

AGENDA
BOARD OF CITY COMMISSIONERS
June 18, 2018 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Minutes from the June 4, 2018 regular meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for May 2018
 - Project Payment Report for May 2018
 - Planning Commission Minutes from May 2, 2018 meeting
 - c. Approve renewal of the following agreements for Fiscal Year 2018-2019:
 1. Agreement with Pottawatomie County District Court to establish, develop, and implement programs for juvenile misdemeanor offenders.
 2. Agreement with Pottawatomie Independent School District No. 93 for maintenance of tennis courts.
 3. Agreement with YMCA for use of recreational facilities known as Lions Club Park, Dockery Park, Milstead Park, and Lilac Park.
 4. Agreement with YMCA for use of a mower, city property, for maintenance of Dockery Park, Lions Club Park, Milstead Park, and Lilac Park.
 5. Contract with Stuart and Clover, PLLC for City Attorney services. *(Deferred from the June 4, 2018 City Commission meeting.)*
 6. Agreement with the City of McLoud Public Works Authority for use of a mower, city property, for maintenance of Wes Watkins Reservoir.
 7. Agreement with the City of McLoud for dispatch services.

- d. Approve renewal of excess liability policy for Workers' Compensation with Safety National Casualty Corporation for July 1, 2018 through June 30, 2019.
- e. Approve Collective Bargaining Agreement with International Union of Police Associations (IUPA) Local No. 3.
- f. Authorize staff to enter into an Agreement with ADP, LLC for Payroll and other Human Resources related services.
- g. Approve a Memorandum of Understanding with the City of Oklahoma City to renew an Inter-Governmental Agreement for Regional Household Hazardous Waste Collection and Management Project regarding hazardous waste disposal.
- h. Mayor's Appointment

Shawnee Library Systems Board

Marissa Lightsey 1st Full Term Expires 06/30/2021
Replaces Bob Perry

- 2. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
- 3. Swearing in of William Chance Allison as City Treasurer.
- 4. Consideration of approval of a budget for Fiscal Year 2018-2019.
- 5. Consideration of a resolution adopting the budget for the City of Shawnee for the period of July 1, 2018 through June 30, 2019 finding all things requisite and necessary have been done in preparation and presentation of budget.
- 6. Consideration and possible action to cancel the July 2, 2018 City Commission meeting.
- 7. Public hearing and consideration of an ordinance to rezone property located at 4900 North Harrison Avenue from C-3; Highway Commercial District to PUD; Planned Unit Development. Case No. P05-18, Applicant: TLP Associates, Inc. *(Deferred by the Planning Commission to the June 6, 2018 meeting. Deferred from the May 7, 2018 City Commission meeting. – Applicant withdrew application.)*
- 8. Public hearing and consideration of an ordinance to rezone property located at 3954 North Kickapoo Avenue from C-2; Suburban Office Commercial District to PUD; Planned Unit Development. Case No. P08-18, Applicant: Kurt Kalies. *(Deferred by the Planning Commission to the June 6, 2018 meeting. Deferred from the May 7, 2018 City Commission meeting.)*
- 9. City Manager Report

10. New Business

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

11. Commissioners Comments

12. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners**1.a.**

Meeting Date: 06/18/2018

CC Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the June 4, 2018 regular meeting.

AttachmentsCC Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

JUNE 4, 2018 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, 9th and Broadway, Shawnee, Oklahoma, Monday, June 4, 2018 at 6:00 p.m., pursuant to notice duly posted as prescribed by law. Vice Mayor Harrod presided and called the meeting to order. Upon roll call, the following members were in attendance.

Absent
Mayor

Dub Bushong
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Lesa Shaw
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: Richard Finley

INVOCATION
FLAG SALUTE

The Lord's Prayer

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the May 21, 2018 regular meeting.
- b. Lake Lease Transfers:

TRANSFERS:

Lot 6 Hart Tract, 16209 Hart Road
From: Alvin & Lynne Woodrell
To: Benjamin & Jerilyn Williams

Lot 7 Hart Tract, 16211 Hart Road
From: Alvin & Lynne Woodrell
To: Benjamin & Jerilyn Williams

- c. Approve renewal of the following agreements for Fiscal Year 2018-2019:
 - 1. Contract with Stuart and Clover, PLLC for City Attorney services.
 - 2. Governmental Services contract with the Shawnee Civic and Cultural Development Authority.
 - 3. Agreement with Youth and Family Resource Center, Inc. for Juvenile Services.
- d. Approve renewal of the following Community Service Contract Review Committee contracts for Fiscal Year 2018-2019:
 - 1. Visit Shawnee, Inc.
 - 2. Senior Citizens of Shawnee, Inc.
- e. Approval of a Memorandum of Understanding with District Attorney's Office, 23rd Judicial District, for services to victims of domestic violence and sexual assault.
- f. Acknowledge receipt of Pioneer Library System Budget for July 1, 2018 through June 30, 2019.
- g. Acceptance of the Shawnee Conference Center HVAC and Lighting Upgrade Project and placing the bonds and warranties into effect.
- h. Authorize City Manager to contract with TAP Architecture for an evaluation of the building located at 912 E. Independence Street and with Terracon for related environmental services, including an asbestos survey.

Commissioner Shaw asked that Consent Agenda Item No. 1(c)(1) be pulled for separate consideration.

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

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

NAY: None

Regarding Consent Agenda Item No. 1(c)(1), Commissioner Shaw requested that the second sentence in the fourth paragraph on the first page be amended to include a provision that allows the City to terminate legal services with Stuart and Clover after a 30-day notice.

A motion was made by Commissioner Shaw, seconded by Commissioner Bushong to defer Consent Agenda Item No. 1(c)(1) to the June 18, 2018 City Commission meeting to allow the City Attorney to craft language to include a 30-day notice clause to terminate legal services. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 2:

Citizens Participation

(A three-minute limit per person)

(A twelve-minute limit per topic)

Ms. Kate Joyce thanked the Commission for renewing the Senior Citizens of Shawnee, Inc. contract. Ms. Joyce invited the Commissioners to a dance being held at the Senior Center on June 30, 2018 that is open to the public.

AGENDA ITEM NO. 3 WAS MOVED BY THE POWER OF THE CHAIR TO AFTER AGENDA ITEM NO. 7.

AGENDA ITEM NO. 4:

Consider a resolution to declare certain City of Shawnee Fire Department property surplus and authorize the donation or sale of said property.

A staff report was given by Fire Chief Dru Tischer. Chief Tischer advised that they would first attempt to donate the vehicle to a local fire department. If they were unable to donate it, they would put it on an auction website.

Resolution No. 6562 was introduced.

A RESOLUTION TO DECLARE CERTAIN CITY OF SHAWNEE FIRE DEPARTMENT PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEM; AND AUTHORIZING THE DONATION OR SALE OF SAID ITEM.

A motion was made by Commissioner Shaw, seconded by Commissioner Gillham, to approve a resolution to declare certain City of Shawnee Fire Department property surplus and authorize the donation or sale of said property. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 5:

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

There was no New Business.

AGENDA ITEM NO. 6:

Administrative Reports

a. Fire Chief Dru Tischer – Purchase of Turnout Gear Extractor

Fire Chief Dru Tischer advised that a donation of \$10,000.00 was received from a private citizen. The funds will purchase a Turnout Gear Extractor for Fire Station No. 2.

b. Community Development Director Justin DeBruin – Comprehensive Plan Update

Community Development Director Justin DeBruin provided an update on the Comprehensive Plan and explained the progress that RDG Planning and Design has made to date. Mr. DeBruin also gave a timeline of upcoming events and meetings that are open to the public for their input to help create a sound comprehensive plan.

City Manager Justin Erickson announced that the City of Shawnee will be hosting three Open House opportunities for the public to tour the City's public safety facilities. On June 6, 2018, tours will be given at Fire Station No. 3 on MacArthur. On June 7 and 8, 2018, the public can tour Fire Station No. 1 and the Police Headquarters at City Hall.

AGENDA ITEM NO. 7:

Commissioners Comments

Commissioner Shaw commented on the progress at Fire Station No. 2. and the construction at the Avedis Center. Commissioner Shaw also stated her appreciation for the Senior Center.

