiscal Year 2023 Agreement.

Staff Recommendation: Approval of the item.

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: FW: [EXTERNAL EMAIL]Proposed Contract Budget
Date: Friday, May 13, 2022 1:20:32 PM

Hello friends,

Please find the attached budget proposal for the downtown events contract. We anticipate the actual costs of these events to exceed the requested amount by roughly \$24,000. Should this be the case, we are prepared to meet the additional funding needs through sponsorships and if necessary, self-funding.

It is quite impressive that SEFF was able to host these events with a purely volunteer team. However, if Community Renewal is awarded this contract, we will assign at least .25 FTE to a CR staff member to facilitate the coordination of all committees and events. This first year will be a trial year of course in which we will evaluate actual personnel time and expenses to better inform future budgets and requests.

If you have any questions or concerns please let me know.

Thank you!

 [Contract Budget Draft, City of Shawnee.pdf](#)

--

Brandon Dyer

Executive Director

Community Renewal of Pottawatomie County

405.273.1035 - (office)

405.308.0711 - (cell)



COMMUNITY RENEWAL - Proposed Budget for City of Shawnee Downtown Events Contract FY '22/'23

PERSONNEL			
Events Coordinator- (CR staff point person facilitating all planning committees, contracts with vendors/suppliers, communication/promotion and financial accountability.)			
	0.25		
subtotal Personnel	.25 FTE	\$	11,750

BENEFITS/FRINGE			
Employer's portion of FICA, worker's compensation, health insurance, and retirement			
	25.03%	\$	2,941
subtotal Benefits	% personnel cost	\$	2,941

EVENTS			
Downtown Christmas Parade			
		\$	20,000
Boo on Bell			
		\$	15,000
Third event (perhaps assisting Dunbar w/ Juneteenth)			
		\$	5,000
Downtown Block Parties (5-6)			
		\$	10,000
subtotal Supplies		\$	50,000

INDIRECT COST RATE			
10% of total personnel costs			
		\$	1,175
subtotal IDC		\$	1,175

TOTAL PROGRAM COST			
			\$ 65,866

SUMMARY			
Personnel	\$		11,750
Benefits	\$		2,941
Events	\$		50,000
subtotal Direct	\$		64,691
Indirect Cost	\$		1,175
GRAND TOTAL	\$		65,866

**AGREEMENT BETWEEN THE CITY OF SHAWNEE and
COMMUNITY RENEWAL OF POTTAWATOMIE COUNTY**

This Agreement is effective the 1st day of July, 2022, by and between the City of Shawnee, Oklahoma, a municipal corporation, (CITY), and Community Renewal of Pottawatomie County, (CRPC).

WITNESSETH

WHEREAS, the CITY is in need of certain goods and services, and

WHEREAS, CRPC has represented that it possesses the skills and abilities to provide such goods and services.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. CRPC agrees to provide and furnish such goods and services, to wit: the development of family-oriented events providing a safe and entertaining community atmosphere. Those events shall include, but not be limited to, Boo on Bell Street and the Downtown Christmas Parade.
2. CRPC agrees to provide and furnish such goods and services to commence on 1st day of July, 2022, and to continue until the 30th day of June, 2023.
3. The CITY agrees to fund CRPC's events as follows:
 - a. The CITY will pay to CRPC Sixty-Five Thousand Dollars (\$65,000.00) for the purposes specified in Paragraph 1, herein, during the period specified in Paragraph 2, herein.
 - b. CRPC will provide quarterly reports to the Finance Director of the CITY, documenting all expenditures of the funds referenced in paragraph 3a herein.
4. CRPC agrees to furnish to the CITY financial statements and audit documents as per CITY Resolution No. 6559 (March 19, 2018), at Section VII(B)(e), as such information is reasonably necessary to substantiate the expenditures of the amount referenced in Paragraph 3a, herein, for the purposes identified in Paragraph 1, herein.
5. CRPC and CITY acknowledge and agree that mutual cooperation is necessary for the success of this contractual arrangement. To that end, CRPC agrees to meet and consult with the City Manager's office concerning all events and activities that CRPC will sponsor at least sixty (60) days prior to the date of said event or activity and complete the event permitting process.
6. The CITY acknowledges that it cannot bind future commissions to a financial decision beyond the present fiscal year.
7. CRPC shall submit a request for renewal to the City Clerk's Office no later than March 31, 2023. As a part of this request, CRPC shall submit a summary of services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.

8. This agreement may be terminated by either party upon thirty (30) days written notice prior to the end of the contract period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COMMUNITY RENEWAL OF
POTTAWATOMIE COUNTY

DocuSigned by:

Brandon Dyer
BRANDON DYER,
EXECUTIVE DIRECTOR

ATTEST:

DocuSigned by:

Alex Greenwood
ALEX GREENWOOD,
SECRETARY/NOTARY

APPROVED by the Mayor and City Commissioners of the City of Shawnee on _____.

THE CITY OF SHAWNEE, OKLAHOMA
A municipal corporation

ANDREA WECKMUELLER-BEHRINGER,
CITY MANAGER

LISA LASYONE, CMC, CITY CLERK

APPROVED as to form and legality on _____.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

13.

Meeting Date: 06/20/2022

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an Amendment to Agreement for Engineering Services with Holloway, Updike and Bellen, Inc. (HUB) for Cammack and Georgia Gravity Relief Lines.

Attachments

Memo

Agreement

Amendment



Office of Engineering

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Seth Barkhimer, Director of Engineering
Subject: Amendment for Engineering Services with Holloway, Updike & Bellen, Inc. (HUB)

Background: In 2021, the City of Shawnee entered into a professional services contract with Holloway, Updike and Bellen, Inc. (HUB). The design services were for two sewer main projects to eliminate existing lift stations. The first project, at Harrison Street and Cammack Street, is currently advertising for bid and the bid opening will occur at an upcoming Commission meeting. The second project, northwest of Georgia Street within the Brookhaven Addition, was surveyed, but never released to full design.

Upon receipt of the topographic survey, it was discovered that the train tracks are much lower than previously thought. Given the railroads required depth of a utility crossing, and the depth of the existing sewer at the connection point, the proposed route of the sanitary sewer is not constructable.

Staff requests the approval of this amendment, to remove design services from HUB's contract for the Georgia Street project. This reduces HUB's contract by \$22,500, leaving \$62,500 of the original \$85,000 contract.

Financial Impact: Project funds will be reallocated within the ARPA Fund.

Attachment: Project Exhibits and Proposed Amendment

Staff Recommendation: Approval of the item.

**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
CAMMACK AND GEORGIA GRAVITY RELIEF LINES**

THIS AGREEMENT, including Attachments, between the City of Shawnee/Municipal Authority (Owner), and Holloway, Updike and Bellen, Inc. (Engineer);

WITNESSETH:

WHEREAS, Owner intends to construct the following improvements:

PROJECT:

Cammack & Georgia Gravity Relief Lines: The project consists of professional engineering services including civil design and project management services for the demolition of the Georgia and Cammack Lift Stations and construction of gravity relief lines for the two stations as shown in Exhibit 'B' "Project Limits".

WHEREAS, Owner requires certain engineering services (the Services) in connection with the Project; and,

WHEREAS, Engineer is prepared to provide the Professional Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the 19 day of July, 2021.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services. During the construction phase, the Engineer shall be the Owner's agent and representative with respect to all services of the Engineer that are required or authorized by the construction documents.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with Attachment B, Compensation.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities and Special Conditions.

ARTICLE 6 - STANDARD OF CARE

Engineer shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. Other than the obligation of the Engineer to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the Services to be performed by the Engineer pursuant to this Agreement or the suitability of Engineer's work product.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services; and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, or employees. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Article 7.3, "Limitation of Liability."

7.3 Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer, Engineer's officers, directors, partners, employees, agents, and subconsultants, to Owner, and anyone claiming by, through, or under Owner for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Engineer or \$50,000 whichever is greater.

7.4 Mutual Waiver. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, and partners, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

7.5 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$2,000,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance. Engineer shall provide notice to Owner if a cancellation for non-payment has been issued. All Project contractors shall be required to include Owner and Engineer as additional insureds on their General Liability insurance policies, and shall be required to indemnify Owner and Engineer to the same extent.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the Engineer has acted in good faith, Engineer shall not be liable to Owner for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, failure to finish or construct the Project in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will conform to Engineer's cost estimates or that actual schedules will conform to Engineer's projected schedules. Engineer shall complete the services within the time frame outlined on Attachment D, Schedule, subject to conditions which are beyond the control of the Engineer.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or

others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer and Owner shall be deemed to have assumed the risk of such unauthorized reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer. The Owner may use said documents for their own use at no cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses in such amount as agreed upon by the Owner and Engineer.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the addresses specified below with a copy to the Owner's attorney:

Engineer: Holloway, Updike and Bellen, Inc.
905-A South 9th Street
Broken Arrow, OK 74012
Attention: Dale Seaton, P.E., Principal

Owner: City of Shawnee/Municipal Authority
16 W 9th Street
Shawnee, OK 74801
Attn: Chance Allison, City Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated Agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 21, Owner and Engineer each bind itself and its successors and assigns to the other party to this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign its duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing

independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – AUTHORIZATION TO PROCEED

The Owner will issue the Engineer a written “Notice to Proceed” as authorization to proceed with the work.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

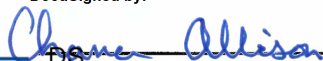
OWNER:

CITY OF SHAWNEE/
MUNICIPAL AUTHORITY

ENGINEER:

HOLLOWAY, UPDIKE AND BELLEN, INC.

DocuSigned by:

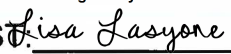

Cheryl Allison
City Manager



President



DocuSigned by:

ATTEST: 
Lisa Laszore
Secretary



ATTEST: 
Asst. Corp. Secretary

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF SHAWNEE/MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
CAMMACK AND GEORGIA GRAVITY RELIEF LINES**

SCOPE OF SERVICES

I. SCOPE OF THE PROJECT

The projects consist of the design and construction of the following improvements:

Cammack & Georgia Gravity Relief Lines: The project consists of professional engineering services including civil design and project management services for the demolition of the Georgia and Cammack Lift Stations and construction of gravity relief lines for the two stations as shown in Exhibit 'B' "Project Limits".

II. SCOPE OF SERVICES

A. Field Survey and Preliminary Design:

1. The Engineer will conduct a field survey of the proposed project as necessary to complete the work described.
2. The Engineer shall prepare preliminary plans and specifications for the proposed work. The preliminary plans and specifications shall be an abbreviated form of the final plans and specifications, completed to the extent that the design concept is demonstrated and the major features, materials and equipment can be reviewed by the Owner. Plans will include the steps to relocate Owner's utilities as needed for construction. Engineer will coordinate relocation requirements for private utilities.
4. The Engineer shall update the Opinion of Probable Cost based on the preliminary plans and specifications.
5. The Engineer shall provide the Owner with three copies of the preliminary plans and specifications and Opinion of Probable Cost Estimate. Plans shall be on 11" X 17" format. A meeting shall be held

to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.

C. Easement Documents

1. The Engineer shall determine the ownership of the properties to be affected by the project through a title search and/or review of existing easements provided by Owner.
2. The Engineer shall provide land surveys as necessary to determine the permanent and temporary easements required to construct the project.
3. The Engineer shall prepare legal descriptions for the permanent and temporary easements, if necessary.
4. The Engineer shall provide maps of easements to be acquired.

D. Final Design: The Final Design shall proceed on the basis of the approved Preliminary Design as described above. The following services shall be provided in the preparation of the Final Design.

1. The Engineer shall finalize the plans and specifications as is necessary for bidding and construction of the proposed project including bid forms, general conditions, bonds, special conditions, advertisement for bids and information for bidders.
2. The Engineer shall prepare an updated Opinion of Probable Cost based on the final design.
3. The Engineer shall provide the Owner with three copies of the final plans and specifications for review by the Owner. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.

E. Bidding Services: The Engineer will furnish bidding phase services as described below:

1. Advertising for Bids. Assist Owner in advertising for and obtaining bids for construction of the Project to include issuing bidding documents to interested parties and maintaining a record of those to whom bidding documents have been issued.
2. Bidders Questions. Engineer shall receive and respond to, in an appropriate manner, all questions of bidders and other interested parties during the course of the bid period.

3. Addenda. Issue addenda as appropriate or as directed by Owner to interpret, clarify or expand the bidding documents.
 4. Equivalency Determinations. Consult with Owner and make recommendations concerning the acceptability of substitute materials and equipment proposed by bidder(s) when substitution prior to the award of contracts is allowed by the bidding documents.
 5. Prebid Conference. The Engineer shall conduct a prebid conference on the Owner's behalf. The Engineer shall plan and conduct the meeting and answer questions posed by the contractors.
 6. Bid Opening and Contract Preparation. Attend the bid opening, prepare bid tabulation sheets and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.
 7. The Engineer shall prepare an Engineer's Cost Estimate and submit it to the Owner prior to the opening of bids.
- F. Engineering Services During Construction: Engineer shall provide the construction administration services as summarized below:
1. Pre-Construction Conference. Engineer shall conduct the pre-construction conference and issue the necessary memorandum. The conference shall initialize the construction administration services on each individual Project.
 2. Construction Progress Meetings. All progress and coordination meetings necessary during the Project shall be coordinated by the Engineer. Chairing of said meetings shall be as appropriate to the meeting being held. In general, progress meetings shall be conducted a minimum of monthly during the construction period and as often as weekly during critical phases of any work. These meetings shall be in addition to weekly site scheduling and coordination meetings between the Contractor's superintendent, the Resident Project Representative, and the Owner's representative.
 3. Reporting. Reporting of the daily construction activities will be prepared by the Engineer's Resident Project Representative. (Not included)
 4. Submittal Review. Engineer shall review Contractor's material submittals, equipment shop drawings, and material test certifications for compliance with the approved plans and specifications.

5. **Pay Estimates.** Engineer shall review construction pay estimates and make recommendations for payment or non-payment to the Owner.
6. **Contractor's Schedule.** Engineer shall review and make comments on the Contractor's proposed construction schedules and monitor the progress of each Contractor relative to the approved schedule throughout the construction Project. Engineer shall report problems, concerns, and proposed remedies to Owner.
7. **Contractor's Claims.** Engineer shall evaluate to present options and opinions for consideration by the Owner on claims submitted by the contractors.
8. **Change Orders.** Evaluate and prepare change orders necessary for the Project and make recommendations to Owner.
9. **Resident Project Representation:** (Not included)
10. **Visual Documentation.** Engineer shall compile pre-construction and construction photographic and video documentation of the Project before and during construction for general documentation purposes and, of significant importance, for use by the Owner in the future.
11. **Final Inspections.** After completion of the punch lists generated by a pre-final inspection, Engineer shall coordinate and conduct the final inspection with all interested parties to the Project.
12. **Acceptance.** Prior to final acceptance of the Project, Engineer shall review all contractual requirements of the Contractor and, only upon full receipt and satisfaction of those requirements, recommend acceptance of the Project by the Owner. Review shall include acceptable performance tests of equipment and sequencing required by the construction contract.
13. **Clarifications.** Engineer shall provide decisions and clarifications in accordance with the construction contract documents on questions regarding the work or intent of the Project requirements.
14. **Field Changes.** Engineer shall review proposed field changes covering modifications or revisions necessitated by field conditions or the requests of the Owner. Engineer shall make appropriate recommendations and coordinate the final changes.
15. **Record Drawings.** From information provided by the Contractor the, Engineer shall update electronic files (ACAD) of construction drawings

to reflect the “as-constructed” configuration of the Project. Engineer shall submit to Owner one set of reproducible record drawings at completion of the Project.

16. **Warranty Coordination.** Engineer shall track the dates of beneficial occupancy of all portions of the Project and coordinate any warranty work with Contractor which is necessary during the one-year warranty period.
- F. **Construction Services Contingency:** Should the Contractor fail to complete the Project in the contracted construction period (as identified in the bid documents of the Project and as formally adjusted for weather considerations and additional work not associated with Owner-requested scope changes), the Engineer shall provide continuing construction services. The services to be provided shall be identical in nature to the services identified in previous sections of this detailed scope of services and shall be considered as additional services or as justification for budgetary extension, if so required, to compensate Engineer for all additional duties performed.
- G. **Resident Project Representation (RPR):** RPR services are not authorized by this agreement. RPR services may be added by future amendment per Owner's request.

ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF SHAWNEE/MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
CAMMACK AND GEORGIA GRAVITY RELIEF LINES

COMPENSATION

I. PAYMENTS FOR SERVICES OF THE ENGINEER:

- A. Basic Engineering Services. For basic engineering services performed under the Scope of Services in Attachment A, the Owner shall pay the Engineer the following lump sum amounts:

Task	Fee
Street Rehabilitation	
Utility Locates and Field Analysis	\$7,500.00
Survey and Preliminary Design	\$40,000.00
Final Design	\$20,000.00
Permitting (ODOT, ODEQ, RR)	\$1,500.00
Utility Coordination	\$3,500.00
ROW/Easement Documentation	\$1,500.00
Bidding Services	\$3,500.00
Services During Construction	\$7,500.00
Design Fee	\$85,000.00

- B. Additional Engineering Services. For authorized services performed by the Engineer which are outside the Scope of Services outlined in Attachment A of this Agreement, the Owner will pay the Engineer in accordance with the attached Exhibit A- Hourly Rates, plus subcontract work, if any, and direct expenses at cost.