Commissioner Rutherford encouraged everyone to attend an Open House tours of City's Public Safety Centers.

Commissioner Gillham stated if citizens have any questions regarding the upcoming sales tax proposition, to call any Commissioner.

AGENDA ITEM NO. 3:

Public hearing for Fiscal Year 2018-2019 budget.

City Manager Justin Erickson gave a brief staff report of the Fiscal Year 2018-2019 budget. Mr. Erickson announced that the budget will be presented to the City Commission at the June 18, 2018 City Commission meeting for formal adoption.

Vice Mayor Harrod declared a public hearing in session to consider the budget for Fiscal Year 2018-2019. No one appeared in favor or against said budget. The public hearing was closed.

AGENDA ITEM NO. 8:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:33 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

LISA LASYONE, CMC, DEPUTY CITY CLERK

Regular Board of Commissioners**1.b.**

Meeting Date: 06/18/2018

Reports and Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for May 2018
 - Project Payment Report for May 2018
 - Planning Commission Minutes from May 2, 2018 meeting
-

Attachments

License Pymt Rpt

Project Pymt Rpt

PLN Minutes

6/06/2018 8:57 AM
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L I C E N S E P A Y M E N T R E P O R T
SORTED BY: CODE

PAGE:
PAYMENT DATES: 5/01/2018 TO 5/31/2018

** FEE CODE TOTALS **

		===== PAYMENT DISTRIBUTION =====				
FEE CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAI
ALARM	BURGLAR/FIRE ALARM LICENSE	5	125.00CR			125.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	20	300.00CR			300.00
BEER1	BEER CONSUMPTION ON PREMISE	1	20.00CR			20.00
DEMOL	DEMOLITION LICENSE FEE	1	75.00CR			75.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	5	500.00CR			500.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	9	700.00CR			700.00
HUNT1	DOVES/QUAIL/SQUIIREL/RABBIT	1	8.00CR			8.00
HUNT2	MIGRATORY FOWL	1	8.00CR			8.00
IMERC	ITINERANT MERCHANT FEE	2	100.00CR			100.00
LAKEINSP	LAKE LEASE INSPECTION	3	225.00CR			225.00
LAKELEASE	LAKE LEASE	15	8,607.16CR			8,607.16
LAKEXFER	LAKE LEASE TRANFER FEE	2	2,000.00CR			2,000.00
MECH1	MECHANICAL CONTRACTOR INTIAL	1	100.00CR			100.00
MECH2	MECHANICAL CONTRACTOR RENEW	5	375.00CR			375.00
MIXER	MIXED BEVERAGE RENEWAL	2	1,800.00CR			1,800.00
PLUM2	PLUMBING CONTRACTOR RENEW	11	825.00CR			825.00
REFUND	REFUND	1	531.84CR			531.84
RESAL	RESIDENTIAL SALE	142	1,420.00CR			1,420.00
SNOWC	SNOW CONE STAND LICENSE FEE	1	25.00CR			25.00
SOLID	SOLICITOR DAILY LICENSE	13	39.00CR			39.00
TOTAL			17,784.00CR			17,784.00

06/05/2018 3:10 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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PAYMENT DATES: 5/01/2018 TO 5/31/
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** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	412.00CR
001-4202	BUILDING PERMITS	6,704.28CR
001-4203	PLUMBING PERMITS	3,670.00CR
001-4204	ELECTRICAL PERMITS	875.00CR
001-4205	ZONING PERMITS & APPLICATIONS	280.00CR
001-4206	HEATING & A/C PERMITS	4,137.50CR
001-4249	OTHER PERMITS	310.00CR
001-4822	OTHER MISC. REVENUE	51.50CR
101-4249	OTHER PERMITS	260.00CR
501-4510	WATER TAPS	2,650.00CR
799-1023	BANCFIRST GENERAL	19,350.28

06/05/2018 3:10 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

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PROJECTS: THRU zzzzzzzzzzz
PAYMENT DATES: 5/01/2018 TO 5/31/
SORTED BY: PRO

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	8,509.60CR
B2-ADD	BUILDING CONSTRUCTION ADD	251.29CR
B3-REMODEL	BUILDING CONSTRUCTION REM	2,553.89CR
B4-SHELTER	BUILDING SHELTER	147.50CR
B4-STORAGE	BUILDING STORAGE SHED	54.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	956.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	4,345.00CR
P3-REMODEL	PLUMBING REMODEL	1,678.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	60.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	200.00CR
X-SIGN	SIGN PERMIT	100.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	64.50CR
Z-OCCUP	OCCUPANCY PERMIT	150.00CR
Z-REZONING	REZONING REQUEST	280.00CR
TOTAL		19,350.28CR

PLANNING COMMISSION MINUTES

DATE: MAY 2ND, 2018

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, May 2nd, 2018 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1:

Roll Call

Upon roll call the following members were present:

Present: Deem, Matthews, Walker, Bergsten, Rowell

Absent: Cowen, Kienzle

Meeting was called to Order.

AGENDA ITEM NO.2:

Consideration of approval of the minutes from the April 4th, 2018 Planning Commission Meeting

Chairman Bergsten asked if there were any questions, comments or if anyone would like to entertain a motion. Commissioner Matthews made a motion to approve, seconded by Commissioner Deem.

Motion passes:

AYE: Deem, Matthews, Walker, Bergsten, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO.3:

Citizens' Participation

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

AGENDA ITEM NO.4:

Case #P05-18 – A public hearing in consideration of approval for the Shawnee Retail Center Planned Unit Development located at the 4900 N. Harrison Avenue, Shawnee, OK (Deferred from April 4th, 2018 Planning Commission)

Applicant: TLP Associates, INC

Chairman Bergsten asked for the staff report. Brittney Burton presented staff report and asked Commissioners to combine the staff report for cases #P05-18 & #S03-18 for PUD approval and Preliminary Plat. Ms. Burton informed board that staff recommends deferral to next month as client has not submitted any new documentation. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward. Chairman Bergsten closed the public portion of the meeting and asked if there were any questions, comments or a motion. Commissioner Walker made a motion to defer, seconded by Commissioner Matthews.

Motion to defer to June 6th, 2018 Planning Commission Meeting:

AYE: Deem, Matthews, Walker, Bergsten, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO.5:

Case #S03-18 – Consideration of approval of a Preliminary Plat for Shawnee Retail Center located at 4900 N. Harrison Avenue, Shawnee, OK (Deferred from April 4th, 2018 Planning Commission)

Applicant: TLP Associates, INC

Combined staff report with Case #P05-18. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward. Chairman Bergsten closed the public portion of the meeting and asked if there were any questions, comments or a motion. Commissioner Matthews made a motion to defer, seconded by Commissioner Deem.

Motion to defer to June 6th, 2018 Planning Commission Meeting:

AYE: Deem, Matthews, Walker, Bergsten, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO.6:

Case #S04-18 – Consideration of approval of a Preliminary Plat for Maple Development, LLC located on Shawnee Mall Drive, East of the BNSF Railroad Tracks, Shawnee, OK (Deferred from April 4th, 2018 Planning Commission)

Applicant: Sid and Javal, INC

Chairman Bergsten asked for staff report. Brittney Burton presented staff report and explained the property is located to the east of the Ford Dealership and would like to defer until next month as there are still items missing. Chairman Bergsten asked if there were any questions. There were none. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward. Chairman Bergsten closed the public portion of the meeting and asked if there were any questions, comments or a motion. Commissioner Deem made a motion to defer, seconded by Commissioner Walker. Commissioner Matthews asked if it needed to be noted for item to be deferred to the June 6th date and board agreed.

Motion to defer to June 6th, 2018 Planning Commission Meeting:

AYE: Deem, Matthews, Walker, Bergsten, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO.7:

Case #S07-18 – Consideration of approval of a Preliminary Plat for Shawnee Motel Addition, located at 4981 N. Harrison Avenue, Shawnee, OK

Applicant: Joe Covey

Chairman Bergsten asked for the staff report. Brittney Burton presented staff report and stated the property is located next to Denny's restaurant off Interstate I-40 and recommended an additional deferral to next month's agenda after speaking with applicants. Chairman Bergsten asked if there were any other questions. There were none. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward. Chairman Bergsten closed the public portion of the meeting and asked if there were any questions, comments or a motion. Commissioner Rowell made a motion defer, seconded by Commissioner Deem.

Motion to defer to June 6th, 2018 Planning Commission Meeting:

AYE: Deem, Matthews, Walker, Bergsten, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO.8:

Case #P09-18 – A public hearing in consideration of approval of a Rezone from R-1; Single-Family Residential District to C-3; Highway Commercial District, located at 3946 N. Kickapoo Avenue, Shawnee, OK

Applicant: Darin Sparkman

Chairman Bergsten asked for the staff report. Brittney Burton presented staff report and informed Commissioners the property is located south of Penney Street, across from Ken-Del Drive. Ms. Burton explained the applicant requests to rezone from R-1 to C-3; with surrounding zonings consisting of C-2 and C-3. Staff recommends approval of rezone and stated it fits within city standards. Commissioner Matthews asked what the property would be used for. Ms. Burton stated a strip center would be constructed. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward. Chairman Bergsten closed the public portion of the meeting and asked if there were any questions, comments or a motion. Commissioner Walker made a motion to approve, seconded by Commissioner Matthews.

Motion:

AYE: Deem, Matthews, Walker, Bergsten, Rowell

NAY:

ABSTAIN: Cowen

AGENDA ITEM NO.9:

Case #P08-18 – A public hearing in consideration of approval for the Bison Crossing Planned Unit Development located at 3954 N. Kickapoo Avenue, Shawnee, OK

Applicant: Kurt Kalies

Chairman Bergsten asked for the staff report. Brittney Burton presented staff report and stated the property was located south of Penney Street and north of the previous case approved for rezone. Ms. Burton informed board that staff recommends deferral to June 6th Planning Commission based on some minor details that need correction. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. Brenda Miles came forward to speak against request and mentioned she lives by potential development. Mrs. Miles discussed traffic concerns and stated she is against more construction in the area until more stoppage is installed on Kickapoo Avenue. Chairman Bergsten asked if anyone in favor would like to come forward. John Peck came forward to speak in favor and sympathized with Mrs. Miles regarding the traffic concerns. Mr. Peck discussed possibility of adding a traffic light on Kickapoo Avenue and expressed the willingness to accommodate wherever it is needed. Steve Landes came forward to speak in favor and discussed history of work for development, plans and purpose for PUD and explained how property next to site is included in project. Mr. Landes also brought up the POA agreement and landscaping details. Dr. Kirk Kalies came forward and discussed understanding the traffic concerns with design to minimize more issues by location of entryways for development. Chairman Bergsten closed the public portion of the meeting and asked if there were any questions, comments or a motion. Commissioner Deem stated the need for traffic control and asked if procedure involved the traffic commission. Mr. Erickson agreed and informed board it would also have to be a budgeted project and go through City Commission. Mr. Erickson explained the board or himself could convey the concerns to the City Commission. Commissioner Deem asked about temporary changes being implemented at present time. Mr. Erickson stated enhanced police patrol and citations would be most effective measure at present. Chairman Bergsten asked about the process to reduce speed limit. Mr. Erickson explained that is also an inexpensive measure to implement as first step. Commissioner Matthews stated he had a hard time punishing developers for others breaking the law and asked what time frame would be to install traffic light and if it's possible to be completed by project completion. Commissioner Deem asked if it would be appropriate of this committee to request provision that immediately implements traffic measures being discussed. Mr. Erickson agreed and stated a recommendation could be included. Vice-Chairman Cowen explained his opposition to traffic light being included in approval and discussed how many properties have been affected by changes. Vice-Chairman Cowen sympathizes with Mrs. Miles but believes the traffic concern is a law enforcement issue and stated the fact that Kickapoo Avenue is a commercial street in a commercial area. Commissioner Walker explained how the board can request a traffic study and asked if there was Blue Zones involvement with the sidewalks. Mr. Erickson agreed and stated the City intends to connect sidewalks. Commissioner Rowell made a motion to defer, seconded by Commissioner Walker.

Motion to defer to June 6th, 2018 Planning Commission Meeting::

AYE: Deem, Matthews, Walker, Bergsten, Cowen, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO.10:

Planning Director's Report

Brittney Burton informed board that Chicken Express has submitted their building permit. Jared Cooper gave details regarding time frames and plan submittals for project. Mr. Cooper also stated Pizza Hut has started their construction. Commissioner Deem asked if there was a limit on the number fast food restaurants that were allowed to come in. Mr. Cooper stated he did not know the nature of the possibility to limit them to a specific number. Commissioner Deem asked about the properties that were grandfathered in and if maintenance codes would address some of the cosmetic issues. Brittney Burton informed her they did not have the information at that time yet. Commissioner Rowell asked if they knew what was going into the Delta Café yet. Mr. Cooper informed him they did not but there has been interest in it.

AGENDA ITEM NO.11:

Commissioners Comments and/or New Business

Commissioner Deem asked if there were any updates regarding the hygiene of the Pawn Shop on Highland Street. Jared Cooper informed her he received a complaint and the owner intends to put a fence up. Commissioner Deem expressed the assumption that there is no distinction between a stockade or chain link fence. Mr. Cooper agreed. Commissioner Rowell asked if there was anything that can stop a property owner from demoing before request from board is approved. Mr. Cooper stated there was not.

AGENDA ITEM NO.12:

Adjournment

Meeting was adjourned.


Chairman/Vice-Chairman

Cheyenne Pettigrew
Planning Commission Secretary

Regular Board of Commissioners

1.c.

Meeting Date: 06/18/2018

Annual Contracts FY 2018-2019

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of the following agreements for Fiscal Year 2018-2019:

Attachments

No file(s) attached.

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

Meeting Date: 06/18/2018

Pott Co Juvenile Offenders

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Pottawatomie County District Court to establish, develop, and implement programs for juvenile misdemeanor offenders.

AttachmentsPott Co Juvenile Offenders

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, 2018 through June 30, 2019. 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, this ____ day of _____, 2018.

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this ____ day of _____, 2018

JOSEPH VORNDRA, CITY ATTORNEY

Regular Board of Commissioners

1.c.2.

Meeting Date: 06/18/2018

Public Schools - Tennis Courts

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Pottawatomie Independent School District No. 93 for maintenance of tennis courts.

Attachments

Public School - Tennis Courts

AGREEMENT

This Agreement made and entered into this 1st day of July, 2018, by and between the City of Shawnee, Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Independent School District 93 of Pottawatomie County, State of Oklahoma, hereinafter referred to as "School".

WITNESSETH:

WHEREAS, the City and the School have tennis courts located on City land and located on School land. The City and School are responsible for maintenance of said tennis courts, within their respective jurisdiction; and

WHEREAS, such jurisdictions and districts are in many places contiguous and in some geographical locations the jurisdiction of one extends into the area of jurisdiction and district of the other, and

WHEREAS, there are times when the school and City must call on the other to come to its assistance to help maintain a part of the tennis courts, tennis buildings and facilities, and

WHEREAS, the City and the School desire to cooperate with each other by permitting each to work on the tennis courts in the other's jurisdiction and district to save time and money, and

WHEREAS, there are times when it is in the best interest of the public for the parties to borrow and/or lend equipment and personnel to the other party for maintenance of tennis improvements on the tennis courts, and

WHEREAS, the Interlocal Cooperation Act of the State of Oklahoma, 74 O.S. Section 1001, et seq. permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner beneficial to both contracting governmental agencies.

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

1. The City and the School agree that each of the parties may do work on one another's tennis courts, including maintaining the tennis courts and tennis facilities and other public improvements to save time and money and make the most efficient use of equipment and personnel.
2. The parties further agree that they may build, maintain and improve the tennis facilities upon the land of the other. Each of the parties agrees to assume liability

for its own negligence and the parties further agree that the party lending such equipment assumes liability for defective equipment.