II. TIMES OF PAYMENT: Invoices are due and payable within 30 days of date of invoice.

- A. Basic Engineering Services. For the basic engineering services performed under Section II of the Scope of Services in Attachment A, monthly payments shall be made in proportion to services performed.
- B. Additional Engineering Services. For additional engineering services, authorized by Owner in advance of the services being performed, monthly payments by the Owner shall be based on detailed invoices from Engineer for work completed.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF SHAWNEE/MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
CAMMACK AND GEORGIA GRAVITY RELIEF LINES**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to Engineer all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project. However, by providing this information the Owner does not in any way guarantee the accuracy of the information.
2. Owner shall furnish and make all provisions for the Engineer to enter upon public or private property as required for the Engineer to perform his Services under this Agreement.
3. Owner shall be responsible for all permit fees.
4. Owner shall be responsible for all land/easement acquisition and filing of the required legal documents.
5. Owner shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.
6. Owner shall designate in writing a person to act as its representative in respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.
7. Owner shall furnish legal assistance as required in the preparation, review, and approval of construction documents.
8. Owner shall furnish assistance in locating existing underground utilities and

in expediting their relocation in preparation for construction.

9. Owner shall furnish such physical testing for quality control and quality assurance during construction as may be required by the construction contract documents, or as required for design changes merited during construction due to unforeseen circumstances, including geotechnical services.
10. The Owner shall pay for costs of any special environmental studies if required for the project.
11. The Owner shall pay all costs for any Geotechnical Studies conducted or required for the project.

II. SPECIAL CONDITIONS

None.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF SHAWNEE/MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
CAMMACK AND GEORGIA GRAVITY RELIEF LINES**

SCHEDULE

The work shall be completed according to the following schedule:

Survey/Preliminary Design:	100 Days
Final Design:	30 Days
Bidding/Awarding:	45 Days
Construction:	150 Days
Total	325 Days

905-A South 9th Street
Broken Arrow, OK 74012
P: (918) 251-0717
F: (918) 251-0754
hubengineers.com



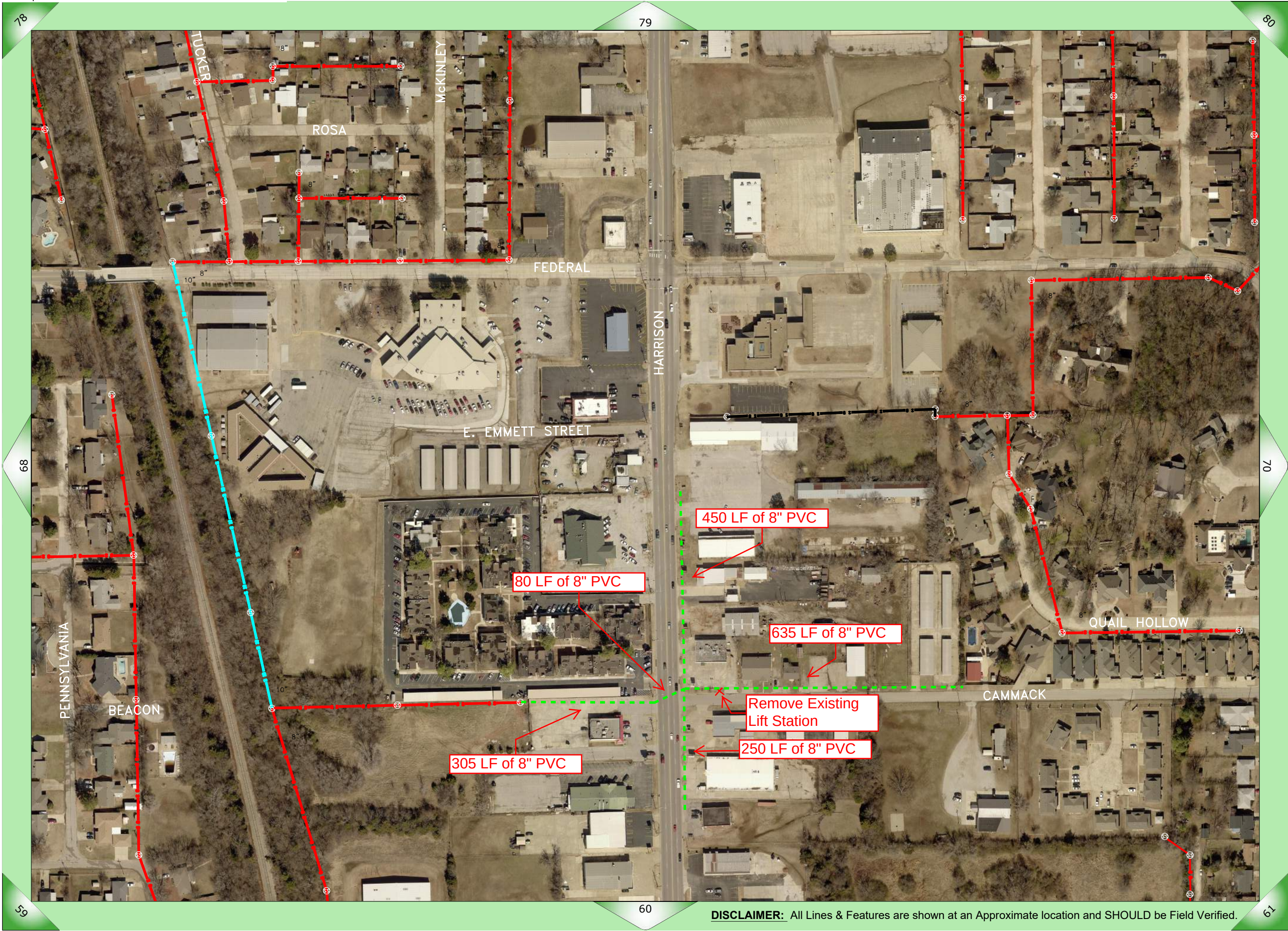
818 East Side Boulevard
Post Office Box 1543
Muskogee, OK 74402
P: (918) 682-7811
F: (918) 682-4551

ENGINEERS

HOLLOWAY, UPDIKE AND BELLEN, INC.

**HOURLY RATES
2021**

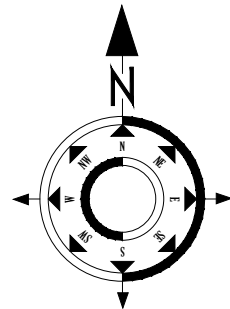
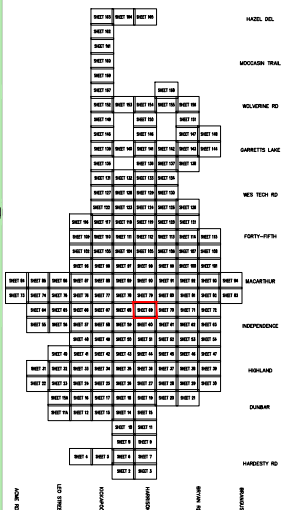
Principal Engineer	\$200.00 per hour
Sr. Project Manager	\$175.00 per hour
Engineering Intern	\$110.00 per hour
Professional Land Surveyor	\$105.00 per hour
Sr. CADD Technician	\$90.00 per hour
CADD Technician	\$75.00 per hour
Resident Inspector	\$80.00 per hour
3 Man Survey Crew w/GPS	\$190.00 per hour
2 Man Survey Crew w/GPS	\$170.00 per hour
Clerical	\$55.00 per hour
Travel Cost	\$0.55 per mile



LEGEND

- 4" SEWER
- 6" SEWER
- 8" SEWER
- 10" SEWER
- 12" SEWER
- 15" SEWER
- 18" SEWER
- 20" SEWER
- 21" SEWER
- 24" SEWER
- 27" SEWER
- 4" FORCEMAIN
- 6" FORCEMAIN
- 8" FORCEMAIN
- 12" FORCEMAIN

KEY MAP



SCALE

1"=100'

DATE SHEET

8/6/2020 69

SEWER ATLAS

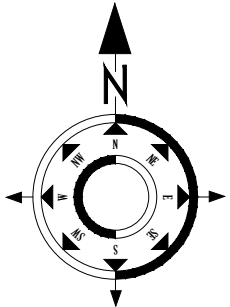
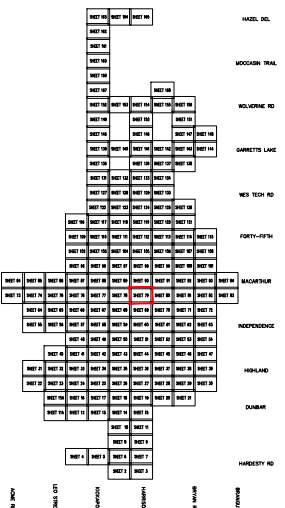
DISCLAIMER: All Lines & Features are shown at an Approximate location and SHOULD be Field Verified.



LEGEND

- 4" SEWER
- 6" SEWER
- 8" SEWER
- 10" SEWER
- 12" SEWER
- 15" SEWER
- 18" SEWER
- 20" SEWER
- 21" SEWER
- 24" SEWER
- 27" SEWER
- 4" FORCEMAIN
- 6" FORCEMAIN
- 8" FORCEMAIN
- 12" FORCEMAIN

KEY MAP



SCALE

1"=100'

DATE

8/6/2020

SHEET

79

SEWER ATLAS

DISCLAIMER: All Lines & Features are shown at an Approximate location and SHOULD be Field Verified.

**AMENDMENT
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF SHAWNEE/MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
CAMMACK AND GEORGIA GRAVITY RELIEF LINES**

COMPENSATION

I. PAYMENTS FOR SERVICES OF THE ENGINEER:

- A. Due to existing conditions, the remaining scope associated with the Georgia Gravity Relief Line is removed from this project. The Owner shall pay the Engineer the following lump sum revised amounts:

Task	Fee
Street Rehabilitation	
Utility Locates and Field Analysis	\$7,500.00
Survey and Preliminary Design	\$32,500.00
Final Design	\$10,000.00
Permitting (ODOT, ODEQ, RR)	\$1,000.00
Utility Coordination	\$2,500.00
ROW/Easement Documentation	\$2,500.00
Bidding Services	\$1,500.00
Services During Construction	\$5,000.00
Design Fee	\$62,500.00

- B. Additional Engineering Services – For authorized services performed by the Engineer which are outside the Scope of Services outlined in this Agreement, the Owner will pay the Engineer in accordance with the attached Exhibit A- Hourly Rates, plus subcontract work, if any, and direct expenses at cost.

Approvals:

ENGINEER:  Date: 6/2/2022
(Holloway, Updike & Bellen, Inc.)

OWNER: _____ Date: _____
(City of Shawnee)

Regular Board of Commissioners

14.

Meeting Date: 06/20/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 1414 North Kennedy Avenue from I-2 (Light Industrial District) to C-3 (Highway Commercial District). Case No. RZ07-22, Applicant: Valir PACE represented by Emily Tremblay.

Attachments

Staff Report

Ordinance



Community Development

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Public hearing and consideration of a request to rezone property located at 1414 N. Kennedy Avenue from I-2 (Light Industrial District) to C-3 (Highway Commercial District).
Case No. RZ07-22 | Applicant: Valir PACE represented by Emily Tremblay

Background: The subject property is located at 1414 N. Kennedy Avenue. The property is approximately 2 acres and contains several buildings formerly known as ‘Doctors Building’ on the southwest corner of Independence and Kennedy. The request is to rezone from I-2 (Light Industrial District) to C-3 (Highway Commercial District)

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has the High Intensity Commercial land use designation. C-3 is an appropriate zoning district for this land use designation. The request is in conformance with the 2040 Comprehensive Plan.

The property is slated for use by Valir PACE, a **P**rogram of **A**ll-inclusive **C**are for the **E**lderly entity. The medical services range from primary care and specialty visits to dental and vision care, as well as mental and behavioral health services. The Valir PACE facility provides this system of care centered around the Adult Day Health Center, which is open on weekdays from 8 a.m. to 5 p.m. The center provides two daily meals, planned social activities, and scheduled fitness sessions. This use is permitted in the C-3 zoning district.

Planning Commission recommended approval of the application RZ07-22 at its regular June 1, 2022 meeting on a 4-0 vote.

Financial Impact: N/A.

Attachment: Application and supporting documents.

Recommendation: Approval of Case No. RZ07-22 to the City Commission based on the factors outlined in the staff report and the recommendation of the Planning Commission.

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: _____

Project Number: _____

Date Filed: _____

Planning Commission Secretary

REQUEST:

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

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from I-2 District to C-3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 1414 N Kennedy Ave, Shawnee, OK 74801

LEGAL DESCRIPTION: BEG NE/C NW W292.35' S298' E292.35' 298' POB DOCTORS BUILDING

PROPERTY OWNER (S): PACE Real Estate, LLC

PROPERTY AGENT (APPLICANT): Valir PACE (c/o Emily Tremblay)

APPLICANT'S ADDRESS: 700 NW 7th St

CITY: Oklahoma City **STATE:** OK **ZIP:** 73102

EMAIL ADDRESS: emily.tremblay@valir.com

TELEPHONE NUMBER: (405) 236-3131 **CONTACT NUMBER:** (405) 236-3131

DIMENSIONS OF PROPERTY: AREA: 16,728 WIDTH: 178
LENGTH: 175 FRONTAGE: _____

CURRENT ZONING: I-2 **CURRENT USE:** medical

PROPOSED ZONING: C-3 **PROPOSED USE:** medical, services for elderly/disabled

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.

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

Emily Tremblay
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

RECEIPT NO. _____

NOTIFICATION SIGN \$ 50.00

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

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

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



Dear City of Shawnee Planning Commission:

Thank you for considering our rezoning application at 1414 N Kennedy Ave.

I am attaching a brochure which explains more about the services that Valir PACE provides to their participants. Valir PACE has been serving the Oklahoma City surrounding area since 2015. Valir PACE is looking forward to expanding into the City of Shawnee and the surrounding area.

We appreciate your dedication to the City of Shawnee. If there is anything that I can provide to assist the commission or answer any questions, feel free to contact me at any time.

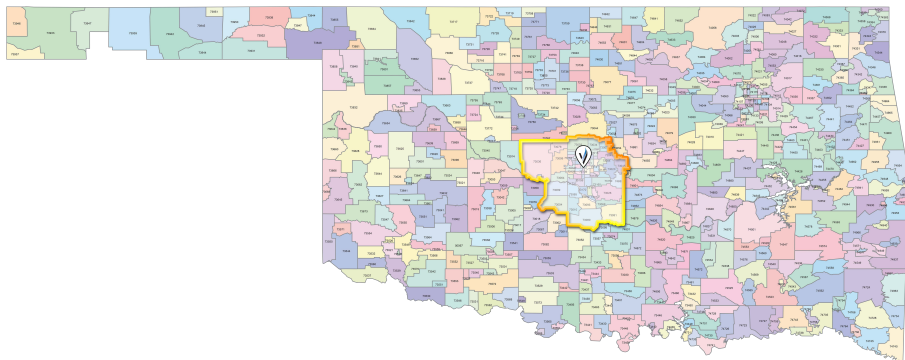
Thank you

A handwritten signature in black ink, appearing to read 'Emily Tremblay', is positioned above the printed name.

Emily Tremblay, PMP | Sr. Project Manager

Office: 405.236.3131 x3613 | Fax: 405.239.7180

Cell (preferred): 918.214.7329



Oklahoma County Zip Codes

73003	73012	73025	73066	73084	73102	73104	73106
73108	73110	73112	73114	73116	73118	73120	73122
73124	73126	73128	73130	73132	73135	73137	73140
73142	73144	73146	73148	73150	73152	73155	73157
73162	73164	73169	73173	73179	73185	73194	73196
73008	73013	73034	73083	73101	73103	73105	73107
73109	73111	73113	73115	73117	73119	73121	73123
73125	73127	73129	73131	73134	73136	73139	73141
73143	73145	73147	73149	73151	73154	73156	73159
73163	73167	73172	73178	73184	73190	73195	73198
73084	73020	74857	73049	73007	73045		

Cleveland County Zip Codes

73153	73160	73165	73170	73189	73051	73068	73069
73071	73026						

Canadian County Zip Codes

73099	73064	73036	73090	73078
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McClain County Zip Codes

73065	73072	73093	73080	73093	73010
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Grady County Zip Codes

73004	73010	73089	73010
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Kingfisher County Zip Codes

73078



**All-Inclusive
Senior Care**



Medical



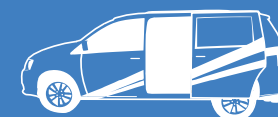
Social



Home



Transportation





Valir PACE is a Program of All-inclusive Care for the Elderly (PACE) entity.

As a Valir PACE participant, you will receive primary care services from physicians at our health center. Along with primary care, Valir PACE offers individual and group therapy sessions tailored to your specific needs and abilities. Our staff works to enhance your way of life so you are able to live at home with limited assisted care.

The center is open weekdays from 8 a.m. until 5 p.m. Participants will not only receive primary care and therapy services, they are provided two hot meals, four hours of planned social activities, and scheduled fitness/nutrition sessions while at the center.

Throughout the year, Valir PACE holds special events for its participants.

Medical Services

(No Co-pays/Out-of-pocket expenses)

Primary and Specialty Care Visits
Dental and Vision
Mental and Behavioral Health
Medication Coverage
24/7 On-Call Medical Personnel

Skilled Therapy

Physical Therapy
Occupational Therapy
Speech Therapy

Community & Home Care Services

Adult Day Health Center
(Open M-F, 8-5)
Door-To-Door Transportation
Respite Care
Personal Care
(bathing, dressing, grooming)

Valir PACE Accepts:

SoonerCare
(Oklahoma Medicaid)
Medicare
Private Pay

Additional Services

(No Co-pays/Out-of-pocket expenses)

Dietary Plans, Counseling and Education
Durable Medical Equipment
Medical and Personal Care Supplies
Covered Hospital Admission/Stays
Necessary Ambulance Transport



“Valir PACE literally saved my life. It is why I love this place. Within the first nine days of attending Valir PACE, I was able to find hope in life, made friends with other participants, and continued recovering from my stroke. Valir PACE, to me, represents a Professional And Caring Employees/Environment. I know in some aspects Valir PACE will be a part of me for the rest of my life.