3. Each of the parties assumes Worker's Compensation Liability for its employees.
4. The parties agree that all lending or spending of money of the others funds will be in strict adherence of the City Charter, City Ordinance, and the state laws pertaining to school districts.
5. The duration of this Agreement shall be in effect for one year from July 1, 2018 to June 30, 2019. Thereafter, this agreement may be renewed for successive one-year periods corresponding with the City's fiscal year July 1 to June 30. This agreement shall renew itself automatically on June 30 of each year unless either the School or the City wishes to terminate said agreement. 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 1 of the fiscal year preceding termination.
6. The parties further agree that this Agreement may be canceled by either party, upon giving written notice to the other party thirty (30) days in advance of the date of termination.
7. This Agreement shall be administered by the City Manager of the City and the Superintendent of Independent School District No. 93. If there is any dispute over any terms of this agreement, the City Manager and School Superintendent will work together to reach a mutually acceptable resolution of the dispute. Should the City Manager and the Superintendent be unable to reach an acceptable resolution, the parties' respective governing bodies will work together to resolve the problem.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date so indicated.

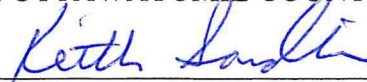
THE CITY OF SHAWNEE, OKLAHOMA

JUSTIN ERICKSON, CITY MANAGER

(SEAL)
ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

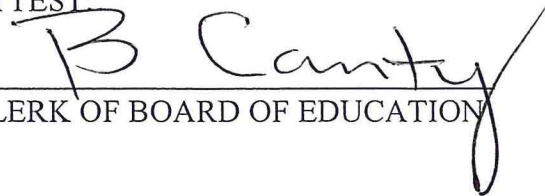
INDEPENDENT SCHOOL DISTRICT 93
POTTAWATOMIE COUNTY, OKLAHOMA



BOARD PRESIDENT

(SEAL)

ATTEST:


CLERK OF BOARD OF EDUCATION

Approved as to form and legality this _____ day of _____, 2018.

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners**1.c.3.**

Meeting Date: 06/18/2018

YMCA Parks

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with YMCA for use of recreational facilities known as Lions Club Park, Dockery Park, Milstead Park, and Lilac Park.

Attachments

YMCA Parks

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation ("City") and the Troy & Dollie Smith Family YMCA, a non-profit Oklahoma corporation ("YMCA"), collectively the ("Parties").

WHEREAS the City is the owner of public property and facilities known as Dockery Park, Lions Club Park, Milstead Park and Lilac Park in the City of Shawnee, Pottawatomie County, State of Oklahoma, and;

WHEREAS the City recognizes that the sports fields and facilities located at Dockery Park, Lions Club Park, Milstead Park and Lilac Park shall be used for certain recreational purposes for the benefit of the health, safety and welfare of the residents of the of the City of Shawnee, and;

WHEREAS, it is the desire of the Parties to set out in detail the rights and responsibilities of the Parties regarding the operations of the youth sports program and the use of City property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the City and the YMCA agree as follows:

1. The City hereby grants the right and privilege to the YMCA to use the facilities and property located generally at Dockery, Lions Club, Milstead and Lilac Parks, City of Shawnee, Pottawatomie County, State of Oklahoma, hereinafter jointly referred to as the "Property".
2. This Agreement shall commence on July 1, 2018 and end on June 30, 2019 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the City or the YMCA, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days' notice, in writing, delivered by certified mail, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. In the event this Agreement is terminated, all rights and interests of the

Parties hereto shall thereupon cease. Upon termination of this Agreement, the YMCA shall retain all rights to maintenance equipment, concession equipment, and all other items not considered permanent structural improvements or not purchased by the City. Any and all structures which have been placed or constructed on the Property by the YMCA shall become the property of the City unless otherwise mutually agreed to in writing by the City and the YMCA. The Parties acknowledge that the YMCA shall pay to the City a sum of one dollar (\$1.00) on the first day of July every calendar year as lease payment for use of the Property. The Parties acknowledge that at the time of execution of this agreement there have been no permanent improvements constructed by the YMCA.

3. Before any changes are made in the improvements and structures, and before the construction of any permanent building, the YMCA shall obtain approval from the City's Parks Department for such changes or construction costing Twenty-five Thousand Dollars (\$25,000.00) or less. All changes or construction costing in excess of Twenty-five Thousand Dollars (\$25,000.00) shall require the approval of the City Commission.
4. It is agreed that the Property area is to be used by the YMCA solely for the purposes of recreation and education, and development of sports skills, primarily for the purpose of playing, training and promoting various sports, and associated supportive services. Any other use of the Property area must be approved by the City. The YMCA shall provide the City with by-laws, league rules, league registration fees and schedules of all the YMCA activities. It is further agreed between the Parties that the YMCA shall make every effort to accommodate the Shawnee School System to facilitate shared use, at no cost to the school district. If the YMCA makes the property available for use by others, the YMCA shall prepare fields for play and determine costs and assess such costs against such entities using the property.
5. The YMCA shall not assign this Agreement, or any interest herein, or sublet any portion of the Property area without the consent of the City Operations Director or designee. The YMCA may grant permission and authority to any entities to occupy and use the Property area for any supportive services necessary for YMCA or for the conduct of a sport not sponsored by YMCA. YMCA will be responsible for informing all other entities using the City fields of the rules and obligations for the use of the fields.

6. The YMCA will hold the City harmless and exempt from any damage or injury to persons or any damage to property of every kind arising from the management and use of the Property area by the YMCA, its invitees, employees, representatives and successors from the failure of the YMCA to keep the Property and ball fields area and structures in good condition and repair or for any negligent or intentional act committed by YMCA, its employees, officers, successors and assigns resulting in injury of any kind.
7. The YMCA, at its expense, shall keep in force, during the term of this Agreement, general liability insurance issued by an insurance company authorized to conduct business in Oklahoma by the Oklahoma Insurance commissioner. The insurance will be in a form acceptable to the City Attorney and City Manager for the City, for the protection of the City and the YMCA against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from City, on account of any matter or thing which may occur on the Property, excluding Participants who will not be covered during the actual participation in an event, in a general liability policy or policies in the amount of one million dollars (\$1,000,000.00). The use of the fields by any entity other than YMCA will require that entity to comply with the requirements of this paragraph for the obtaining of insurance. The insurance obtained will include a rider for the City and YMCA to be covered by the policy.
8. The YMCA will provide all maintenance to all game fields, including restrooms, the concession areas and the areas adjacent thereto; all janitorial and sanitizing service and supplies; refuse receptacles and liners to be disposed of on an as needed basis; field supplies and service including chalk, paint, and other equipment; turf and infield supplies. Major repairs to facilities such as replacing buildings, roofs, sewer lines, major water line breaks, parking lot repairs, painting of buildings, and fencing replacement, and other repairs traditionally within the responsibility of the "landlord", will be the responsibility of the City at no cost to the YMCA. The YMCA will be responsible for repair of sprinkler heads when necessary, minor repairs to the concession building; replacement of food preparation equipment; minor plumbing repairs such as clogged toilets, clogged sink drains, toilet and sink replacement; light bulb replacement and minor fence repair. The YMCA shall be responsible for ensuring that trash is picked up from dugouts, bleachers and grounds after games and deposited into containers provided by the City. The setting and purchase of bases, yardage markers, flags and such equipment as is necessary shall be the responsibility of the YMCA. Field maintenance equipment such as infield drags, motorized carts, shovels, rakes mowers and the like, purchased by the YMCA, shall remain the property of the

YMCA. The YMCA shall exercise a high degree of care in ensuring playing surfaces are continually in good repair during the term of this agreement. The City shall be charged for electric services, solid waste services, sewer and water for the Property, including, but not limited to, field lighting, concession building and field storage facilities. The YMCA will exercise reasonable efforts to conserve electric and water usage. For night games, the YMCA will use lights for only those fields in which games will be played and for the safety of the participants.

9. The YMCA will exercise reasonable efforts to make its customers aware of parking regulations during YMCA activities to assist the City in an effort to insure that the ground and vegetation of the Property, and adjacent premises, is not damaged by vehicles being driven or parked in places other than those defined by signage or in the plan as road or parking areas.
10. The YMCA agrees to provide activities, primarily for Shawnee area without discrimination as to race, religion, color, creed, sex or national origin. Said activities will include leagues for all levels of play to include open and recreational leagues Under normal conditions, YMCA activities will not be scheduled to start after the hours of 10:30 p.m., on Sundays through Thursdays, and 11:00 p.m., Fridays through Saturdays.
11. If any person believes that the YMCA has violated the provisions of this Agreement, and has exhausted all appeal procedures through the YMCA Board, that person may file a written complaint with the Director of Operations or designee. The Director of Operations or designee shall so advise the YMCA, provide it with a copy of the complaint, and give the YMCA ten (10) days to consult with counsel and file a written response with the Director or designee. Thereafter, the Director of Operations may, if he/she deems prudent, conduct an investigation into the situation, and within thirty (30) days of the response by the YMCA, advise of a ruling on the matter by either a written report to the Community Service Contract Review Committee or to be handled internally by the Director of Operations, if possible. If a written report is submitted to the Community Service Contract Review Committee, the Committee will make a recommendation which will be submitted to the City Commission to resolve the dispute or rectify the situation. Failure of the YMCA to follow the directions so given by the City Commission or Director of Operations may result in the termination of this Agreement (without further notice).

12. The City Operations Department may designate one (1) person to serve as a non-voting, advisory to the YMCA Board. Alternatively, the YMCA may designate one (1) person to serve as liaison between the YMCA and the City Parks Department to address issues regarding maintenance and program administration. The YMCA will provide the City and the Director of Operations, semi-annual financial statements and reports of business activities. The YMCA shall inform the Director of Operations of changes to league rules and By-Laws in its semi-annual report after the change becomes effective. There shall be ultimate City Commission review for capital improvements in excess of twenty five thousand dollars (\$25,000.00). The YMCA shall permit City or City's designee to conduct a financial review of its operations at any time per discretion of the City.
13. The YMCA shall maintain a local contact, accessible to the City and the public at reasonable hours and otherwise make arrangements to accommodate the working public to the extent necessary for registration and similar activities. The contact will be responsible for disseminating all administrative and operational functions to include management, registration, access to all records that are subject to disclosure pursuant to Title 51 O.S. §24A.1, et seq., known as the Oklahoma Open Records Act, and access to the operational staff.
14. This Agreement shall only be amended in writing by the mutual consent of the YMCA and the City. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the other provisions of the Agreement shall not be affected. The Agreement shall be construed as if the valid, legal, or enforceable provisions for the Agreement were not affected, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained therein. No terms inconsistent with this Agreement shall be deemed binding on the parties. This Agreement contains all essential terms necessary to accomplish the purposes expressed by the parties and any other prior agreements, written or oral, consistent or inconsistent with the terms herein, are hereby rendered null and void. The parties also agree that this Agreement is fully integrated, embracing all essential terms necessary to carry out the purpose stated herein.

IN WITNESS HEREOF the City of Shawnee, and Troy & Dollie Smith Family YMCA, by their representatives, set their hands to this Agreement on the ____ day of _____, 2018.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

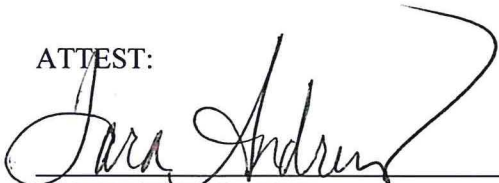
PHYLLIS LOFTIS, CMC, CITY CLERK

TROY & DOLLIE SMITH FAMILY YMCA



PRESIDENT/CHAIRMAN

ATTEST:



CLERK/SECRETARY

Approved as to form and legality this _____ day of _____, 2018.

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners**1.c.4.**

Meeting Date: 06/18/2018

YMCA Mower

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with YMCA for use of a mower, city property, for maintenance of Dockery Park, Lions Club Park, Milstead Park, and Lilac Park.

AttachmentsYMCA Mower

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation LESSOR ("City"), and the YMCA, a non-profit Oklahoma corporation, LESSEE, collectively the ("Parties").

WHEREAS the City is the owner of public property known as a Kubota 72" Zero Turn, ZD331, 2009 Mower, City ID # 3527, hereinafter referred to as the "Mower".

WHEREAS, it is the desire of the parties to set out in detail the rights and responsibilities of the parties regarding the use of said City Property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the City and YMCA agree as follows:

1. The City hereby grants the right and privilege to the YMCA to lease the Mower for the sole purpose of maintaining Dockery Ball Park, Milstead Ball Park, and Lilac Ball Park.
2. This Agreement shall commence on July 1, 2018 and end on June 30, 2019 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. On July 1, 2012, it was agreed that this agreement shall automatically renew for successive one (1) year terms for four (4) years, unless revoked in writing by either of the parties by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving thirty (30) days' notice, in writing to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such thirty (30) day time period. At the end the of the five (5) one (1) year consecutive leases, the mower will be brought back into possession of the CITY OF SHAWNEE to use, trade, or dispose of. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease and the mower shall immediately be returned to City. The Parties acknowledge that the YMCA shall pay to the City a sum of One (1) Dollar on the first day of July every calendar year as lease payment for use of the Mower.

3. The YMCA will be responsible for the fuel, oil, lubricants, and all repairs of the Mower while it is in their possession. Before any major repairs (over \$300) are made to the Mower, the YMCA shall gain approval from the City. Once a year, right before mowing season, the Mower will need to be brought to the City of Shawnee for a servicing and a check out.
4. The Mower will be stored in secure location at the YMCA or approved area and added to the YMCA's insurance policy.
5. The YMCA shall not assign this Agreement, or any interest herein, or sublet the Mower to any other person or entity. All operators must be an employee or approved volunteer of the YMCA.
6. The YMCA will maintain the three ball fields to a standard that complies with all City codes.
7. The YMCA will "indemnify" and hold harmless and exempt the City, its officers, employees, agents, and assigns from any damage or injury to persons or any damage to the Mower of every kind arising from the management and use of the Mower by the lessee, its invitees, employees, and representatives from the failure of the lessee to keep the Mower in good condition and repair or for any negligent or intentional act committed by lessee, its invitees, employees, and representatives resulting in injury of any kind.

IN WITNESS HEREOF the City of Shawnee, and the YMCA, by their representatives, set their hands to this Agreement on the ____ day of _____, 2018.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

JUSTIN ERICKSON, CITY MANAGER

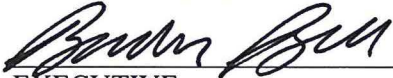
ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

TROY & DOLLIE SMITH FAMILY YMCA

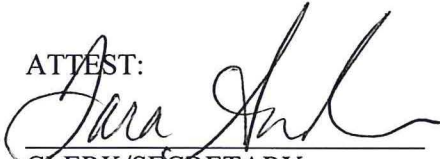
CHAIRMAN / PRESIDENT

TROY & DOLLIE SMITH FAMILY YMCA



EXECUTIVE

ATTEST:



CLERK/SECRETARY

Approved as to form and legality this _____ day of _____, 2018.

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.c.5.

Meeting Date: 06/18/2018

Stuart and Clover

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Contract with Stuart and Clover, PLLC for City Attorney services. *(Deferred from the June 4, 2018 City Commission meeting.)*

Attachments

Stuart and Clover



STUART & CLOVER

June 14, 2018

City of Shawnee, Oklahoma
Attn: Justin Erickson, City Manager
Via e-mail: JErickson@shawneeok.org

Re: *Stuart & Clover, PLLC general representation of the City
of Shawnee*

Dear Mr. Erickson:

The Board of City Commissioners for the City of Shawnee, Oklahoma ("Shawnee") has asked our law Firm to represent Shawnee in connection with the above referenced matter. In the interest of promoting cooperation and understanding of our relationship, this letter sets forth and confirms the terms and conditions of our engagement.

Michael D. Clover and I will be primarily responsible for your representation in this matter. Our legal fees will be billed on a time expended basis at the rate of \$200.00 for Court matters, \$225.00 per hour for general municipal advisory and meeting attendance and \$250.00 for litigation services. Our per hour fee for legal assistant and intern time is \$100.00. Our law Firm has been providing legal services in Pottawatomie County since 1904. A substantial portion of our law practice relates to municipal law, real property law, business law and litigation. Other law Firm members and associates may be called upon to assist you in your representation. A minimum of one tenth (1/10) hour will be billed for each service performed.