- Leslie Shaw, Jr., Participant since September 2015

Valir PACE is designed to meet your healthcare needs and promote an independent lifestyle through an on-site clinic, pharmacy, therapy gym and social center; all conveniently located in Midtown.

Application Requirements

Participants must be at least 55 years of age and be able to live safely in their home with minimal assistance. A physical and medical assessment is done by the PACE staff and approved by an OKHCA staff member.

Upon enrollment in the program, the participant agrees to receive all health care services through Valir PACE's health care network. Participants may be liable for the cost of medical services from an out of network provider or without prior authorization, with the exception of emergency services.



PUBLIC HEARING

For more information

Community Development Department
Annex Building
222 N. Broadway Avenue
Shawnee, OK 74801

405-878-1672

Planning Commission

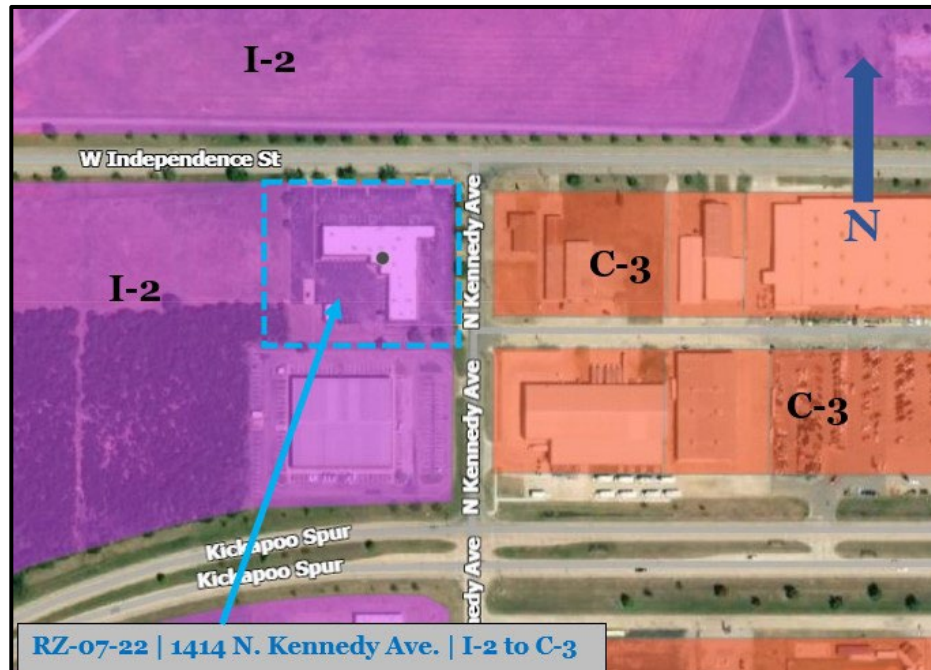
Wednesday, June 1, 2022

City Hall at 16 W. 9th Street, Commission Chambers
1:30 PM

City Commission

Monday, June 20, 2022

City Hall at 16 W. 9th Street, Commission Chambers
6:00 PM



Project Information

Request: Request to rezone from I-2 (Light Industrial District) to C-3 (Highway Commercial District)

Applicant: Valir - PACE

Location: 1414 N Kennedy Avenue

Case #: RZ07-22



Frequently Asked Questions

What is a Rezoning?

A Rezoning is a request to change the zoning of a property to a different zoning district. The zoning of a property determines many of the allowed uses available for development.

Why did I receive a letter?

You own property within 300 feet of the subject property.

How do I make comment on the request?

Try to attend the public hearing if you are able. Staff will also accept written comments for those who cannot attend.

What if I have questions?

Call the Community Development at 405-878-1672 or contact the City Planner at rachel.clyne@shawneeok.org.

What if I cannot attend the hearing?

Staff will accept written comments. You may also have a neighbor or friend attend the hearing to represent your interests at the meeting.

How will this request affect me?

Every property is different.

Contact the Community Development for more information if you have concerns about any impact on you.

I am not in favor of the request, what do I do?

Attend the meetings or provide written comments if you cannot attend. Property owners within 300 feet of the subject property may also prepare a protest petition. Staff can supply additional information about the protest petition requirements.

Legal Description:

TRACT 1

A tract of land described as beginning at the Northeast corner of the Northwest Quarter (NE/c NW/4) of Section Thirteen (13), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence West 292.35 feet; thence South 298 feet; thence East 292.35 feet; thence North 298 feet to the point of beginning.

TRACT 2

Commencing at the Northeast Corner of the Northwest Quarter (NE/C NW/4) of Section Thirteen (13), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence S89°17'32"W along the North Line of the Northwest Quarter of said Section 13 and the basis for the bearings in the following described tract, a distance of 292.35 feet to the POINT OF BEGINNING; thence S00°32'08"E and parallel with the East Line of the Northwest Quarter of said Section 13, a distance of 298.00 feet; thence S89°17'32"W and parallel with the North Line of the Northwest Quarter of said Section 13, a distance of 73.09 feet; thence N00°32'08"W and parallel with the East Line of the Northwest Quarter of said Section 13, a distance of 298.00 feet to the North Line of the Northwest Quarter of said Section 13; thence N89°17'32"E, along the North Line of the Northwest Quarter of said Section 13, a distance of 73.09 feet to the point or place of beginning.

RZ07-22

ORDINANCE NO. ____ NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: TRACT 1 A TRACT OF LAND DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NE/C NW/4) OF SECTION THIRTEEN (13), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE WEST 292.35 FEET; THENCE SOUTH 298 FEET; THENCE EAST 292.35 FEET; THENCE NORTH 298 FEET TO THE POINT OF BEGINNING; TRACT 2 COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NE/C NW/4) OF SECTION THIRTEEN (13), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE S89°17'32"W ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 AND THE BASIS FOR THE BEARINGS IN THE FOLLOWING DESCRIBED TRACT, A DISTANCE OF 292.35 FEET TO THE POINT OF BEGINNING; THENCE S00°32'08"E AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 298.00 FEET; THENCE S89°17'32"W AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 73.09 FEET; THENCE N00°32'08"W AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 298.00 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°17'32"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 73.09 FEET TO THE POINT OR PLACE OF BEGINNING; FROM ZONING CLASSIFICATION I-2 (LIGHT INDUSTRIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 20th day of June, 2022, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification I-2 (Light Industrial District) to C-3 (Highway Commercial District).

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

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

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: TRACT 1 A TRACT OF LAND DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NE/C NW/4) OF SECTION THIRTEEN (13), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE WEST 292.35 FEET; THENCE SOUTH 298 FEET; THENCE EAST 292.35 FEET; THENCE NORTH 298 FEET TO THE POINT OF BEGINNING; TRACT 2 COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NE/C NW/4) OF SECTION THIRTEEN (13), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE S89°17'32"W ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 AND THE BASIS FOR THE BEARINGS IN THE FOLLOWING DESCRIBED TRACT, A DISTANCE OF 292.35 FEET TO THE POINT OF BEGINNING; THENCE S00°32'08"E AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 298.00 FEET; THENCE S89°17'32"W AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 73.09 FEET; THENCE N00°32'08"W AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST

QUARTER OF SAID SECTION 13, A DISTANCE OF 298.00 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°17'32"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 73.09 FEET TO THE POINT OR PLACE OF BEGINNING; FROM ZONING CLASSIFICATION I-2 (LIGHT INDUSTRIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this ____ day of _____, 2022.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of _____, 2022.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

DRAFT

Regular Board of Commissioners

15.

Meeting Date: 06/20/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located on approximately 8.79 acres north of West MacArthur Street and east of Acme Road from R-3 (Multifamily Residential District) and C-2 (Suburban Office Commercial District) to a PUD (Planned Unit Development). Case No. PUD01-22, Applicant: J. Bentley Investments, LLC represented by Grubbs Consulting, LLC. *(Deferred from the May 16, 2022 City Commission meeting.)*

Attachments

Staff Report

Ordinance



Community Development

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Request for a Planned Unit Development (PUD) on approximately 8.79 acres of land located North of W. MacArthur St. and east of Acme Road to develop residential duplex and commercial uses.
Case No. PUD01-22 | Applicants: J. Bentley Investments, LLC

Background: To allow the applicant additional time to revise the PUD design statement, staff recommends that PUD01-22 be deferred to the City Commission meeting on August 18, 2022. The Planning Commission deferred this item from their June 1, 2022 meeting until the Planning Commission meeting on August 3, 2022

Financial Impact: N/A.

Attachment: None.

Recommendation: Planning Staff and the Planning Commission recommend that the City Commission DEFER the public hearing for PUD01-22 to the regular City Commission meeting on August 18, 2022.

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BELMONT PARK ADDITION PHASE 2 A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH 00°34'33" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°34'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 188.36 FEET TO THE SOUTHWEST CORNER OF BELMONT PARK ADDITION, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE UNRECORDED PLAT THEREOF; THENCE ALONG THE SOUTH AND EAST LINES OF SAID ADDITION FOR THE FOLLOWING THREE (3) COURSES: 1. NORTH 89°22'51" EAST, A DISTANCE OF 103.10 FEET; 2. NORTH 26°09'10" EAST, A DISTANCE OF 348.85 FEET; 3. NORTH 00°34'33" WEST, A DISTANCE OF 309.26 FEET TO THE NORTHEAST CORNER OF SAID ADDITION; THENCE NORTH 89°19'11" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 290.00 FEET; THENCE SOUTH 00°34'33" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 1,108.80 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE SOUTH 89°19'11" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 250.00 FEET; THENCE NORTH 00°34'33" WEST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET; THENCE SOUTH 89°19'11" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 382,923 SQUARE FEET OR 8.7907 ACRES, MORE OR LESS. THE BASIS OF BEARING FOR THE ABOVE-DESCRIBED TRACT OF LAND IS THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) HAVING A PLATTED BEARING OF NORTH 00°34'33" WEST; FROM ZONING CLASSIFICATION R-3 (MULTIFAMILY RESIDENTIAL DISTRICT) AND C-2 (SUBURBAN OFFICE COMMERCIAL DISTRICT) TO A PUD (PLANNED UNIT DEVELOPMENT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 20th day of June, 2022, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification R-3 (Multifamily Residential District) and C-2 (Suburban Office Commercial District) to a PUD (Planned Unit Development).

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to a PUD (Planned Unit Development).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BELMONT PARK ADDITION PHASE 2 A

TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH 00°34'33" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°34'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 188.36 FEET TO THE SOUTHWEST CORNER OF BELMONT PARK ADDITION, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE UNRECORDED PLAT THEREOF; THENCE ALONG THE SOUTH AND EAST LINES OF SAID ADDITION FOR THE FOLLOWING THREE (3) COURSES: 1. NORTH 89°22'51" EAST, A DISTANCE OF 103.10 FEET; 2. NORTH 26°09'10" EAST, A DISTANCE OF 348.85 FEET; 3. NORTH 00°34'33" WEST, A DISTANCE OF 309.26 FEET TO THE NORTHEAST CORNER OF SAID ADDITION; THENCE NORTH 89°19'11" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 290.00 FEET; THENCE SOUTH 00°34'33" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 1,108.80 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE SOUTH 89°19'11" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 250.00 FEET; THENCE NORTH 00°34'33" WEST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET; THENCE SOUTH 89°19'11" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 382,923 SQUARE FEET OR 8.7907 ACRES, MORE OR LESS. THE BASIS OF BEARING FOR THE ABOVE-DESCRIBED TRACT OF LAND IS THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) HAVING A PLATTED BEARING OF NORTH 00°34'33" WEST; FROM ZONING CLASSIFICATION R-3 (MULTIFAMILY RESIDENTIAL DISTRICT) AND C-2 (SUBURBAN OFFICE COMMERCIAL DISTRICT) TO A PUD (PLANNED UNIT DEVELOPMENT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this ____ day of _____, 2022.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of _____, 2022.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

16.

Meeting Date: 06/20/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an ordinance amending portions of the Shawnee Municipal Code, Chapter 26 "Utilities," by adding and adopting a Public Safety Fee; and providing for repealer; providing for severability; providing for codification; and providing an effective date.

Attachments

Memo

Ordinance



City Manager's Office

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Public Safety Fee - Ordinances and Resolutions

Background: This memo accompanies four companion items relating to the proposed Public Safety Fee.

At the June 6, 2022, City Commission meeting, an Administrative Report provided an overview of the staffing needs for the Shawnee Fire Department. The report identified the need to increase the Fire Suppression Division from 48 firefighters to 51 firefighters, while also addressing the current budgetary constraints.

The Administrative Report provided information on a temporary funding solution through a utility account fee. The Public Safety Fee, as proposed, would implement a monthly charge of \$1.65 per utility account. With approximately 11,700 active utility accounts, the fee would provide an estimated \$231,660 per year. Those funds would allow for the hiring of three additional firefighters, to bring the Fire Suppression Division to a total of 51 firefighters. It would also provide funding for the equipment and gear necessary for the added firefighters.

The Public Safety Fee is proposed to become effective August 1, 2022, and payments would begin to be received by September 1, 2022. The implementation period allows time for staff to notify account holders and make updates in the billing software. The collections from September 2022 through June 2023 would provide an estimated \$193,050.

If the respective ordinances and resolutions for the Public Safety Fee are approved, a budget amendment would be presented at a future City Commission meeting to account for the temporary revenue and additional personnel and equipment expenditures.

City staff recommends that the Public Safety Fee on utility accounts only be utilized on a temporary basis until a long-term funding source can be implemented. Staff will continue to identify those options and develop sustainable pathways forward for the City Commission's consideration.

Financial Impact: Estimated revenue of \$193,050 for Fiscal Year 2023.

Attachment: Respective Ordinance or Resolution.

Staff Recommendation: Approval of the item.

ORDINANCE NO. _____

AN ORDINANCE AMENDING PORTIONS OF THE SHAWNEE MUNICIPAL CODE, CHAPTER 26 “UTILITIES,” BY ADDING AND ADOPTING A PUBLIC SAFETY FEE; AND PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a proposal has been presented to the City Commission of the City of Shawnee, Oklahoma to amend Chapter 26 of the Shawnee Municipal Code of Ordinances of the City of Shawnee, Oklahoma so as to create, implement, and impose a public safety fee upon utility customers;

WHEREAS, the City Commission has determined that such modification and amendment is necessary and in the best interest of the citizens of the City of Shawnee to provide more efficient administration of city departments; and

WHEREAS, the Mayor and City Commissioners wish to implement those changes:

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 26 OF THE SHAWNEE MUNICIPAL CODE BE AMENDED AS FOLLOWS:

Section 1. [adoption of Public Safety Fee] Amends City Code Chapter 26 “Utilities”, Article III “Water”, Division 2 “Service Connections”, “Subdivision III “Meters”, by creating Section 26-174 [formerly “Reserved”], which shall impose and set a monthly fee for Public Safety through the adoption of the following language:

Section 26-174 – Public Safety Fee.

Each account shall be charged a monthly fee relating to Public Safety. The amount to be charged for the Public Safety Fee shall be in an amount as described in the City Fee Schedule adopted and updated from time to time by resolution of the City Commission. The Public Safety Fee collected shall be deposited in the General Fund and all monies collected shall be used for Public Safety purposes. The fee shall be reviewed and evaluated annually by the City Commission.

Section 2: Repealer. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 3: Codification and Fee Schedule Update. This Ordinance, and its Appendix, shall be codified in the Shawnee Municipal Code, and update the City Fee Schedule, and the codifier is authorized to set out the ordinance as appropriate.

Section 4: Severability. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 5: Effective Date. This ordinance shall take effect and be in full force and effect after its passage on August 1, 2022.

PASSED AND APPROVED this _____ day of _____, 2022.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of _____, 2022.

JOSEPH M. VORNDRAN
CITY ATTORNEY

DRAFT

Regular Board of Commissioners

17.

Meeting Date: 06/20/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution updating the City Fee Schedule by setting the monthly rate of the Public Safety Fee pursuant to Chapter 26, Article III, Division 2, Subdivision III, Section 26-174, of the City Code; and providing an effective date.

Attachments

Memo

Resolution

Exhibit A



City Manager's Office

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Public Safety Fee - Ordinances and Resolutions

Background: This memo accompanies four companion items relating to the proposed Public Safety Fee.

At the June 6, 2022, City Commission meeting, an Administrative Report provided an overview of the staffing needs for the Shawnee Fire Department. The report identified the need to increase the Fire Suppression Division from 48 firefighters to 51 firefighters, while also addressing the current budgetary constraints.

The Administrative Report provided information on a temporary funding solution through a utility account fee. The Public Safety Fee, as proposed, would implement a monthly charge of \$1.65 per utility account. With approximately 11,700 active utility accounts, the fee would provide an estimated \$231,660 per year. Those funds would allow for the hiring of three additional firefighters, to bring the Fire Suppression Division to a total of 51 firefighters. It would also provide funding for the equipment and gear necessary for the added firefighters.

The Public Safety Fee is proposed to become effective August 1, 2022, and payments would begin to be received by September 1, 2022. The implementation period allows time for staff to notify account holders and make updates in the billing software. The collections from September 2022 through June 2023 would provide an estimated \$193,050.

If the respective ordinances and resolutions for the Public Safety Fee are approved, a budget amendment would be presented at a future City Commission meeting to account for the temporary revenue and additional personnel and equipment expenditures.

City staff recommends that the Public Safety Fee on utility accounts only be utilized on a temporary basis until a long-term funding source can be implemented. Staff will continue to identify those options and develop sustainable pathways forward for the City Commission's consideration.

Financial Impact: Estimated revenue of \$193,050 for Fiscal Year 2023.

Attachment: Respective Ordinance or Resolution.

Staff Recommendation: Approval of the item.