Our law Firm's billing statement will be sent to you monthly, itemized to reflect the service performed and/or costs and expenses incurred. Statements for services rendered are due and payable within twenty (20) days following the Statement date. Our law Firm reserves the right to claim an attorney's charging lien (5 O.S. ¶6) and common law possessory/file retention lien for any unpaid amount.

The primary term of this engagement shall be from the date of execution until June 30, 2019. This contract shall automatically renew for a term of one (1) year unless terminated by either party upon sixty (60) days written notice prior to June 30 of the agreement year. You shall at all times have the right to terminate our legal services in the event the Firm breaches the terms of this engagement letter. Our law Firm shall at all times have the right to terminate such services on your behalf, if (i) you fail or refuse to cooperate with any reasonable request made by the Court or our Firm in your representation, (ii) you fail or refuse to pay our billing statements in a timely manner, (iii) to continue representing you would result in a violation of the Rules of Professional Conduct, or (iv) We shall reasonably determine that the proper attorney/client relationship no longer exists, and it is in both our best interests that such relationship be terminated.



STUART & CLOVER

You understand and agree that we have made no guarantees regarding the outcome of your legal matter. We will use our legal skills and best efforts on your behalf.

Our law Firm is committed to *The Oklahoma Lawyer's Creed* as adopted by the Oklahoma Bar Association's Board of Governors on November 17, 1989 and subsequently amended. *The Oklahoma Lawyer's Creed* sets standards of professionalism by which we relate to and with our clients, other attorneys, and judges. Copies are available from the law Firm upon request.

As you might expect, we receive a number of telephone calls each day and are therefore required to spend much of our time on the telephone. There are times when we are in an office conference with another client or required to be out of the office. We try to return our phone calls by the end of the day. We regularly use e-mail as a means of communication (joe@stuartclover.com & mike@stuartclover.com) and suggest we do so in your matter. Thank you for your confidence in our law Firm.

Yours very truly,

JOSEPH M. VORNDRAN
FOR THE FIRM

AGREED:

CITY OF SHAWNEE, OKLAHOMA

By: _____

Regular Board of Commissioners

1.c.6.

Meeting Date: 06/18/2018

McCloud Mower

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with the City of McCloud Public Works Authority for use of a mower, city property, for maintenance of Wes Watkins Reservoir.

Attachments

McCloud Mower

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation ("LESSOR"), and MCLOUD PUBLIC WORKS AUTHORITY ("LESSEE"), collectively the ("Parties").

WHEREAS the LESSOR is the owner of public property known as a ZD1211RL Kubota 72" Mower, City ID # 4937, hereinafter referred to as the "Mower".

WHEREAS, it is the desire of the Parties to set out in detail the rights and responsibilities of the Parties regarding the use of said City Property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the LESSOR and LESSEE agree as follows:

1. The LESSOR hereby grants the right and privilege to the LESSEE to lease the Mower for the sole purpose of maintaining Wes Watkins Reservoir.
2. This Agreement shall commence on July 1, 2018 and end on June 30, 2019 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms for five (5) years, unless revoked in writing by either of the Parties by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other party, upon giving sixty (60) days' notice, in writing to the other party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. At the end of the five (5) one (1) year consecutive leases, the mower will be brought back into possession of the LESSOR to use, trade, or dispose of. In the event this Agreement is terminated, all rights and interests of the LESSEE hereto shall thereupon cease. The Parties acknowledge that the LESSEE shall pay to the LESSOR a sum of One (1) Dollar on the first day of July every calendar year as lease payment for use of the Mower.
3. The LESSEE will be responsible for the fuel, oil, lubricants, and all repairs of the Mower while it is in their possession. Before any major repairs (over \$300) are made to the Mower, the LESSEE

shall gain approval from the LESSOR. Once a year, right before mowing season, the Mower will need to be brought to the LESSOR for a servicing and a check out.

4. The Mower will be stored at Wes Watkins Reservoir and added to the Town of McLoud's insurance policy.
5. The lessee shall not assign this Agreement, or any interest herein, or sublet the Mower to any other person or entity. All operators must be an employee of the Town of McLoud.
6. The LESSEE will "indemnify" and hold harmless and exempt the LESSOR, its officers, employees, agents, and assigns from any damage or injury to persons or any damage to the Mower of every kind arising from the management and use of the Mower by the lessee, its invitees, employees, and representatives from the failure of the lessee to keep the Mower in good condition and repair or for any negligent or intentional act committed by LESSEE, its invitees, employees, and representatives resulting in injury of any kind.

IN WITNESS HEREOF the City of Shawnee, and McLoud Public Works Authority, by their representatives, set their hands to this Agreement on the 24 day of May, 2018.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION, LESSOR

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK



MCLOUD PUBLIC WORKS AUTHORITY,
LESSEE

ATTEST:



CITY CLERK

Approved as to form and legality this _____ day of _____, 2018

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.c.7.

Meeting Date: 06/18/2018

McLoud Dispatch

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with the City of McLoud for dispatch services.

Attachments

McLoud Dispatch

City of Shawnee - City of McLoud Dispatch Agreement

This Agreement made and entered into by and between the City of Shawnee (hereinafter "Shawnee") and the City of McLoud (hereinafter "McLoud") this _____ day of _____, 2018.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows, to wit:

1. Shawnee agrees to dispatch McLoud Police and Fire Department on all calls received by the PUBLIC SERVICE ANSWERING POINT (PSAP) that have Emergency Service Numbers (ESNs) in its assigned jurisdiction. Shawnee shall monitor and dispatch radio traffic utilizing the primary 800 MHz McLoud Police Department Channel and the McLoud Fire Department Channel. The City of Shawnee dispatch will maintain a radio frequency dedicated to McLoud Police and will continually man the frequency with a dispatcher, so long as staffing allows.
2. Shawnee shall text and tone the Fire Department using the McLoud Fire Department channel to notify firefighters for EMS or fire calls in the McLoud Fire District. Shawnee will also conduct morning alarm and radio tests.
3. Shawnee agrees, subject to such policies and procedures as shall be established, to receive and dispatch the designated on-call Utility representative for McLoud Utility emergency calls and answer the McLoud 10-digit non-emergency lines on weekends, holidays and between the hours of 5:00 p.m. and 8:30 a.m. on such lines as are routed or otherwise rolled over to the Shawnee PSAP.
4. Provided the line(s) can be rolled over to the Shawnee PSAP, Shawnee agrees to monitor the Sensaphone alarm for the Mabel Bassett Prison water system and dispatch the on call McLoud Utility designee.
5. Shawnee shall provide radio programming support as needed for Motorola trunked radios owned/operated by McLoud. McLoud shall provide a log to Shawnee describing the person/vehicle to which each radio is assigned and shall update that log when assignments change.
6. Shawnee shall provide access to its GEOSAFE software for use by the McLoud Police. McLoud shall be responsible for providing the necessary hardware for such software.
7. Shawnee shall provide OLETS, Triple I and OSBI information to authorized persons, and provide CAD logs and telephone/radio recordings as reasonably requested.
8. McLoud shall provide a list of rotating wrecker services operating in McLoud.

9. McLoud and Shawnee shall each provide and update as necessary a roster of contact names, titles and phone numbers for emergency contact for each of the services provided herein.
10. It is agreed that the City of Shawnee Dispatch Center shall activate the outdoor warning devices (sirens) for the City of McLoud upon the following conditions being present:

- a. Tornadoic weather conditions directly affecting the area:

Devices shall be activated in the Tornado/Attention/Alert mode upon notification from a credible source that:

- I. The National Weather Service has issued a Tornado Warning for McLoud for a storm located near or moving towards the city limits.
- II. Trained, credible spotters for either Emergency Management or the media report a tornado, funnel, or rotating wall cloud located near or moving toward the city limits of McLoud.