RESOLUTION NO. ____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY SETTING THE MONTHLY RATE OF THE PUBLIC SAFETY FEE PURSUANT TO CHAPTER 26, ARTICLE III, DIVISION 2, SUBDIVISION III, SECTION 26-174, OF THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City, through the passage of Ordinance No. 2599NS, has adopted a City Fee Schedule as a part of the Code of the City of Shawnee, Oklahoma that contains the description of various fees administered by the City;

WHEREAS, pursuant to Ordinance No. 2599NS, Subsequent versions, adoptions, and updates of the City Fee Schedule shall be accomplished by resolution of the City Commission;

WHEREAS, Chapter 26, Article III, Division 2, Subdivision III, Sections 26-174 provides for the setting and updating of monthly charges for the Public Safety Fee, adopted and updated by resolution of the City Commission, and that such rates shall be described in the City Fee Schedule;

WHEREAS, the City Commission wishes to update the City Fee Schedule in a manner described below so as to set the monthly rate of the Public Safety Fee pursuant to Section 26-174;

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

Section 1. The monthly Public Safety Fee charged to each account shall be: \$1.65.

Section 2. **Adoption and Update of City Fee Schedule.** That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit 'A'). This Resolution updates and changes City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

Section 3. **Effective Date.** The effective date of the fee changes in this Resolution is August 1, 2022.

PASSED AND APPROVED this ____ day of June, 2022.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

DRAFT

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 26 ARTICLE III WATER						
		Furnishing to other premises:				
Part II Chapter 26 Art III Div 1 Sec 26-59	Utilities	Resetting the Meter Fee	\$25			
		Water--Drought Management Plans:				
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (1)	Utilities	<u>Fines:</u> 1st Violation;		Warning		
		Water--Drought Management Plans:				
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (2)	Utilities	<u>Fines:</u> 2nd Violation;		\$150 plus costs		
		Water--Drought Management Plans:				
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (3)	Utilities	<u>Fines:</u> 3rd Violation;		\$250 plus costs		
		Water--Drought Management Plans:				
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (4)	Utilities	<u>Fines:</u> 4th and Subsequent Violations		\$500 plus costs		
		Failure to Repair Water Leak:				
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Maximum Fine		\$150		

		Failure to Repair Water Leak:				
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Subsequent Fine for each day		\$25		
		Individual Water Well:				
Part II Chapter 26 Art III Div 1 Sec 26-71 (a) (2)	Utilities	Permit Fee	\$100			
		Fire hydrant meter for bulk water purchase:				
Part II Chapter 26 Art III Div 1 Sec 26-72	Utilities	Refundable Deposit	\$1,100			
		Water Service Tapping Fee:				
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Meter Size of 5/8" or 3/4"	\$300			
		Water Service Tapping Fee:				
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Meter Size of 1/2" or 3/4"	\$350			
		Water Service Tapping Fee:				
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Meter Size of 1.0" and over	\$450			
Part II Chapter 26 Art III Div 1 Sec 26-104	Utilities	Filling Swimming Pools	Refer to Code			
		Water Service Cash Deposit - Residential	\$75			
Part II Chapter 26 Art III Div 1 Sec 26-132 (a)	Utilities	Water Service Cash Deposit - Commercial	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-133 (a)	Utilities	Water Meter Deposit	\$200			
Part II Chapter 26 Art III Div 1 Sec 26-134	Utilities					

Part II Chapter 26 Art III Div 1 Sec 26-135 (b)	Utilities	Temporary Service Charge	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-137	Utilities	Utility Deposit Amount Increase	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-171	Utilities	Water Meter Testing	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-202	Utilities	Late Payment Penalty	10 % of bill, minimum \$1.25			
Part II Chapter 26 Art III Div 2 Sec 26-101(c)	Utilities	Transfer of Service Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-132(a)	Utilities	Water Service Cash Deposit - Residential	\$75			
Part II Chapter 26 Art III Div 2 Sec 26-132(c)	Utilities	Processing Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-173	Utilities	Meter Maintenance Fees				
		Residential	\$6 per month			
		Commercial				
		Meter Size	Rate Per Month			
		3/4" Meter	\$6			
		5/8" Meter	\$6			
		1" Meter	\$6			
		1-1/2" Meter	\$7			
		2" Meter	\$9			
		3" Meter	\$13			
		4" Meter	\$17			
		5" Meter	\$21			
		6" Meter	\$25			
		8" Meter	\$34			
Part II Chapter 26 Art III Div 2 Sec 26-174	Utilities	Public Safety Fee	\$1.65			
Part II Chapter 26 Art III Div 4 Sec 26-231 (c)	Utilities	Removal, Plugging, Locking, and Resetting of City Water Meters: Fee	\$75			

Part II Chapter 26 Art III Div 4 Sec 26-231 (d)	Utilities	Administration Fee for Process of Disconnecting	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-231(e)	Utilities	Rescheduling Fee	\$25			
Part II Chapter 26 Art III Div 4 Sec 26-231(f)	Utilities	Cutoff Notice Fee	\$5			
Part II Chapter 26 Art III Div 4 Sec 26-231(g)	Utilities	After-Hours Connection Serv	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-233	Utilities	Dishonored Check Fee	\$35			
Part II Chapter 26 Art IV Div 1 Sec 26-264	Utilities	Sewers: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-265	Utilities	Falsifying Information: Maximum Fine		\$500		
Part II Chapter 26 Art IV Div 1 Sec 26-266 (h)	Utilities	Sewers: Citation: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-271 (c)	Utilities	Fees for dumping Septage (section 26-28)	RESERVED			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 4 inch pipe	\$375			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 6 inch pipe	\$500			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 8 inch pipe	\$1,000			
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	\$20			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: First Occurrence	\$25			

Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: Subsequent Occurrences	\$50			
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Regular Board of Commissioners

18.

Meeting Date: 06/20/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an ordinance amending portion of the Shawnee Municipal Code, Chapter 23 "Solid Waste", by adding and adopting a Public Safety Fee; and providing for repealer; providing for severability; providing for codification; and providing an effective date.

Attachments

Memo

Ordinance



City Manager's Office

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Public Safety Fee - Ordinances and Resolutions

Background: This memo accompanies four companion items relating to the proposed Public Safety Fee.

At the June 6, 2022, City Commission meeting, an Administrative Report provided an overview of the staffing needs for the Shawnee Fire Department. The report identified the need to increase the Fire Suppression Division from 48 firefighters to 51 firefighters, while also addressing the current budgetary constraints.

The Administrative Report provided information on a temporary funding solution through a utility account fee. The Public Safety Fee, as proposed, would implement a monthly charge of \$1.65 per utility account. With approximately 11,700 active utility accounts, the fee would provide an estimated \$231,660 per year. Those funds would allow for the hiring of three additional firefighters, to bring the Fire Suppression Division to a total of 51 firefighters. It would also provide funding for the equipment and gear necessary for the added firefighters.

The Public Safety Fee is proposed to become effective August 1, 2022, and payments would begin to be received by September 1, 2022. The implementation period allows time for staff to notify account holders and make updates in the billing software. The collections from September 2022 through June 2023 would provide an estimated \$193,050.

If the respective ordinances and resolutions for the Public Safety Fee are approved, a budget amendment would be presented at a future City Commission meeting to account for the temporary revenue and additional personnel and equipment expenditures.

City staff recommends that the Public Safety Fee on utility accounts only be utilized on a temporary basis until a long-term funding source can be implemented. Staff will continue to identify those options and develop sustainable pathways forward for the City Commission's consideration.

Financial Impact: Estimated revenue of \$193,050 for Fiscal Year 2023.

Attachment: Respective Ordinance or Resolution.

Staff Recommendation: Approval of the item.

ORDINANCE NO. _____

AN ORDINANCE AMENDING PORTIONS OF THE SHAWNEE MUNICIPAL CODE, CHAPTER 23 “SOLID WASTE,” BY ADDING AND ADOPTING A PUBLIC SAFETY FEE; AND PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a proposal has been presented to the City Commission of the City of Shawnee, Oklahoma to amend Chapter 23 of the Shawnee Municipal Code of Ordinances of the City of Shawnee, Oklahoma so as to create, implement, and impose a public safety fee upon sanitation only customers;

WHEREAS, the City Commission has determined that such modification and amendment is necessary and in the best interest of the citizens of the City of Shawnee to provide more efficient administration of city departments; and

WHEREAS, the Mayor and City Commissioners wish to implement those changes:

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 26 OF THE SHAWNEE MUNICIPAL CODE BE AMENDED AS FOLLOWS:

Section 1. [adoption of Public Safety Fee] Amends City Code Chapter 23 “Solid Waste”, Article II “Collection and Removal”, Section 23-38 “Charges”, by creating Section 23-38(g), which shall impose and set a monthly fee for Public Safety through the adoption of the following language:

Section 23-38(g) – Public Safety Fee.

Each account which is only charged for the collection and removal of garbage or rubbish and that does not include water service (as described in Section 23-38(e)) (“Sanitation Only Account”) shall be charged a monthly fee relating to Public Safety. The amount to be charged for the Public Safety Fee shall be in an amount as described in the City Fee Schedule adopted and updated from time to time by resolution of the City Commission. The Public Safety Fee collected shall be deposited in the General Fund and all monies collected shall be used for Public Safety purposes. The fee shall be reviewed and evaluated annually by the City Commission.

Section 2: Repealer. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 3: Severability. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 4: Codification and Fee Schedule Update. This Ordinance, and its Appendix, shall be codified in the Shawnee Municipal Code, and update the City Fee Schedule, and the codifier is authorized to set out the ordinance as appropriate.

Section 5: Effective Date. This ordinance shall take effect and be in full force and effect after its passage on August 1, 2022.

PASSED AND APPROVED this _____ day of _____, 2022.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2022.

JOSEPH M. VORNDRAN
CITY ATTORNEY

DRAFT

Regular Board of Commissioners

19.

Meeting Date: 06/20/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution updating the City Fee Schedule by setting the monthly rate of the Public Safety Fee pursuant to Chapter 23, Article II, Section 23-38 of the City Code; providing an effective date; and providing for the readoption of the City Fee Schedule in whole.

Attachments

Memo

Resolution

Exhibit A

Exhibit B



City Manager's Office

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Public Safety Fee - Ordinances and Resolutions

Background: This memo accompanies four companion items relating to the proposed Public Safety Fee.

At the June 6, 2022, City Commission meeting, an Administrative Report provided an overview of the staffing needs for the Shawnee Fire Department. The report identified the need to increase the Fire Suppression Division from 48 firefighters to 51 firefighters, while also addressing the current budgetary constraints.

The Administrative Report provided information on a temporary funding solution through a utility account fee. The Public Safety Fee, as proposed, would implement a monthly charge of \$1.65 per utility account. With approximately 11,700 active utility accounts, the fee would provide an estimated \$231,660 per year. Those funds would allow for the hiring of three additional firefighters, to bring the Fire Suppression Division to a total of 51 firefighters. It would also provide funding for the equipment and gear necessary for the added firefighters.

The Public Safety Fee is proposed to become effective August 1, 2022, and payments would begin to be received by September 1, 2022. The implementation period allows time for staff to notify account holders and make updates in the billing software. The collections from September 2022 through June 2023 would provide an estimated \$193,050.

If the respective ordinances and resolutions for the Public Safety Fee are approved, a budget amendment would be presented at a future City Commission meeting to account for the temporary revenue and additional personnel and equipment expenditures.

City staff recommends that the Public Safety Fee on utility accounts only be utilized on a temporary basis until a long-term funding source can be implemented. Staff will continue to identify those options and develop sustainable pathways forward for the City Commission's consideration.

Financial Impact: Estimated revenue of \$193,050 for Fiscal Year 2023.

Attachment: Respective Ordinance or Resolution.

Staff Recommendation: Approval of the item.

RESOLUTION NO. ____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY SETTING THE MONTHLY RATE OF THE PUBLIC SAFETY FEE PURSUANT TO CHAPTER 23, ARTICLE II, SECTION 23-38 OF THE CITY CODE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE READOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

WHEREAS, The City, through the passage of Ordinance No. 2599NS, has adopted a City Fee Schedule as a part of the Code of the City of Shawnee, Oklahoma that contains the description of various fees administered by the City;

WHEREAS, pursuant to Ordinance No. 2599NS, Subsequent versions, adoptions, and updates of the City Fee Schedule shall be accomplished by resolution of the City Commission;

WHEREAS, Chapter 23, Article II, Section 23-38 provides for the setting and updating of monthly charges for the Public Safety Fee, adopted and updated by resolution of the City Commission, and that such rates shall be described in the City Fee Schedule;

WHEREAS, the City Commission wishes to update the City Fee Schedule in a manner described below so as to set the monthly rate of the Public Safety Fee pursuant to Section 23-38;

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

Section 1. The monthly Public Safety Fee charged to each account shall be: \$1.65.

Section 2. **Adoption and Update of City Fee Schedule.** That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit 'A') and the updated City Fee Schedule in whole (Exhibit 'B'). This Resolution updates and changes City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

Section 3. **Effective Date.** The effective date of the fee changes in this Resolution is August 1, 2022.

PASSED AND APPROVED this ____ day of June, 2022.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 23: SOLID WASTE						
Part II Chapter 23 Art II Sec 23-38 (a)	Solid Waste	Once a week residential curbside solid waste collection				
		Type of Service	Monthly Rate			
		Small Polycart (65 gallon)	\$17.91			
		Large Polycart (95 gallon)	\$22.57			
		Additional Polycart (95 gallon)	\$11.39			
		Solid Waste Service Only	\$22.57			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	\$5			
Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	\$20.00			
Part II Chapter 23 Art II Sec 23-38 (g)	Solid Waste	Public Safety Fee	\$1.65			
Part II Chapter 23 Art II Sec 23-40	Solid Waste	Disposal of household hazardous waste; rates	Not included in this Schedule; See Code Sec 23-40			
Part II Chapter 23 Art III Sec 23-67 (b)	Solid Waste	City Dump; Sanitary Landfill: Fee per cubic yard	\$0.75			

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount						
<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHARTER						
Part I Art V Sec 4	Charter	Bond of City Manager and Other Appointive Officers and Employees			\$25,000	
CHAPTER 1: GENERAL PROVISIONS						
Part II Chapter 1 Sec 1-10 (a) (1) and (b)	General Provisions	General Penalty. Class A Offenses: Maximum Fine for all alcohol and drug related offenses, plus cost		\$800		
Part II Chapter 1 Sec 1-10 (a) (2) and (b)	General Provisions	General Penalty. Class B Offenses: Maximum Fine for violations of ordinances regulating pretreatment of wastewater and stormwater discharges		\$1,000		
Part II Chapter 1 Sec 1-10 (a) (3) and (b)	General Provisions	General Penalty. Class C Offenses: Maximum Fine for all other violations.		\$750		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 2: ADMINISTRATION						
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for photocopy all ordinances, papers, records, or commission proceedings	\$0.25			
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for certifying all ordinances, papers, records, or commission proceedings	\$1			
Part II Chapter 2 Art VI Div 1 Sec 2-358	Administration	Human Rights. Maximum Fine		\$500		
CHAPTER 3: ADVERTISING AND SIGNS						
Part II Chapter 3 Art II Div 1 Sec 3-37 (c)	Advertising and Signs	Redemption fee for impounded sign	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a) (1)	Advertising and Signs	Portable signs (temporary)	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a) (2)	Advertising and Signs	Permanent signs	\$25 x 4			
Part II Chapter 3 Art II Div 3 Sec 3-96 (a)	Advertising and Signs	Electrical and Non-Electrical Sign Contractors License	\$75			
Part II Chapter 3 Art II Div 3 Sec 3-97 (a)	Advertising and Signs	Electrical and Neon Sign Hanger's License	\$50			
Part II Chapter 3 Art II Div 3 Sec 3-97 (b)	Advertising and Signs	Late License Renewal Fee		\$15		
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	Bond Required Prior to any License			\$2,000	

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	When the number of permits issued to any person shall cover more than 50 signs, panels or structures of 25 feet in length or less, the penal sum of such bond shall be increased \$2,000.00 for each additional 40 of such panels, signs or structures or fraction thereof for which permits are issued to such person.			\$2,000	
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of one person in one accident				\$5,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of any number of persons in any one accident				\$10,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for property damage in any one accident				\$5,000

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 4: ALCOHOLIC BEVERAGES						
Part II Chapter 4 Art I Sec 4-5 (a) (1)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Brewer's License	\$1,250			
Part II Chapter 4 Art I Sec 4-5 (a)(2)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Oklahoma Brewer's License	\$125			
Part II Chapter 4 Art I Sec 4-5 (a) (3)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Distiller's License	\$3,125			
Part II Chapter 4 Art I Sec 4-5 (a) (4)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Winemaker's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a) (5)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: State winemaker's License	\$75			
Part II Chapter 4 Art I Sec 4-5 (a) (6)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Rectifier's License	\$3,125			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a) (7)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Wholesaler's License	\$3,500			
Part II Chapter 4 Art I Sec 4-5 (a) (8)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim Wine and Spirits Wholesaler's License	\$3,000			
Part II Chapter 4 Art I Sec 4-5 (a) (9)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Class B wholesaler's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a) (10)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim beer distributor's License	\$750			
Part II Chapter 4 Art I Sec 4-5 (a) (11)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Package store's License	\$905			
Part II Chapter 4 Art I Sec 4-5 (a) (12)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail wine license	\$1,000			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a) (13)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail beer license	\$ 500			
Part II Chapter 4 Art I Sec 4-5 (a) (14)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Mixed beverage license - initial and renewal	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-5 (a) (15)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Bottle Club's License--Initial and Renewal	\$1,000; and \$900			
Part II Chapter 4 Art I Sec 4-5 (a) (16)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal. If caterer is holder of a mixed beverage license issued by the city	\$ 1,250.00			
Part II Chapter 4 Art I Sec 4-5 (a) (17)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal.	\$1,005; and \$905			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a) (18)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, per day	\$50.00			
Part II Chapter 4 Art I Sec 4-5 (a) (19)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, annual/quarterly	\$55.00			
Part II Chapter 4 Art I Sec 4-5 (a) (20)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Beer and Wine License-- Initial and Renewal	\$500; and \$450			
Part II Chapter 4 Art I Sec 4-5 (b)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: License Fee for Section 501 (c) (19) exempt service organizations	\$500			
Part II Chapter 4 Art I Sec 4-5 (c) (1)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Annual Public Event License	\$1,005			
Part II Chapter 4 Art I Sec 4-5 (c) (2)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: One-time public event license	\$255			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-7 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		\$500		
Part II Chapter 4 Art I Sec 4-9 (b)	Alcoholic Beverages	Posting of signs by business: Spread of Minimum Fine and Maximum Fine		\$2,500 to \$5,000		
Part II Chapter 4 Art I Sec 4-9 (c)	Alcoholic Beverages	Posting of signs by business: Failure to post a sign Fine		\$500		
Part II Chapter 4 Art II Sec 4-43 (c)	Alcoholic Beverages	License for retail dealer. Annual license fee for retail dealer of nonintoxicating beverages, e.g. 3.2 beer: Sales On Premises versus Sales Off Premises	On Premises \$20; Off Premises \$10			
Part II Chapter 4 Art II Sec 4-47 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		\$500		
Part II Chapter 4 Art II Sec 4-49 (a)	Alcoholic Beverages	Posting by business of state penalty for obtaining for persons under 21. Maximum Fine		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art II Sec 4-49 (b)	Alcoholic Beverages	Posting by business of state penalty for obtaining for persons under 21. Maximum Fine, per day		\$50		
CHAPTER 5: ANIMALS						
Part II Chapter 5 Art I Sec 5-1	Animals	Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-2 (e)	Animals	Cruelty: Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-3 (g)	Animals	Vicious Animals: Maximum Fine		\$200		
Part II Chapter 5 Art I Sec 5-5 (2)	Animals	Keeping porcine, goats, sheep, or hoofed animals other than bovines or equines. Goat, sheep, or hoofed animal --Permit Fee	\$10			
Part II Chapter 5 Art I Sec 5-5 (3)	Animals	Keeping porcine, goats, sheep, or hoofed animals other an bovines or equines. Porcine--Permit Fee	\$10			
Part II Chapter 5 Art I Sec 5-17	Animals	Abandoning animals in public or private place: Fine upon conviction		\$200		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art I Sec 5-18	Animals	Use of traps: Fine		\$100		
Part II Chapter 5 Art I Sec 5-20 (a)	Animals	Animal a nuisance: Bond			\$500	
Part II Chapter 5 Art I Sec 5-20 (g)	Animals	Animal a nuisance: Fine		\$200		
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Initial Seizure and Impoundment Fee	\$30			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Per Day Seizure and Impoundment Fee	\$10			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Seizure and Impoundment-- Use of Tranquilizer Fee	\$20			
Part II Chapter 5 Art II Sec 5-51 (d)	Animals	Redemption: Maximum Fine		\$500		
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual Fee for Adult Unaltered Male or Female Note: Seniors 50% Discount	\$20			

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Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual Fee for Adult Altered Male or Female Note: Seniors 50% Discount	\$10			
Part II Chapter 5 Art III Div 2 Sec 5-119	Animals	Dogs. Issuance of duplicate tags: Fee to Replaces lost or stolen Dog License Tag	\$1			
Part II Chapter 5 Art III Div 4 Sec 5-178 (1)	Animals	Dogs. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			
Part II Chapter 5 Art III Div 4 Sec 5-179	Animals	Dogs. Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art III Div 5 Sec 5-208	Animals	Dogs. Kennels: Dog Kennel Operation Annual License	\$200			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats. Annual Fee for Adult Unaltered Male or Female Note: Seniors 50% Discount	\$20			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats. Annual Fee for Adult altered Male or Female Note: Seniors 50% Discount	\$10			
Part II Chapter 5 Art IV Div 2 Sec 5-281	Animals	Cats. Issuance of duplicate tags: Fee to Replaces lost or stolen Cat License Tag	\$1			
Part II Chapter 5 Art IV Div 3 Sec 5-307 (1)&(2)	Animals	Cats. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			
Part II Chapter 5 Art IV Div 3 Sec 5-308	Animals	Cats. Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			

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Part II Chapter 5 Art IV Div 4 Sec 5-338 (a)	Animals	Cats. Kennels: Cat Kennel Operation Annual License	\$200			
Part II Chapter 5 Art V Sec 5-372	Animals	Dog and Cat Sterilization. Sterilization or agreement and deposit required for adoption	\$50			
Part II Chapter 5 Art V Sec 5-374 (2)	Animals	Maximum Fine of Violation of Form Agreement		\$500		
Part II Chapter 5 Art V Sec 5-379	Animals	Dog and Cat Sterilization. Failure to Comply: Maximum Fine		\$500		
CHAPTER 6: AVIATION						
Part II Chapter 6 Art III Sec 6-58 (b)	Aviation			\$500		
CHAPTER 7: BUILDINGS AND BUILDING REGULATIONS						
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee-- RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee-- COMMERCIAL	\$0.20 per square feet			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee--RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee-- COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(3)	Buildings and Building Regulations	Construction of an accessory structure (between 200-400 Feet): Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(4)	Buildings and Building Regulations	Plan Check Fee for Building Plan Review	25% of the building permit fee			
Part II Chapter 7 Art II Sec 7-32 (a)(5)	Buildings and Building Regulations	Removal of Structure to Another Location Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(6)	Buildings and Building Regulations	Demolition Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(7)	Buildings and Building Regulations	Swimming Pool Permit Fee	\$60			
Part II Chapter 7 Art II Sec 7-32 (a)(8)	Buildings and Building Regulations	Driveway Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(9)	Buildings and Building Regulations	Minimum Permit Fee	\$20			
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: First Occurrence	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art II Sec 7-32 Sec 114.4	Buildings and Building Regulations	Maximum Fine		\$500		
-Part II Chapter 7 Art II Sec 7-32 Sec 115.3	Buildings and Building Regulations	Unlawful Continuance Minimum and Maximum Fine Amounts		\$100, \$500		
Part II Chapter 7 Art III Div 3 Sec 7-126 (a)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Initial Electrical Contractor Fee	\$100			
Part II Chapter 7 Art III Div 3 Sec 7-126 (b)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Annual Renewal Electrical Contractor Fee	\$75			

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Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--Up to 200 amps	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--200 to 400 amps	\$100			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--400+ amps	\$150			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: First Occurrence	\$25			

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Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (c)	Buildings and Building Regulations	Fuel and Gas Code. Change of existing service	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: First Occurance	\$25			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (e)	Buildings and Building Regulations	Fuel and Gas Code. Boring Fee	\$60			

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Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 1 Sec 7-299	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Maximum Fine		\$500		
Part II Chapter 7 Art V Div 1 Sec 7-302 (a)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Initial Contractor License Fee	\$100			
Part II Chapter 7 Art V Div 1 Sec 7-302 (b)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Annual Renewal Contractor Fee	\$75			
Part II Chapter 7 Art V Div 2 Sec 7-331(c)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Change of existing service fee	\$25 (\$500 max)			

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Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work First Occurrence	\$25			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art V Div 2 Sec 7-331(f)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: New or change of existing equipment	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(g)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Commercial refrigeration	\$20 per HP			

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Part II Chapter 7 Art V Div 2 Sec 7-331(h)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Chilled water-cooling system	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(i)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Boiler	\$20 per unit			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art VI Div 1 Sec 7-362(c)	Buildings and Building Regulations	Plumbing. Change of existing service fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: First Occurrence	\$25			

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Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(e)	Buildings and Building Regulations	Plumbing. Boring Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art VI Div 2 Sec 7-397	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Initial	\$100			
Part II Chapter 7 Art VI Div 2 Sec 7-398 (a)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Annual Renewal Fee	\$75			
Part II Chapter 7 Art VI Div 2 Sec 7-399 (b)	Buildings and Building Regulations	Registration of Plumbers. Liability Insurance Minimums				\$5,000, \$10,000, \$5,000

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Part II Chapter 7 Art VII Sec 7-432	Buildings and Building Regulations	International Property Maintenance Code: Minimum and Maximum Fine Amounts		\$50, \$500		
Part II Chapter 7 Art X Sec 7-521	Buildings and Building Regulations	Fair Housing. Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-612	Buildings and Building Regulations	Demolitions of Buildings: Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-614 (b)	Buildings and Building Regulations	Demolitions of Buildings: License Fee	\$75			
Part II Chapter 7 Art XIII Sec 7-615	Buildings and Building Regulations	Demolitions of Buildings: Surety Bond			\$10,000	
Part II Chapter 7 Art XIII Sec 7-616 (b)	Buildings and Building Regulations	Demolitions of Buildings: Liability Insurance Minimums				\$50,000, \$100,000, \$50,000
Part II Chapter 7 Art XIV Sec 7-646 (a)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing	\$75			

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Part II Chapter 7 Art XIV Sec 7-646 (b)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing -- Late Fee	\$15			
Part II Chapter 7 Art XIV Sec 7-647 (a)	Buildings and Building Regulations	Storm Cellars: Surety Bond for engaging in the business of constructing or repairing			\$2,000	
Part II Chapter 7 Art XIV Sec 7-648 (b)	Buildings and Building Regulations	Storm Cellars: Liability Insurance Minimums for engaging in the business of constructing or repairing				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art XV Div 1 Sec 7-676	Buildings and Building Regulations	Moving of Buildings: Minimum Fine		\$500		
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Minimum Fine	\$25			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building up to 24 feet in width	\$50			

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Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building 30 feet to 32 feet in width	\$75			
Part II Chapter 7 Art XV Div 2 Sec 7-714 (b)	Buildings and Building Regulations	Moving of Buildings: Surety Bond			\$2,000	
Part II Chapter 7 Art XV Div 2 Sec 7-715 (b)	Buildings and Building Regulations	Moving of Buildings: Minimum Liability Insurance				\$5,000, \$10,000 \$5,000
Part II Chapter 7 Art XV Div 2 Sec 7-716 (c)	Buildings and Building Regulations	Moving of Buildings: Clean up Deposit Prior to Issuance	\$500			
Part II Chapter 7 Art XV Div 2 Sec 7-717	Buildings and Building Regulations	Moving of Buildings: Time Limits for Completion of Moving-- per day fee for exceeding allowable days in permit	\$10			

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CHAPTER 8: BUSINESS, PERMITS, AND LICENSES						
Part II Chapter 8 Art II Sec 8-32 (c)	Business, Permits, and Licenses	Alarm Permits required. Fines tied to violation		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art II Sec 8-34 (a)	Business, Permits, and Licenses	Alarm fees required: initial registration	\$25			
Part II Chapter 8 Art II Sec 8-34 (b)	Business, Permits, and Licenses	Alarm fees required: renewal license	\$15			
Part II Chapter 8 Art II Sec 8-34 (c)	Business, Permits, and Licenses	Alarm fees required: reinstatement fee	\$50			
Part II Chapter 8 Art II Sec 8-35	Business, Permits, and Licenses	False alarms		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art II Sec 8-40	Business, Permits, and Licenses	Enforcement of all other section violations		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art VI Div 1 Sec 8-192	Business, Permits, and Licenses	Peddlers, Solicitors, and Itinerant Merchants: Penalty for violation		\$500		
Part II Chapter 8 Art VI Div 2 Sec 8-224	Business, Permits, and Licenses	License fee	\$3 per day; or \$15 per week; or \$50 per year			
Part II Chapter 8 Art VI Div 2 Sec 8-225 (a)	Business, Permits, and Licenses	Bond			\$2,000	
Part II Chapter 8 Art VI Div 3 Sec 8-256	Business, Permits, and Licenses	Penalty for violation		\$500		
Part II Chapter 8 Art VI Div 3 Sec 8-259	Business, Permits, and Licenses	Snow cone merchant's license	\$25			
Part II Chapter 8 Art VI Div 4 Sec 8-291	Business, Permits, and Licenses	Charitable Solicitations: Penalty for violation		\$500		
Part II Chapter 8 Art VII Sec 8-326	Business, Permits, and Licenses	Pawnbrokers: Violations penalty		\$500		
Part II Chapter 8 Art VII Sec 8-327	Business, Permits, and Licenses	Pawnbrokers: Regulatory Fee	\$50			
Part II Chapter 8 Art VII Sec 8-328 (a)	Business, Permits, and Licenses	Pawnbrokers: Bond			\$1,000	

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		Auctioneers:				
		License Fee per annum;	\$100;			
		per day in lieu of per annum;	\$10;			
		per week in lieu of annum;	\$20;			
Part II Chapter 8 Art VIII Sec 8-363	Business, Permits, and Licenses	per month in lieu of annum	\$30			
Part II Chapter 8 Art VIII Sec 8-364	Business, Permits, and Licenses	Auctioneers: Bond			\$1,000	
Part II Chapter 8 Art VIII Sec 8-542(1)	Business, Permits, and Licenses	Medical Marijuana Establishments	\$1,500 annual	\$200 per day		
Part II Chapter 8 Art IX Div 1 Sec 8-398	Business, Permits, and Licenses	Residential Sales: Violations penalty		\$500		
Part II Chapter 8 Art X Div 1 Sec 8-465	Business, Permits, and Licenses	Vehicles For Hire: Violations Penalty		\$500		
		Vehicles For Hire:				
		Initial License Fee;	\$25;			
Part II Chapter 8 Art X Div 2 Sec 8-505	Business, Permits, and Licenses	License fee for each additional vehicle	\$10			

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CHAPTER 9: CABLE COMMUNICATIONS						
						General liability Insurance: Bodily injury per person-\$500,000. Bodily injury per occurrence - \$1,000,000. Property damage per occurrence - \$1,000,000. Property damage, aggregate - \$1,000,000. Automobile insurance: Bodily injury per person - \$500,000 Bodily injury per occurrence \$1,000,000. Property damage per occurrence - \$1,000,000.
Part II Chapter 9 Art II Div 1 Sec 9-38 (c)(1) (2)	Cable Communications	Liability and indemnification: insurance				
Part II Chapter 9 Art II Div 2 Sec 9-66 (b)	Cable Communications	System Requirements: Bond			\$125,000	

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CHAPTER 10: CEMETERIES						
Part II Chapter 10 Sec 10-1	Cemeteries	Violations Penalty		\$500		
		Sale of Lots:				
		Adult Lot;	\$500;			
Part II Chapter 10 Sec 10-9	Cemeteries	Infant Lot	\$200			
		Preparation and closing of graves; fees.				
		If the City provides such services;	\$400			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees.				
		Additional Tent Fee	\$100			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees.				
		Opening and Closing Infant Graves	\$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees.				
		Cremation burials	\$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees.				
		After 4:00PM Monday thru Friday an Overtime charge	\$250			

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Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge Saturday prior to 12:00 Noon	\$500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charges after 12:00 Noon on Saturday	\$500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge for services on a nonfederal municipal holiday	\$600			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Disinterment Fee	\$800			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Reinternment Fee	\$400			
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two Lower Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows C&D)	\$800 per niche			

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Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two Upper Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows A&B)	\$1000 per niche			
CHAPTER 11: CIVIL EMERGENCIES						
Part II Chapter 11 Art III Sec 11-133	Civil Emergencies	911 Emergency Number: False alarm, complaint, or information: Conviction maximum fine		\$500		
CHAPTER 12: COURT						
Part II Chapter 12 Art 1 Sec 12-26	Court			\$35		
Part II Chapter 12 Art III Sec 12-55	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Service of arrest warrant sheriffs' fee	\$20			
Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Bail		\$1,000		

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Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Cash Bond		\$1,000		
Part II Chapter 12 Art III Sec 12-67	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Release on personal recognizance Maximum Bail		\$1,000		
Part II Chapter 12 Art V Sec 12-118 (a)	Court	Imprisonment; Judgments and Sentences. Enforcement of payments of fines or costs by imprisonment--Persons unable to pay: Imprisonment Rate per day for financially able defendant	\$25			
Part II Chapter 12 Art V Sec 12-119	Court	Imprisonment; Judgments and Sentences. Municipal Court judgments and sentences Maximum Fine for deferred sentence administrative fee		\$500		

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Part II Chapter 12 Art VI Sec 12-145	Court	Court costs and fees. Maximum Court Costs		\$30		
Part II Chapter 12 Art VI Sec 12-149 (b)	Court	Appeals. Upon conviction, the judge of the municipal court will enter an order on the docket fixing an amount in which bond may be given by the defendant, in cash or sureties for cash in an amount of not less than \$100.00 nor more than twice the amount of such fine.			\$100 or more	
Part II Chapter 12 Art VI Sec 12-152	Court	Penalty for exceeding the posted speed limit. Maximum Fine, Maximum Court Costs		\$10; and \$15		
CHAPTER 13: FIRE PREVENTION AND PROTECTION						
Part II Chapter 13 Art I Sec 13-4 (d) 1	Fire Prevention and Protection	Operating a special amusement building fee	\$50			
Part II Chapter 13 Art I Sec 13-4 (d) 2	Fire Prevention and Protection	Conducting a carnival or fair fee	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 13 Art I Sec 13-4 (d) 3	Fire Prevention and Protection	Displays in covered malls of liquid- or gas-fired equipment, open-flame or flame-producing equipment, highly combustible goods and similar items fee	\$50			
Part II Chapter 13 Art I Sec 13-4 (d) 4	Fire Prevention and Protection	Operating exhibits and trade shows fee	\$50			
Part II Chapter 13 Art I Sec 13-4 (d) 5	Fire Prevention and Protection	Manufacture, storage, handling, sale or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects fee	\$50			
Part II Chapter 13 Art I Sec 13-4 (d) 6	Fire Prevention and Protection	Open burning for any purpose other than recreational fires fee	\$25			
Part II Chapter 13 Art I Sec 13-4 (d) 7	Fire Prevention and Protection	Operating an air-supported temporary membrane structure or a tent having an area in excess of 200 square feet, or a canopy in excess of 400 square feet fee	\$25			
Part II Chapter 13 Art I Sec 13-4 (d) 8	Fire Prevention and Protection	Installation of or modification to an automatic fire-extinguishing system fee	\$100			