- b. Other emergency or disaster situations when warranted at the discretion of the McLoud Emergency Management Director:

When hazardous materials incidents or other events exist, that in the opinion of the McLoud Emergency Management Director warrant activation of the siren system, activation of the Tornado/Attention/Alert mode shall be used.

- c. Warning of an Enemy Attack upon the United States:

Upon notification from the Oklahoma Highway Patrol, State Emergency Operations Center, Pottawatomie County Sheriff's Office, or other credible warning point listed in the State Warning Plan that an attack warning has been issued for Pottawatomie County, the devices shall be immediately activated in the Attack mode.

- d. Process of Testing Devices

It is agreed that the City of Shawnee Dispatch Center shall activate the devices in the Tornado/Attention/Alert mode for testing purposes each Saturday at 12:00 P.M. (Noon), unless the weather is inclement, the sky is overcast, or for other reasons as determined by the McLoud Emergency Management Director. It is the duty and responsibility of the McLoud Emergency Management Director to notify the Shawnee Dispatch Center of the cancellation of a regular Saturday test. Additional testing may be needed at other times as authorized by the McLoud Emergency Management Director.

e. Costs for Maintenance and Operation of Devices

It is agreed that the City of McLoud is responsible for costs associated with the maintenance and operation of the outdoor warning devices.

11. In consideration for the services to be provided, McLoud agrees to pay Shawnee the rate of \$3,000.00 per month payable by the 15th of each month.
12. The parties specifically agree and understand that the appropriate representatives of the parties shall be required to develop and adopt such policies, procedures, rules, regulations and guidelines as shall be necessary to carry this agreement into effect. To the extent possible, McLoud agrees to adopt or adapt its policies and procedures to align with the policies and procedures of Shawnee.
13. The parties agree that they shall execute and deliver such additional agreements, documents and writings as shall be necessary to effectuate the terms and conditions of this agreement.
14. The term of this Agreement shall be for a period of twelve (12) months commencing on July 1, 2018 and ending June 30, 2019:
 - a. This Agreement shall be renewed automatically by Shawnee and McLoud for a successive twelve (12) month period commencing July 1, 2018 and ending June 30, 2019 unless either party gives the other 30 days' notice prior to the end of the applicable term. Should either party choose to terminate this agreement, all equipment will be returned to the appropriate parties.
 - b. The time periods stated in this Agreement shall not be construed to violate applicable state law concerning contracting beyond the applicable fiscal years of the respective parties; and
15. This Agreement represents the whole of the agreement between the parties and may not be altered or amended except in writing signed and executed by both parties. There are no other agreements, oral or written, precedent or contemporaneous, between the parties.
16. This Agreement is entered into for good and sufficient consideration and both parties have executed the same of their own free will and for their mutual benefit and by the execution of their signatures hereto represent that the consideration is sufficient to bind them during the term of this Agreement. This Agreement shall be enforced under the laws of the State of Oklahoma.
17. The invalidity or ineffectiveness for any reason of any one or more words, phrases, clauses, paragraphs, subsections, sections hereof this instrument shall not affect the remaining portions hereof so long as such remaining portions shall constitute a rational

instrument.

18. The provisions of this Agreement hereof shall be binding upon the undersigned, their successors.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the ____ day of _____, 2018.

Richard Finley, Mayor
City of Shawnee

Attest:
(SEAL)

Phyllis Loftis, CMC, City Clerk
City of Shawnee



Attest:
(SEAL)

City Clerk
City of McLoud

Mayor
City of McLoud

Approved as to form and legality this ____ day of _____, 2018.

Joseph M. Vorndran, City Attorney
City of Shawnee

Regular Board of Commissioners

1.d.

Meeting Date: 06/18/2018

Workers Comp

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of excess liability policy for Workers' Compensation with Safety National Casualty Corporation for July 1, 2018 through June 30, 2019.

Attachments

Workers Comp



Human Resources Department

Date: June 18, 2018
To: Mayor and City Commissioners
From: Tamera Johnson, HR Director
RE: **Excess Liability quote for Workman's Compensation**

Nature of the Request:

The City of Shawnee is self-insured for Workers' Compensation which means that 100% of the claim is borne by the employer unless there is a stop-loss policy in place. Years ago, we had a police officer shot in the line of duty and at that time we did not have a stop-loss policy so the City was and is still responsible for all expenses on that claim until it can be closed. If there had been a stop-loss policy we would have been only liable up to a certain amount. In light of this, we now have a stop-loss policy in place to protect the city from any future large claims. Currently there are only three companies that will quote cities for excess liability mainly due to police and fire departments risk. Associated Underwriters went out for quotes this year. Our current carrier, Safety National, came in with a bid of \$117,285. Midwest Employers bid \$98,904 and New York Marine and General Insurance declined to quote.

Staff Analysis, Considerations:

Midwest Employers carefully reviewed the improvements that we have made in getting some of our older claims closed, as well as the status of our new losses. With this stop loss policy in place the City would be responsible for the first \$750,000 for police and fire and \$500,000 for all other employees. After this threshold, Midwest Employers would then come in and pay until the claim could be closed.

Recommendation:

Staff recommends to go with Midwest Employers. We have used them in the past and have been proven to be a good partner in negotiating large claims.

Budget Consideration:

This has already been budgeted for in the 601 fund for fiscal year 2018-2019. If we were to have a catastrophic event that involved one or several employees, the most that the City would be out for the event would be \$750,000 for police and fire employees or \$500,000 for other employees. Without this coverage, we would bear the entire claim.



Associated Underwriters Inc.

June 4, 2018

City of Shawnee
Attention: Tammy Johnson
P. O. Box 1448
Shawnee, Oklahoma 74801

Dear Ms. Johnson,

We are proud to present to you a quote with considerable savings, like we have not seen for the last seventeen (17) years.

Midwest Employers Casualty Company, which is an AM Best A+ rated carrier, who worked with you from 2002 to 2010, has presented an incredibly competitive quote. Attached is the quote, which illustrates significant savings.

Your existing carrier, Safety National, wanted to renew the case the same as expiring.

The only other carrier in the marketplace, New York Marine & General Insurance declined to quote.

Therefore, it is our recommendation that Midwest Employers Casualty Company be awarded the business. This is because they carefully reviewed the improvements in old losses to get claims closed, as well as the status of new losses.

We have also reviewed each policy form, as well as any minor discrepancies on how volunteers are handled, and it does not represent a material change in premium.

Congratulations on the work you did to make these improvements. Please feel free to contact me with questions or concerns. As always, we look forward to continuing our long-term relationship with the City of Shawnee and assisting you with your Workers' Compensation needs.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barney Welch', is written over a horizontal line.

Barney Welch

**City of Shawnee
Excess Workers' Compensation Quote
7/1/2018 -7/1/2019**

CARRIERS	Safety National Casualty Co	Safety National Casualty Co.	Midwest Employers Casualty Co
	AM Best Rating A+	AM Best Rating A+	AM Best Rating A+
	Expiring 7/1/2017-18	Renewal Quote 7/1/2018-7/1/19	Renewal Quote 7/1/2018-7/1/19
Estimated Annual Payroll	\$17,374,739	\$17,161,938	\$17,161,938
Length of Policy	1 year	1 year	1 year
SPECIFIC			
Specific Limit	Statutory	Statutory	Statutory
Specific Retention-Firefighters/Police	\$ 750,000	\$ 750,000	\$ 750,000
Specific Retention/All Others	\$ 500,000	\$ 500,000	\$ 500,000
Employer Liability			
Employers Liability Limit	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Employers Liability Retention-Firefighters/Police	\$ 750,000	\$ 750,000	\$ 750,000
Employers Liability Retention-All others	\$ 500,000	\$ 500,000	\$ 500,000
AGGREGATE			
Aggregate Limit	N/A	N/A	N/A
PREMIUM			
Rate per \$100. of Payroll	0.6834	0.6834	0.5763
Estimated Policy Premium	\$ 118,739.00	\$ 117,285.00	\$ 98,904.00
Estimated Policy Premium Minimum	\$ 112,802.00	\$ 111,421.00	\$ 89,014.00
Deposit Premium	\$ 118,739.00	\$ 117,285.00	\$ 98,904.00
**Aircraft is excluded			
**Payroll is subject to annual audit			

Regular Board of Commissioners

1.e.