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Part II Chapter 13 Art I Sec 13-4 (d) 9	Fire Prevention and Protection	Installation of or modification to fire alarm and detection systems fee	\$35			
Part II Chapter 13 Art I Sec 13-4 (d) 10	Fire Prevention and Protection	Installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators fee	\$100			
Part II Chapter 13 Art I Sec 13-4 (d) 11	Fire Prevention and Protection	Install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank fee	\$100			
Part II Chapter 13 Art I Sec 13-4 (d) 12	Fire Prevention and Protection	Installation, modification, or removal from service of a standpipe system fee	\$100			
Part II Chapter 13 Art I Sec 13-9 (b)	Fire Prevention and Protection	False Alarm maximum fine if convicted		\$750		
Part II Chapter 13 Art I Sec 13-10 (a)	Fire Prevention and Protection	Installation Fee For a Woodburning (Solid Fuel) Stove	\$15			
Part II Chapter 13 Art II Sec 13-37 Sec 109.3 & Sec 111.4	Fire Prevention and Protection	Fire Prevention Code: Amendments of Section 109.3: Violation Penalties (\$500); Amendments of Section 111.4: Failure to Comply penalty (\$100-\$500)		Amendments of Section 109.3: Violation Penalties = \$500 Amendments of Section 111.4: Failure to Comply penalty = between \$100 and \$500		

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Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit Fee	\$100			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit General Liability Insurance Policy				\$1,000,000
CHAPTER 14: FLOODS						
		Floodplain management fee schedule:				
Part II Chapter 14 Art II Div 2 Sec 14-70 (1)	Floods	Notice of Intent Fee	\$25			
		Floodplain management fee schedule:				
Part II Chapter 14 Art II Div 2 Sec 14-70 (2)	Floods	Floodplain Development Permit Application Review	\$100			
		Floodplain management fee schedule:				
Part II Chapter 14 Art II Div 2 Sec 14-70 (3)	Floods	Floodplain Development Permit Fee	\$25			
		Floodplain management fee schedule:				
Part II Chapter 14 Art II Div 2 Sec 14-70 (4)	Floods	Inspection Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-71	Floods	Maximum Penalty for each conviction of noncompliance		\$500		

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CHAPTER 15: HEALTH & SANITATION						
Part II Chapter 15 Art 1 Sec 15-2 (b)	Health & Sanitation	Food Service Sanitation: Maximum Penalty for Violation and Conviction		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-32	Health & Sanitation	Ambulances: Maximum Penalty for Violation and Conviction		\$500		

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Part II Chapter 15 Art II Div 1 Sec 15-37 (b)	Health & Sanitation	Ambulances: Minimum Insurance Per Vehicle				\$100,000 for injuries to or death of any one person arising out of any one accident; \$300,000 for injuries to or death for more than one person arising out of any one accident; \$100,000 for damages to property arising from any one accident
Part II Chapter 15 Art II Div 1 Sec 15-58 (b)	Health & Sanitation	Emergency Calls: Maximum Penalty		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-58 (c)	Health & Sanitation	Emergency Calls: Maximum Penalty		\$500		
Part II Chapter 15 Art II Div 2 Sec 15-90	Health & Sanitation	Annual License Fee to Engage in Ambulance Business	\$25			
Part II Chapter 15 Art III Sec 15-122 (a)	Health & Sanitation	Sprayers and Exterminators: Annual License Fee	\$25			

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CHAPTER 16: LAKES						
Part II Chapter 16 Art II Div 1 Sec 16-27	Lakes	Combination Fishing and Boating Annual Permit	\$45			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Annual License Fee	\$20			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Daily License Fee	\$3			
Part II Chapter 16 Art II Div 4 Sec 16-117 (g)	Lakes	Fishing: Portion of License Fee May Be Kept By Retail Outfits Other Than The City	\$1			
Part II Chapter 16 Art II Div 4 Sec 16-118 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Kind Of Fish Taken Section		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (a)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Fishing In Connecting Channel Subsection;		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Number of Fish Taken Subsection		\$500		

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Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-151 (c)	Lakes	Hunting: Penalty for Use of Motor-Driven Vehicle in Game Refuge		\$100		
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Seasonal License Fee Dove, Quail, Squirrel, or Rabbit Hunting	\$30			
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Daily License Fee Per Dove, Quail, Squirrel, or Rabbit Hunting Season	\$5			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Annual Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$30			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Daily Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$5			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Annual License to Operate Watercraft	\$30			

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Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Daily License to Operate Watercraft	\$7			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (b)	Lakes	Dealers' Annual License to Operate Watercraft	\$25			
Part II Chapter 16 Art II Div 7 Sec 16-288 (a)	Lakes	Camping: Daily Fee	\$8			
Part II Chapter 16 Art II Div 8 Sec 16-321	Lakes	Lot Rentals: Annual Rental/Lease Fee Per Lake Lot	\$600			
Part II Chapter 16 Art II Div 8 Sec 16-322 (b)	Lakes	Lot Rentals: Transfer Fee	\$1,000			
Part II Chapter 16 Art II Div 8 Sec 16-326	Lakes	Lot Rentals: Early Cancellation of Lease Fee	\$1,000			
Part II Chapter 16 Art II Div 8 Sec 16-327	Lakes	Lot Rentals: Renewal of Lease After Cancellation Fee	\$75			
Part II Chapter 16 Art II Div 8 Sec 16-328	Lakes	Inspection Fee of Lake Lot Septic System	\$75			

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CHAPTER 18: MANUFACTURED HOMES						
Part II Chapter 18 Art 1 Sec 18-2	Manufactured Homes	Maximum Penalty For Each Offense of This Chapter		\$500		
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Mobile/Manufactured Home or Travel Trailer/RV Park. Maximum Initial License Fee for up to 30 Spaces	\$30			
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Mobile/Manufactured Home or Travel Trailer/RV Park. Maximum Initial License Fee for each space over 30 spaces	\$3			
CHAPTER 19: MOTOR VEHICLES AND TRAFFIC						
Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine		\$100		
Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - First Offense		\$100		

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Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - Subsequent Offense		\$500		
Part II Chapter 19 Art II Div 1 Sec 19-42 (a)	Motor Vehicles and Traffic	Administration and Enforcement. Maximum Fine		\$100		
Part II Chapter 19 Art II Div 1 Sec 19-51 (a)	Motor Vehicles and Traffic	Motor Vehicle Impoundment Fee	\$100			
Part II Chapter 19 Art IV Sec 19-178 (c)	Motor Vehicles and Traffic	Driving under the influence of intoxicating liquor or drugs Maximum Fine		\$500		
Part II Chapter 19 Art IV Sec 19-178.5	Motor Vehicles and Traffic	Driving while impaired Maximum Fine		\$200		
Part II Chapter 19 Art IV Sec 19-182 (e)	Motor Vehicles and Traffic	Use of safety belts: Fine and court cost		\$10, \$15		
Part II Chapter 19 Art IV Sec 19-183 (f)	Motor Vehicles and Traffic	Child passenger restraint system: Fine and court cost		\$10, \$15		
Part II Chapter 19 Art VI Sec 19-251	Motor Vehicles and Traffic	Accidents. Maximum Fine		\$200		

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Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-451 (b)	Motor Vehicles and Traffic	Parking on posted private property: Maximum Fine		\$20 plus removal charges incurred		
Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-453 (c) (d)	Motor Vehicles and Traffic	Central business district. Illegal parking fine		\$5		
Part II Chapter 19 Art XI Div 4 Sec 19-696 (d)	Motor Vehicles and Traffic	Heavy Vehicles. Load limits on bridges: Maximum Fine		\$200		
CHAPTER 20: OFFENSES AND MISC. PROVISIONS						
Part II Chapter 20 Art I Sec 20-7 (b)	Offenses and Miscellaneous Provisions	Maximum Penalty For Removing, Destroying, or Defacing Decorations		\$500		
Part II Chapter 20 Art I Sec 20-8 (c)	Offenses and Miscellaneous Provisions	Assault, Battery: Use of Taser Fee	\$30			
Part II Chapter 20 Art I Sec 20-9	Offenses and Miscellaneous Provisions	Blasphemy: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-10 (c)	Offenses and Miscellaneous Provisions	Fortunetelling: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-11 (b)	Offenses and Miscellaneous Provisions	Disorderly House: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-12 (b)	Offenses and Miscellaneous Provisions	Consuming or Inhaling Intoxicants in Public Places: Maximum Penalty		\$500		

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Part II Chapter 20 Art I Sec 20-13 (b)	Offenses and Miscellaneous Provisions	Abandoned Refrigerators, Iceboxes, or Airtight Containers: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-14 (d)	Offenses and Miscellaneous Provisions	Disturbing Assemblies: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-15	Offenses and Miscellaneous Provisions	Disturbance by loud or unusual noise or abusive, violent, profane, or threatening language: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-16 (b)	Offenses and Miscellaneous Provisions	Insulting Displays: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-17 (a)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-17 (b)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-18 (d)	Offenses and Miscellaneous Provisions	Petit Larceny: Maximum Penalty upon Conviction		\$500		
Part II Chapter 20 Art I Sec 20-21 (e)	Offenses and Miscellaneous Provisions	Shoplifting: Range of fines		\$50 to \$200		

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Part II Chapter 20 Art I Sec 20-22 (b)	Offenses and Miscellaneous Provisions	Malicious Mischief: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-24 (b)	Offenses and Miscellaneous Provisions	Taking or Withholding Possession of City Property: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-26 (b)	Offenses and Miscellaneous Provisions	Radio and Television Interference: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-27 (c)	Offenses and Miscellaneous Provisions	Trespassing: Maximum Penalty		\$500		
Part II Chapter 20 Art 1 Sec 20-30 (b)	Offenses and Miscellaneous Provisions	Barbed Wire Fence: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-31 (b)	Offenses and Miscellaneous Provisions	Electrical Fences: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-32 (d) (1)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for First Violation		\$100		
Part II Chapter 20 Art I Sec 20-32 (d) (2)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for Second and Subsequent Violation		\$500		
Part II Chapter 20 Art I Sec 20-33 (b)	Offenses and Miscellaneous Provisions	Indecent Exposure: Maximum Penalty		\$500		

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Part II Chapter 20 Art I Sec 20-34 (b)	Offenses and Miscellaneous Provisions	Abuse of City Tennis Courts: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-35 (c)	Offenses and Miscellaneous Provisions	Uses of Airport Trail: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-36 (c)	Offenses and Miscellaneous Provisions	Possession of Laser Pointing Devices: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-39 (e)	Offenses and Miscellaneous Provisions	Resisting a Police Officer: Use of Taser Fee	\$30			
Part II Chapter 20 Art II Sec 20-68 (b)	Offenses and Miscellaneous Provisions	Discharging Firearms in Public Place: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-98 (e)	Offenses and Miscellaneous Provisions	Unlawful Curfew: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-99 (b)	Offenses and Miscellaneous Provisions	Leaving Child in Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-100 (b)	Offenses and Miscellaneous Provisions	Allowing or Encouraging Minor to Commit Offenses: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-101 (b)	Offenses and Miscellaneous Provisions	Parental Responsibility; Failure to Control: Maximum Fine		\$500		

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Part II Chapter 20 Art III Div 1 Sec 20-102 (b)	Offenses and Miscellaneous Provisions	Commission of Crime in Presence of Minor: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-103 (b)	Offenses and Miscellaneous Provisions	Permitting Crimes or Disorderliness on Premises: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (c)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine For Parent		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (d)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine First Offense; Second Offense; and Subsequent Offense		\$50; \$100; \$500		
Part II Chapter 20 Art III Div 2 Sec 20-133 (e)	Offenses and Miscellaneous Provisions	Tobacco Products. Furnishing Prohibited: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-134 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Falsifying Proof of Age: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		

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Part II Chapter 20 Art III Div 2 Sec 20-135 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Distribution of Samples: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-136 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Sale of Cigarettes in Non-original, Sealed, Packaging: Maximum Fine		\$200		
Part II Chapter 20 Art III Div 2 Sec 20-137 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Vending Machines: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-138 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Display of Tobacco Age Restriction Signage: Fine For Each Day of Violation		\$100		
Part II Chapter 20 Art III Div 2 Sec 20-139 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Public Access to Tobacco Products: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		

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Part II Chapter 20 Art III Div 2 Sec 20-140	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Paraphernalia: Fine		\$100		
Part II Chapter 20 Art III Div 3 Sec 20-162 (f)	Offenses and Miscellaneous Provisions	Consumption of Alcoholic Beverages By Minors. Hosting, Permitting, or Allowing a Party, Gathering or Event Where Minors are Consuming Alcohol: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-169	Offenses and Miscellaneous Provisions	Nuisances. Maintaining or Permitting Nuisances: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-172 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Motor Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-173 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Private Residences: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 2 Sec 20-202 (j)	Offenses and Miscellaneous Provisions	Accumulation of Trash and Weeds. Health Nuisances: Maximum Fine		\$200		

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Part II Chapter 20 Art V Sec 20-240 (c)	Offenses and Miscellaneous Provisions	Graffiti. Application Prohibited: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-242 (e)	Offenses and Miscellaneous Provisions	Graffiti. Sale of Spray Paint to Minors: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-243 (c)	Offenses and Miscellaneous Provisions	Prohibitions on Spray Paint Containers and Broad-tipped Indelible Markers: Maximum Fine		\$500		
CHAPTER 21: PARKS & RECREATION						
Part II Chapter 21 Art I Sec 21-1	Parks & Recreation	Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Daily Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Specific Event Fee	\$7.50			
Part II Chapter 21 Art I Sec 21-9 (e)	Parks & Recreation	Vendors in recreational areas: Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/ Senior Daily Admission Fee	\$5			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Daily Admission Fee	\$6			

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Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Admission Fee	\$2			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/Senior Twilight Admission Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Twilight Admission Fee	\$3			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Twilight Fee	\$1			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Individual Season Pass	\$50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Senior Season Pass	\$40			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Family Season Pass	\$150			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental Up to 100 people; 101 to 225 people; 226 or more people	\$220; \$250; \$275;			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental for Season Pass Holder	\$175			

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Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Party Space Rental	\$110 to \$185			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Per Hour Gym Space	\$35			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Admission Open Gym	\$3			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental after 5:00 pm	\$35			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental Monday thru Friday 8:00 am to 5:00 pm	\$25			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Daily Rate (8 hours) + Rate per each additional hour up to 9:00pm	\$200 Daily Rate; \$10 per additional hour			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Refundable Cleaning Deposit	\$25			
Part II Chapter 21 Art I Sec 21-25 (4)	Parks & Recreation	Park Pavilion Rental per 3 Hour Time Slot	\$25			

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CHAPTER 22: PLANNING AND DEVELOPMENT						
Part II Chapter 22 Art I Sec 22-2	Planning and Development	Fee-in-lieu of providing detention facilities	\$0.15 per square foot			
Part II Chapter 22 Art I Sec 22-3	Planning and Development	Land Disturbance Permit	\$50.00 permit fee; \$50.00 permit renewal fee; \$35.00 re-inspection fee			
Part II Chapter 22 Art VIII Sec 22-728 (2)(b)(3)	Planning and Development	Fee for Submission of an Application to amend the Comprehensive Plan	\$370 application fee; plus an additional \$6 per property owner to be notified			
CHAPTER 23: SOLID WASTE						
Part II Chapter 23 Art II Sec 23-38 (a)	Solid Waste	Once a week residential curbside solid waste collection				
		Type of Service	Monthly Rate			
		Small Polycart (65 gallon)	\$17.91			
		Large Polycart (95 gallon)	\$22.57			
		Additional Polycart (95 gallon)	\$11.39			
		Solid Waste Service Only	\$22.57			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	\$5			
Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	\$20.00			
Part II Chapter 23 Art II Sec 23-38 (g)	Solid Waste	Public Safety Fee	\$1.65			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 23 Art II Sec 23-40	Solid Waste	Disposal of household hazardous waste; rates	Not included in this Schedule; See Code Sec 23-40			
Part II Chapter 23 Art III Sec 23-67 (b)	Solid Waste	City Dump; Sanitary Landfill: Fee per cubic yard	\$0.75			
CHAPTER 24: STREETS AND SIDEWALKS						
Part II Chapter 24 Art I Sec 24-1	Streets and Sidewalks	Maximum Fine		\$500		
Part II Chapter 24 Art I Sec 24-2 (a)	Streets and Sidewalks	Street Paving or Improvement Work Bond			\$5,000	
Part II Chapter 24 Art I Sec 24-2 (b)	Streets and Sidewalks	Street Paving or Improvement Work Liability				\$100,000, \$300,000, \$100,000
Part II Chapter 24 Art II Sec 24-46 (a)	Streets and Sidewalks	Permit to Construct or Repair Fee				
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	Administrative Fee	\$10			
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	If a curb is cut into, a fee for cutting or removing a curbing exceeding 20 feet shall be \$1.00 per foot for each additional foot in excess of 20 feet.	\$20			
Part II Chapter 24 Art III Div 2 Sec 24-115	Streets and Sidewalks	Permit Renewal Fee	\$1			
Part II Chapter 24 Art IV Div 1 Sec 24-146	Streets and Sidewalks	Excavations: Maximum Fine	\$10			
Part II Chapter 24 Art IV Div 1 Sec 24-147	Streets and Sidewalks	Excavation: Bond		\$500	\$2,000	

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 24 Art IV Div 1 Sec 24-148 (b)	Streets and Sidewalks	Excavations: liability Insurance Coverage			\$5,000, \$10,000, \$5,000	
Part II Chapter 24 Art IV Div 2 Sec 24-177 (b)	Streets and Sidewalks	Streets: Cut Fee	\$60			
CHAPTER 25: TAXATION						
Part II Chapter 25 Art II Div 1 Sec 25-35	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		\$500		
Part II Chapter 25 Art III Div 1 Sec 25-162	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		\$500		
CHAPTER 26: UTILITIES						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 26 ARTICLE I GENERAL						
Part II Chapter 26 Art I Sec 26-1 (c) and (d)	Utilities	Investor Owned Utilities	Franchise Tax + Current Sales Tax			
CHAPTER 26 ARTICLE II WATER and SEWER						
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	Water Rates: The minimum charge for water used by consumers inside the city limits: RESIDENTIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$23.42			
		1,001—4,000	\$4.40			
		4,001—1,000,000	\$4.51			
		1,000,001—2,000,000	\$4.64			
		More than 2,000,000	\$4.74			
	Utilities	Water Rates: The minimum charge for water used by consumers inside city limits: COMMERCIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$29.28			
		1,001—4,000	\$4.40			
		4,001—1,000,000	\$4.51			
		1,000,001—2,000,000	\$4.64			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		More than 2,000,000	\$4.74			
		Water Rates: The minimum charge for water used by consumers inside city limits: INSIDE COMPOUND METER:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$29.28			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		1,001—4,000	\$4.40			
		4,001—1,000,000	\$4.51			
		1,000,001—2,000,000	\$4.64			
		More than 2,000,000	\$4.74			
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$27.22			
		1,001—4,000	\$6.61			
		4,001—1,000,000	\$6.78			
		1,000,001—2,000,000	\$6.95			
		More than 2,000,000	\$7.12			
		Water Rates: The rate to be charged for furnishing water for consumption outside the limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$34.04			
		1,001—4,000	\$6.61			
		4,001—1,000,000	\$6.78			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		1,000,001—2,000,000	\$6.95			
		More than 2,000,000	\$7.12			
Part II Chapter 26 Art II Sec 26-27 (b)	Utilities	Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$15.27			
		Over 1,000	\$3.38			
		Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$19.11			
		Over 1,000	\$3.29			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for consumption outside the city limits: RESIDENTIAL				

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$22.92			
		Over 1,000	\$4.92			
		The rate for furnishing water for consumption outside the city limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$28.64			
		Over 1,000	\$4.92			
No Ordinance	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Fees	RESERVED			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 7	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Non-Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (c)	Utilities	Excessive Strength Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (e)	Utilities	Toxic Pollutant Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (g)	Utilities	Charges for Extraneous Flows	Refer to Code			
CHAPTER 26 ARTICLE III WATER						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 1 Sec 26-59	Utilities	Furnishing to other premises: Resetting the Meter Fee	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (1)	Utilities	Water--Drought Management Plans: Fines: 1st Violation;		Warning		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (2)	Utilities	Water--Drought Management Plans: Fines: 2nd Violation;		\$150 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (3)	Utilities	Water--Drought Management Plans: Fines: 3rd Violation;		\$250 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (4)	Utilities	Water--Drought Management Plans: Fines: 4th and Subsequent Violations		\$500 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Failure to Repair Water Leak: Maximum Fine		\$150		
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Failure to Repair Water Leak: Subsequent Fine for each day		\$25		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 1 Sec 26-71 (a) (2)	Utilities	Individual Water Well: Permit Fee	\$100			
Part II Chapter 26 Art III Div 1 Sec 26-72	Utilities	Fire hydrant meter for bulk water purchase: Refundable Deposit	\$1,100			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 5/8" or 3/4"	\$300			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1/2" or 3/4"	\$350			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1.0" and over	\$450			
Part II Chapter 26 Art III Div 1 Sec 26-104	Utilities	Filling Swimming Pools	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-132 (a)	Utilities	Water Service Cash Deposit Residential	\$75			
Part II Chapter 26 Art III Div 1 Sec 26-133 (a)	Utilities	Water Service Cash Deposit Commercial	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-134	Utilities	Water Meter Deposit	\$200			
Part II Chapter 26 Art III Div 1 Sec 26-135 (b)	Utilities	Temporary Service Charge	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-137	Utilities	Utility Deposit Amount Increase	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-171	Utilities	Water Meter Testing	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-202	Utilities	Late Payment Penalty	10 % of bill, minimum \$1.25			
Part II Chapter 26 Art III Div 2 Sec 26-101(c)	Utilities	Transfer of Service Fee	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 2 Sec 26-132(a)	Utilities	Water Service Cash Deposit - Residential	\$75			
Part II Chapter 26 Art III Div 2 Sec 26-132(c)	Utilities	Processing Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-173	Utilities	Meter Maintenance Fees				
		Residential	\$6 per month			
		Commercial				
		Meter Size	Rate Per Month			
		3/4" Meter	\$6			
		5/8" Meter	\$6			
		1" Meter	\$6			
		1-1/2" Meter	\$7			
		2" Meter	\$9			
		3" Meter	\$13			
		4" Meter	\$17			
		5" Meter	\$21			
		6" Meter	\$25			
		8" Meter	\$34			
Part II Chapter 26 Art III Div 2 Sec 26-174	Utilities	Public Safety Fee	\$1.65			
		Removal, Plugging, Locking, and Resetting of City Water Meters:				
Part II Chapter 26 Art III Div 4 Sec 26-231 (c)	Utilities	Fee	\$75			
Part II Chapter 26 Art III Div 4 Sec 26-231 (d)	Utilities	Administration Fee for Process of Disconnecting	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-231(e)	Utilities	Rescheduling Fee	\$25			
Part II Chapter 26 Art III Div 4 Sec 26-231(f)	Utilities	Cutoff Notice Fee	\$5			
Part II Chapter 26 Art III Div 4 Sec 26-231(g)	Utilities	After-Hours Connection Serv	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-233	Utilities	Dishonored Check Fee	\$35			
		Sewers:				
Part II Chapter 26 Art IV Div 1 Sec 26-264	Utilities	Maximum Fine		\$1,000		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art IV Div 1 Sec 26-265	Utilities	Falsifying Information: Maximum Fine		\$500		
Part II Chapter 26 Art IV Div 1 Sec 26-266 (h)	Utilities	Sewers: Citation: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-271 (c)	Utilities	Fees for dumping Septage (section 26-28)	RESERVED			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 4 inch pipe	\$375			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 6 inch pipe	\$500			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 8 inch pipe	\$1,000			
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	\$20			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: First Occurrence	\$25			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: Subsequent Occurrences	\$50			
Ordinance Pending	Utilities	Fee: Field Charge to turn on Domestic Water and No Adult Present	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Ordinance Pending	Utilities	Fee: Field Charge For Seconds Trip to turn on Domestic Water and No Adult Present	\$25			
CHAPTER 27: VEGETATION						
Part II Chapter 27 Art II Div 2 Sec 27-56	Vegetation	License to Trim, Prune, or Remove: License Fee	\$25			
Part II Chapter 27 Art II Div 2 Sec 27-57	Vegetation	License to Trim, Prune, or Remove: Bond			\$1,000	
Part II Chapter 27 Art II Div 2 Sec 27-58	Vegetation	License to Trim, Prune, or Remove: Liability Insurance			\$5,000, \$10,000, \$5,000	
Part II Chapter 27 Art II Div 3 Sec 27-92	Vegetation	Arborists License Fee; Bond; and Liability Insurance			\$1,000	\$50,000, \$100,000
Part II Chapter 27 Art II Div 3 Sec 27-94	Vegetation	Maximum Fine.		\$100		
CHAPTER 28: WELLS, OIL AND GAS						
Part II Chapter 28 Art II Div 1 Sec 28-33 (b)	Wells, Oil and Gas	Maximum Fine		\$500		
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of bonds and insurance on sale of well: Flat Fee per well under 10 wells	\$50			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of bonds and insurance on sale of well: Release of 10 or more wells	\$500			
Part II Chapter 28 Art II Div 2 Sec 28-67 (b)	Wells, Oil and Gas	Application and Permit Fee and first year of operation fee	\$3,500			
Part II Chapter 28 Art II Div 2 Sec 28-69 (a)	Wells, Oil and Gas	Surety Bond			\$50,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (c)	Wells, Oil and Gas	Blanket Corporate Surety Bond			\$500,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (d)	Wells, Oil and Gas	Continuing Irrevocable Letter of Credit in lieu of Corporate Surety Bond			\$50,000.00	
Part II Chapter 28 Art II Div 2 Sec 28-70 (b)	Wells, Oil and Gas	Liability Insurance Minimum				\$500,000
Part II Chapter 28 Art II Div 2 Sec 28-72	Wells, Oil and Gas	Denial; cancellation of application processing fee	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-73 (a)	Wells, Oil and Gas	Annual Permit Fee	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: If the price per barrel of Oklahoma Sweet has averaged less than \$15 per barrel for the 12 months preceding the anniversary date	\$150			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: <u>If the price per barrel of Oklahoma Sweet has averaged more than \$15 per barrel for the 12 months preceding the anniversary date</u>	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-74	Wells, Oil and Gas	Prior nonpermitted wells	\$250			
Part II Chapter 28 Art III Sec 28-131 (c)	Wells, Oil and Gas	Abandonment and Plugging Permit Fee	\$350			
Part II Chapter 28 Art V Sec 28-194 (a)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced recovery project or disposal well application fee	\$5,000			
Part II Chapter 28 Art V Sec 28-194 (b)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced Recovery project: Annual inspection fee	\$250			
Part II Chapter 28 Art V Sec 28-194 (c)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Disposal Well: Annual inspection fee	\$1,000			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 28 Art V Sec 28-196 (2) (d)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Additional Bond and Insurance Coverage: Minimum Insurance Coverage				\$1,000,000

Regular Board of Commissioners

20.

Meeting Date: 06/20/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution declaring certain real property located at 419 North Kickapoo Avenue as surplus and no longer needed for City purposes; describing said property; and authorizing staff to advertise for sealed bids for the sale of said property.

Attachments

Memo

Resolution



Office of Engineering

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Seth Barkhimer, Director of Engineering
Subject: Property Surplus – 419 N Kickapoo, Shawnee, OK 74801

Background: The city acquired this parcel of property through the Kickapoo Street widening right-of-way acquisition process. The property is located at 419 N Kickapoo (Lots 7 and 8, Block 5, of the Amended Plat to the City of Shawnee)

Staff doesn't foresee a reasonable utilization of the property and respectfully seeks a declaration of surplus. At which point, staff will begin the process to sell the land through a competitive process.

Financial Impact: Proceeds from the sale will be directed back to the Kickapoo Street project fund within 302.

Attachment: Resolution

Staff Recommendation: Approval of the item.

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS 7 AND 8 OF THE AMENDED PLAT OF BLOCK 5 OF THE AMENDED PLAT TO THE CITY OF SHAWNEE, ALSO KNOWN AS 419 NORTH KICKAPOO, SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID PROPERTY; AND AUTHORIZING STAFF TO ADVERTISE FOR SEALED BIDS FOR THE SALE OF SAID PROPERTY.

WHEREAS, the City of Shawnee owns the following property:

Lots 7 and 8 of the Amended Plat of Block 5 of the Amended Plat, also known as 419 North Kickapoo, subject to existing zoning ordinances, rights-of-ways, encroachments that a survey may reveal and easements of record and less and except all oil, gas and minerals and oil, gas and mineral rights therein and thereunder;

WHEREAS, this property is no longer needed and surplus to the City of Shawnee; and

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

That the above-described property is hereby declared to be surplus and no longer needed for city purposes.

That city staff is hereby authorized to proceed with advertising for sealed bids for the sale of said property located at Lots 7 and 8 of the Amended Plat of Block 5 of the Amended Plat, also known as 419 North Kickapoo, subject to existing zoning ordinances, rights-of-ways, encroachments that a survey may reveal and easements of record and less and except all oil, gas and minerals and oil, gas and mineral rights therein and thereunder. The City of Shawnee reserves the right to reject any and all bids.

PASSED AND APPROVED this ____ day of ____, ____.

ED BOLT, MAYOR

(SEAL)

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

21.

Meeting Date: 06/20/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution declaring certain real property located at 412 South Kickapoo Avenue as surplus and no longer needed for City purposes; describing said property; and authorizing staff to advertise for sealed bids for the sale of said property.

Attachments

Memo

Resolution



Office of Engineering

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Seth Barkhimer, Director of Engineering
Subject: Property Surplus – 412 S Kickapoo, Shawnee, OK 74801

Background: The city acquired this parcel of property through the Kickapoo Street widening right-of-way acquisition process. The property is located at 412 S Kickapoo (Lots 5 and 6, Block 2, of the Inglewood Addition)

Staff doesn't foresee a reasonable utilization of the property and respectfully seeks a declaration of surplus. At which point, staff will begin the process to sell the land through a competitive process.

Financial Impact: Proceeds from the sale will be directed back to the Kickapoo Street project fund within 302.

Attachment: Resolution

Staff Recommendation: Approval of the item.

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS 5 AND 6, BLOCK 2, INGLEWOOD ADDITION TO THE CITY OF SHAWNEE, ALSO KNOWN AS 412 SOUTH KICKAPOO, SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID PROPERTY; AND AUTHORIZING STAFF TO ADVERTISE FOR SEALED BIDS FOR THE SALE OF SAID PROPERTY.

WHEREAS, the City of Shawnee owns the following property:

Lots 5 and 6, Block 2, Inglewood Addition, also known as 412 South Kickapoo, subject to existing zoning ordinances, rights-of-ways, encroachments that a survey may reveal and easements of record and less and except all oil, gas and minerals and oil, gas and mineral rights therein and thereunder;

WHEREAS, this property is no longer needed and surplus to the City of Shawnee; and

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

That the above-described property is hereby declared to be surplus and no longer needed for city purposes.

That city staff is hereby authorized to proceed with advertising for sealed bids for the sale of said property located at Lots 5 and 6, Block 2, Inglewood Addition, also known as 412 South Kickapoo, subject to existing zoning ordinances, rights-of-ways, encroachments that a survey may reveal and easements of record and less and except all oil, gas and minerals and oil, gas and mineral rights therein and thereunder. The City of Shawnee reserves the right to reject any and all bids.

PASSED AND APPROVED this ____ day of _____, _____.

ED BOLT, MAYOR

(SEAL)

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

22.

Meeting Date: 06/20/2022

Sales Tax & Budget Rrport

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge monthly Sales Tax and Budget Reports.

Attachments

Sales Tax

Budget Report



Finance Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: June Sales and Use Tax Deposit

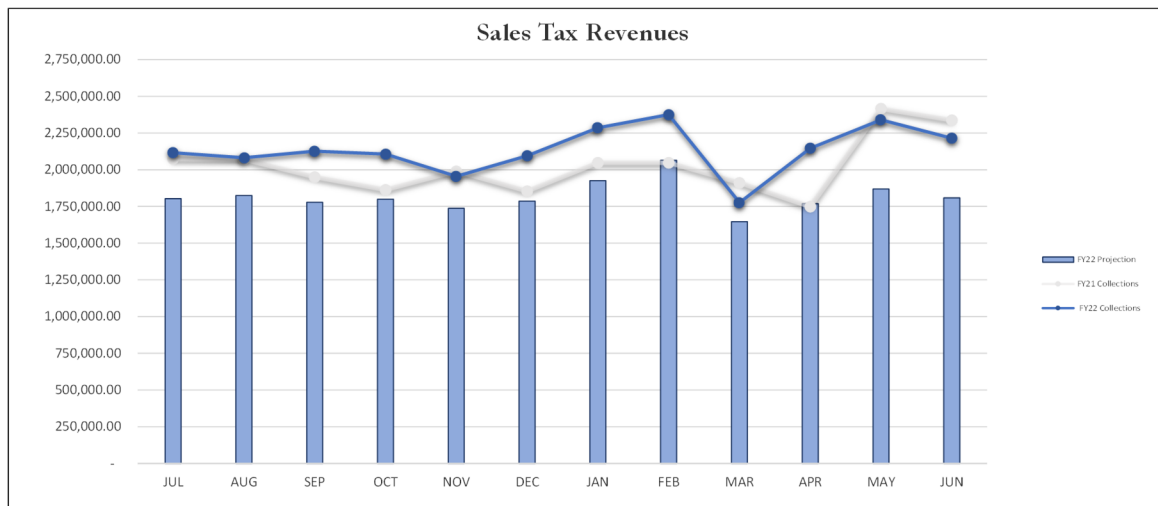
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in June consists of May estimates and April final reported collections. Any taxes collected for months prior to April will include accrued late penalties and interest.

- Sales Tax Collection Allocated by Fund - The June sales tax deposit was \$2,214,723.13, including interest of \$1,057.09, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,265,556.08
2018 Capital Improvements Fund	316,389.02
Capital Improvements Fund	245,201.49
Street Improvements Fund	276,840.39
Economic Development Fund	31,638.91
Police Sales Tax Fund	39,548.62
Fire Sales Tax Fund	<u>39,548.62</u>
Total Sales Taxes Collected	<u><u>\$ 2,214,723.13</u></u>

- Finance Department Report - Sales and use tax collections totaled \$2,553,538.04 for June 2022. It should be noted the current sales tax estimate for FY 21-22 is based on a 2% increase compared to the prior year budget. For the year, sales tax collections are up \$3,807,595 or 17.46%, over the projected budget year-to-date. Use tax collections are up approximately \$736,353, or 29.35%, over the projected budget year-to-date.

○ Fiscal Year 2022 Sales Tax Collections and Performance:

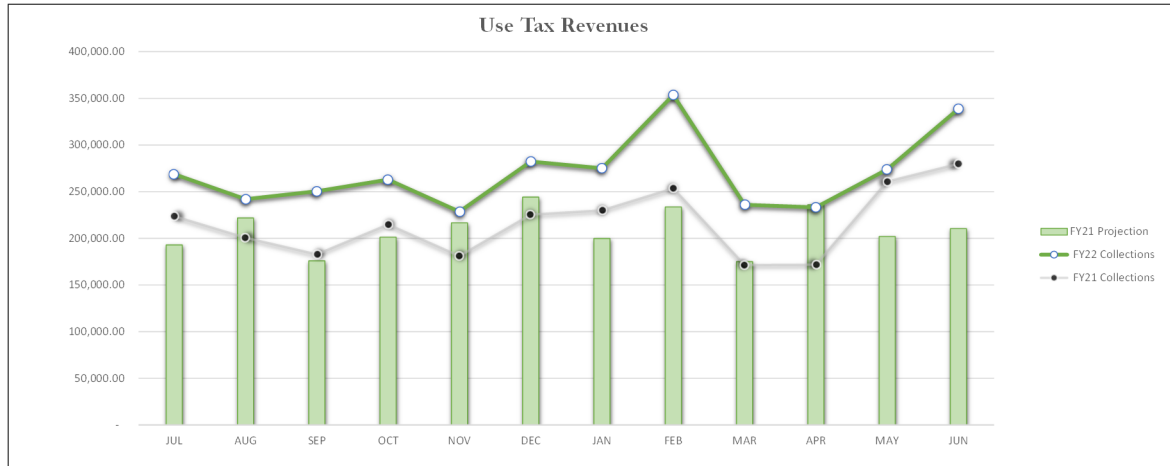


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts (June 2022):	\$ 1,809,005	\$ 2,214,723	\$ 405,718	22.43%
Sales Tax Receipts (year-to-date):	\$ 21,810,795	\$ 25,618,390	\$ 3,807,595	17.46%

	June 2021	June 2022	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,336,943	\$ 2,214,723	\$ (122,219)	-5.23%

	Year To Date FY 2021	Year To Date FY 2022	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 24,301,673	\$ 25,618,390	\$ 1,316,717	5.42%

○ Fiscal Year 2022 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (June 2022):	\$ 210,339	\$ 338,815	\$ 128,476	61.08%
Use Tax Receipts (year-to-date):	\$ 2,508,835	\$ 3,245,188	\$ 736,353	29.35%

	June 2021	June 2022	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 279,789	\$ 338,815	\$ 59,026	21.10%

	Year To Date FY 2021	Year To Date FY 2022	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 2,595,768	\$ 3,245,188	\$ 649,420	25.02%

○ Fiscal Year 2022 – Sales & Use Tax – Above Projections:

Sale & Use Tax - Above Projections (year to date): \$ 2,912,122

Appropriated:

- COLA - Step & Grade \$ (243,525)
 - Police & Fire Contracts, Com. Dev. Dept. Adj. \$ (674,212)
 - Interim CM, Legislative Consulting, & FD Vehicle Repairs \$ (123,299)

Unappropriated: \$ 1,871,086

How to Navigate the City of Shawnee's Online Budget to Actuals

This year, the City of Shawnee implemented OpenGov which allows for an interactive experience with the city's budget. The Budget to Actuals report is laid out in four sections: Revenue vs Expenditure Summary YTD, Revenue by Source, Breakdown by Account Group, and Breakdown by Department.

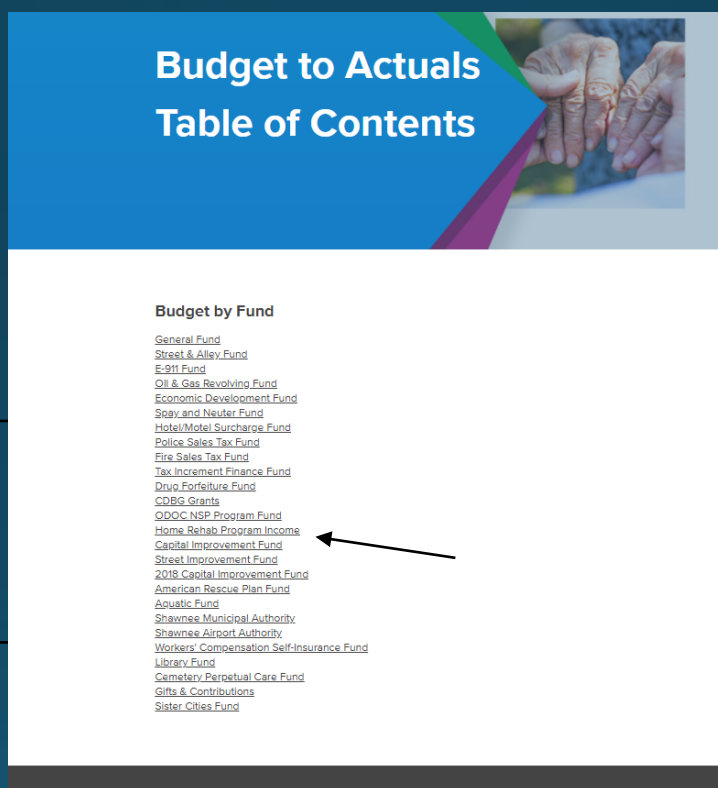
Please Note: *OpenGov works best with Google Chrome.*

Table of Contents

The link below will take you to the City of Shawnee Online Budget to Actuals.

<https://stories.opengov.com/shawneeok/published/u84NCy36R>

The first thing which appears is the Table of Contents. This page contains links to each fund. You may look at the desired budget by clicking on the hyperlink.

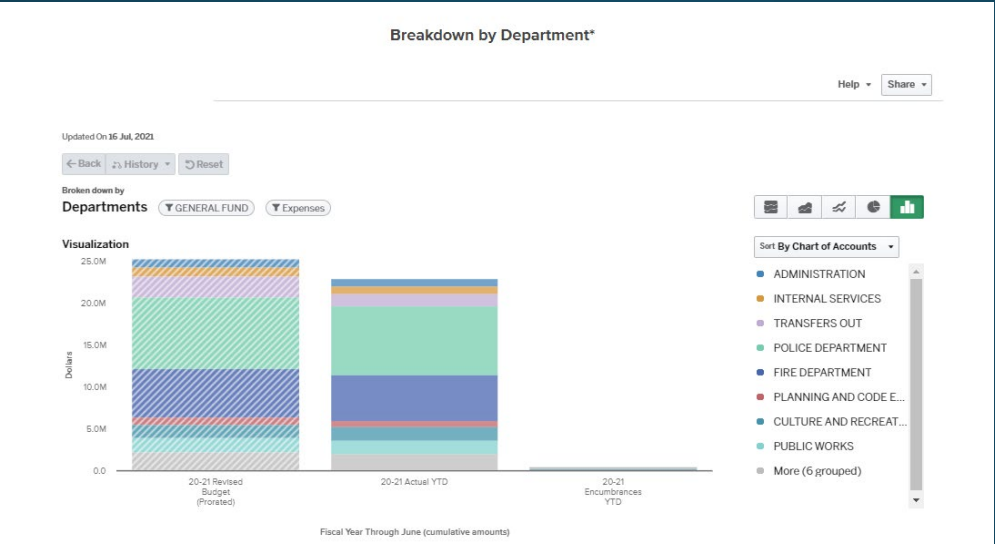


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

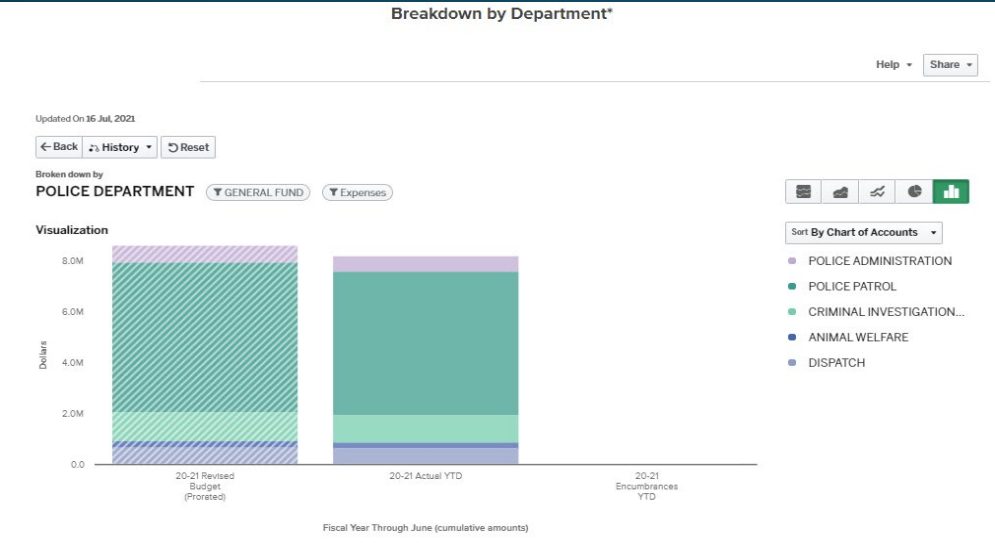
Drill-Down Capabilities

Certain graphs are dynamic and can be used to drill-down. For example, the General Fund Breakdown by Department can be limited to certain divisions. This is done by clicking on the portion of the graph which is of interest.

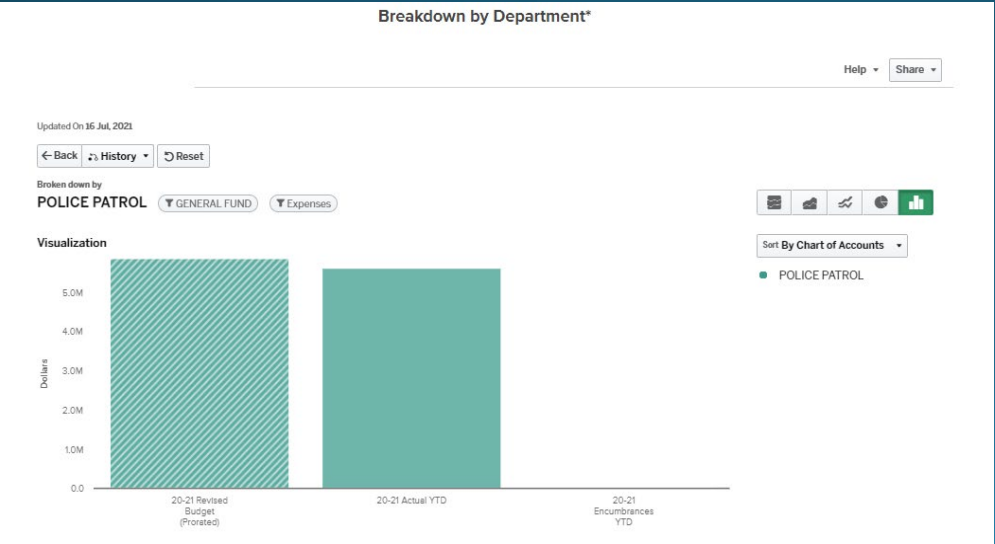
Initial View



Department Level

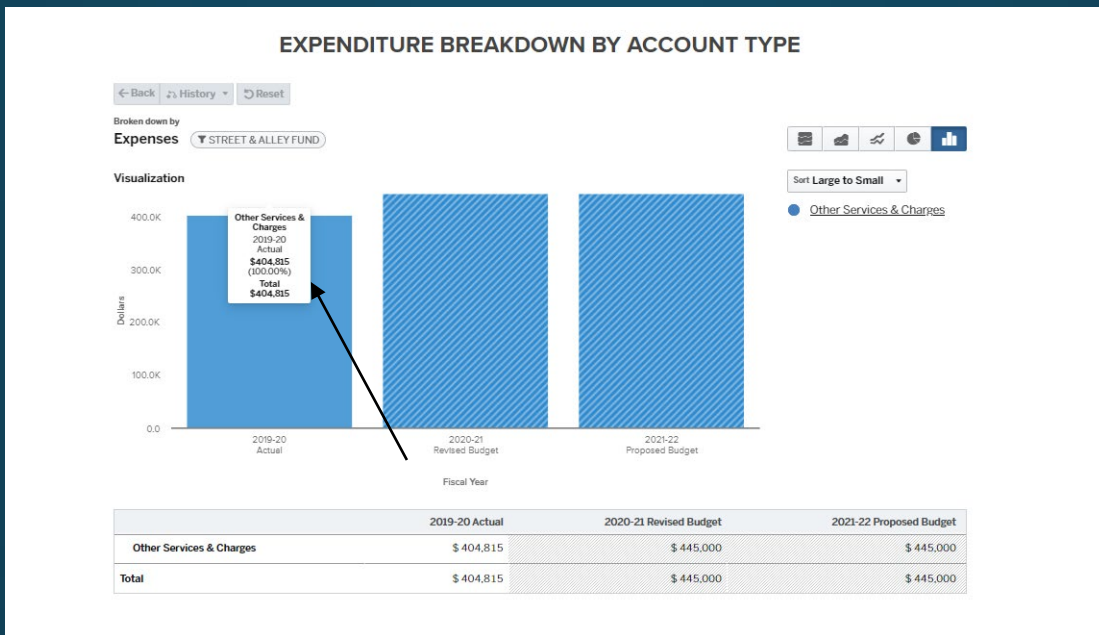


Division Level



Hovering to View Numbers

Hovering over each portion of a bar graph will show you the amount of a particular item.



Sorting

Graphs may be sorted four ways:

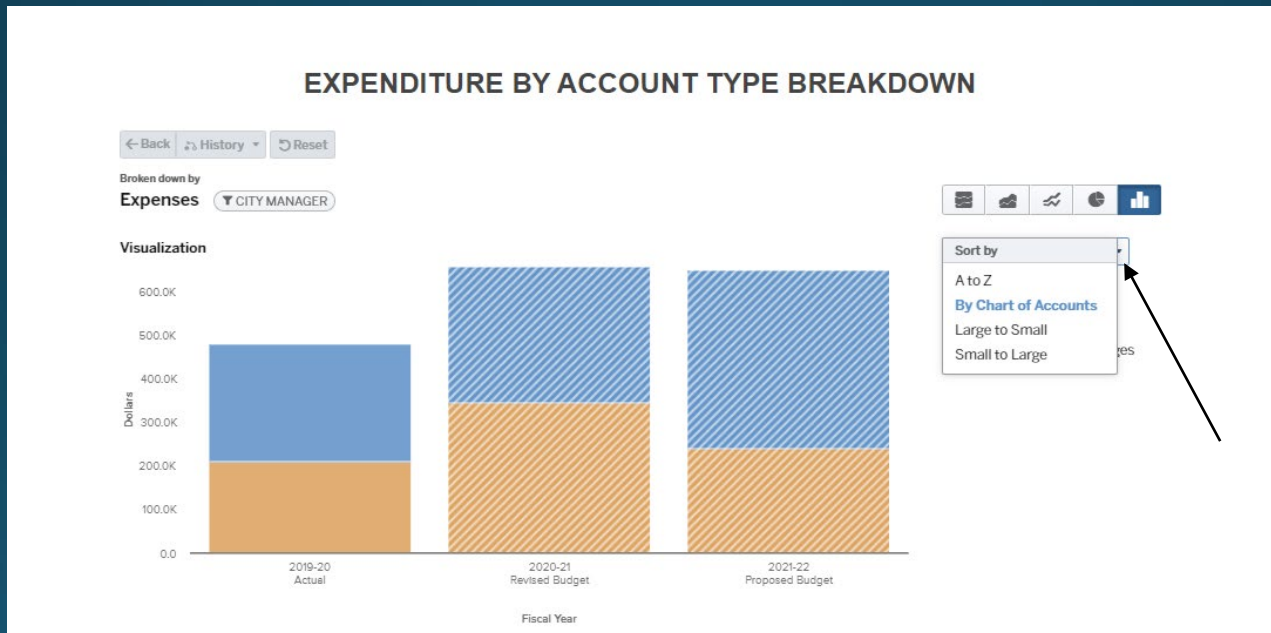
A to Z

Chart of Accounts

Smallest to Largest

Largest to Smallest

To use this feature, please use the Sort By dropdown on the top right-hand corner of the graph.



Please Note: OpenGov information updates daily with current accounting records, and therefore, is subject to change if viewed subsequent to the original presentation date.

Regular Board of Commissioners

23. a.

Meeting Date: 06/20/2022

Admin Report

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Santa Fe Depot – Community Visioning Results – Rian Harkins, Community Development Director

Attachments

Admin Report



Community Development

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Administrative Report – Santa Fe Depot Visioning Results

Background: The Santa Fe Depot Community Visioning process was first presented at the May 2, 2022 City Commission meeting. The Community Visioning included four town hall meetings, one listening session, an online survey, and a public information campaign through the City website and social media.

Approximately 127 people attended the town hall meetings and listening session. Attendees were given an opportunity ask questions in small groups at various stations, provide written comments, and vote on their preferences for uses of the Santa Fe Depot.

Questions and comments from those sessions can be placed into four categories:

- Comments about the construction/remodeling timeline
- Comments about the Pottawatomie County Historic Society
- Comments about the potential alternative uses
- Comments about the city, funding sources, and other comments

Those comments are organized in this arrangement and will be provided for public review along with responses from City staff as information allows.

The online survey received 638 total responses. It closed on 6/10/2022. Survey questions consisted of the following:

- Do you know where the depot is located?
- When were you last in the depot?
- Have you read the GH2 report?
- Have you watched the study session from December 2021?
- What is the most appropriate use for the depot (multiple answers allowed)
 - 528 indicated a museum was most appropriate
 - 980 indicated other functions were most appropriate
 - Visitors Center (249)
 - Event Venue (207)
 - Farmers Market (156)

- What other comments would you like to make about the depot?
 - Note: This was an open question where respondents were allowed to write whatever they desired. Responses provided do not represent the views of the City of Shawnee.

The materials utilized at the town hall meeting can be found at bit.ly/depot-vision and bit.ly/depotFAQ

Financial Impact: N/A

Attachment: None.

Staff Recommendation: Information item only.