Meeting Date: 06/18/2018

IUPA Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve Collective Bargaining Agreement with International Union of Police Associations (IUPA) Local No. 3.

Attachments

IUPA Memo

IUPA Contract



Agenda: June 18, 2018

To: Honorable Mayor and Members of the City Commission

From: Justin Erickson, City Manager

RE: Collective Bargaining Agreement with the IUPA Local #3

The IUPA Collecting Bargaining Agreement runs July 1-June 30 in accordance with our fiscal year and runs one year unless otherwise bargained. The contract this year will be for one fiscal year starting July 1, 2018 and ending June 30, 2019.

In summary, the following changes have been provided for in the revised contract:

Article 13.2 Change in when new officers receive the uniform allowance.

Article 17.3 Change in language.

Article 21.1. Change incentive to the same as Non-Union rates, Add education incentive for 156 hours of education and also 192 hours or Master's degree.

Article 22.1. Change in distribution procedure of ammunition to police employees—no additional cost to the City.

Article 22.2 Increase FTO (Field Training Officer) pay from 1 hour of pay to 2 hours of pay. This is only while the FTO has a trainee.

Article 23.2 Increase longevity rates to the same as Fire Day rate—up to 20 years of service.

Article 28.3 Correction to the step of compensation paid while acting as supervisor.

Employees voted and instead of the increasing the amount of City Paid insurance, they wanted the increase to go to salaries—which equates of ½ of 1% increase in pay.

The bargaining team consisted of Cindy Arnold and Tamera Johnson.

I recommend approval of the 2018-2019 IUPA Collective Bargaining Agreement.

SHAWNEE POLICE ASSOCIATION

LOCAL #3
AFL-CIO



2018-2019

COLLECTIVE BARGAINING AGREEMENT

WITH THE
CITY OF SHAWNEE

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ARTICLE 1

PREAMBLE

Section 1.1 This Agreement is entered into by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the City, and the Shawnee Police Association, Local Number 3, AFL/CIO of the International Union of Police Associations, hereinafter referred to as the I.U.P.A. It is the purpose of this Agreement to achieve and maintain a harmonious relationship between the City and the I.U.P.A., to provide for equitable and peaceful adjustment of grievances which may arise, and to establish wages, hours, and other conditions of employment which are deemed to be in the best interest of the public welfare and safety.

ARTICLE 2

RECOGNITION

Section 2.1 The City recognizes the I.U.P.A. as the sole and exclusive bargaining agent for the permanent, full-time commissioned officers employed by the Shawnee Police Department, except the Police Chief and one designated administrative assistant, for the purpose of negotiating wages, hours and other conditions of employment.

Section 2.2 The I.U.P.A. recognizes the City Manager or his designated representative or representatives as the sole representative of the City of Shawnee for the purpose of collective bargaining. The I.U.P.A. agrees to bargain in good faith with the City Manager or his designees in all matters relating to wages, hours, and other conditions of employment. The City agrees to bargain in good faith with the I.U.P.A. in all matters relating to wages, hours, and other conditions of employment.

Section 2.3 Officers shall be on employment probation for a period of twelve (12) months from the date of completion of the FTO Program. Officers on employment probation shall be considered "employees at will" during the probation period, and will not be covered under Article 6 or Article 14 of this agreement during the probationary period. For the purposes of wages and benefits, probationary officers will be covered under the provisions of this Collective Bargaining Agreement.

Section 2.4 Officers on probation as a result of promotion, which shall be a period of six (6) months from the day of promotion, shall be covered by this Agreement, including grievance rights, provided, however, they shall have no grievance rights in the event they are demoted to the classification from which they were promoted, unless such demotion is for disciplinary reasons.

Section 2.5 Officers on disciplinary probation shall be covered by this Agreement, including grievance rights.

ARTICLE 3

AUTHORITY AND TERM

Section 3.1 The City and the I.U.P.A. have, by these agreements, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the I.U.P.A.

Section 3.2 This Agreement shall be effective as of the 1st day of July, 2018, and shall remain in full force and effect until the 30th day of June, 2019, in accordance with the provisions of the Fire and Police Arbitration Act.

Section 3.3 Whenever wages, rates of pay, or any other matters requiring appropriation of moneys by the City are to be included as matters of collective bargaining, it is the obligation of the I.U.P.A. to serve written notice for request of collective bargaining on the corporate authorities at least one hundred twenty (120) days before June 23rd, which is the last day on which moneys can be appropriated by the City to cover the contract period which is the subject of the collective bargaining procedure.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The City expressly reserves the right to plan, direct, and control all operations not covered by this Agreement relating to the Police Department; and to hire, promote, assign, suspend, or discharge for cause shown, any officer, subject to the Constitution and the Statutes of the State of Oklahoma, the United States Constitution, and the grievance procedures as set forth in this Agreement.

Section 4.2 The City shall have the right to determine the source or sources from which new applicants for work in the Police Department shall be secured and shall be the sole judge of the requirements and qualifications of the officers hired during the term of this Agreement.

Section 4.3 Except as specifically abridged, delegated, granted, or modified by this Agreement, or any supplementary agreements that may hereinafter be made, all rights, power, and authority the City had before the signing of this Agreement are retained by the City, and remain exclusively and without limitations within the rights of the City.

ARTICLE 5

MAINTENANCE OF STANDARDS

Section 5.1 All rights, privileges, and benefits of the employees covered by this Agreement or existing prior to this Agreement shall be retained in full force and effect, with the exception of those rights, privileges, or benefits abridged or modified by this Agreement.

ARTICLE 6

POLICE OFFICERS' BILL OF RIGHTS

Section 6.1. Whenever a police officer is under formal investigation the officer shall be advised of his/her right to counsel prior to any interrogation and, absent an intelligent waiver of such rights, the officer shall be entitled to representation by legal counsel during interrogation, and all other proceedings in connection with the investigation, if it is a criminal investigation. The accused officer shall be responsible for his/her own legal fees.

Section 6.2 No officer shall be required to submit to a polygraph examination without his/her express written consent. No disciplinary action or recrimination whatsoever shall be taken against an officer for refusing to submit to a polygraph examination.

Section 6.3 Where an officer is or may be subjected to disciplinary action which may be placed in his/her personnel file, the officer shall have the right to have the I.U.P.A. President, or his/her designee, present during any such disciplinary action.

Section 6.4 Officers shall have the opportunity to review any documentation intended to be placed in their personnel file. Officers shall have the right to review their personnel file at the personnel office during regular business hours.

Section 6.5 All allegations of wrongdoing on the part of an officer shall be submitted, in writing, to the Chief of Police for consideration, along with any supporting evidence.

Section 6.6 An officer shall have the right to a review board on any charge that may result in suspension without pay, demotion or termination. An officer may also waive his/her right to a review board.

Section 6.7 Review boards shall function under the authority of the Chief of Police.

Section 6.8 Review board authority shall be limited to review of the allegations presented to the review board, and the examination of witnesses and evidence directly related to the allegation(s). Review board findings shall be strictly limited to the validity of the allegations. The review board shall be strictly advisory in nature.

Section 6.9 The review board's findings as to the validity of the allegations before the board shall be submitted to the Chief of Police in writing at the conclusion of the board's business. The review board shall report their findings without delay.

Section 6.10 Upon authorization by the Chief of Police, the accused officer shall be notified of the allegations that shall be presented to the review board.

Section 6.11 The accused officer shall receive advance notice a minimum of three business days prior to convening the review board. The accused officer shall be provided in writing of the date, time, and location of the review board.

Section 6.12 The accused officer shall be granted an extension of up to three business days upon written request presented to the Chief of Police, or his/her designee.

Section 6.13 The accused officer shall receive a copy of the allegations, list of potential witnesses, written statements, and other pertinent information concerning the allegations at the time he/she is notified of the pending review board.

Section 6.14 The Chief of Police shall designate his/her representative(s) to present the allegation(s) to the review board.

Section 6.15 The accused officer shall designate his/her representative(s) to challenge the allegation(s) before the review board. The officer shall have the option of I.U.P.A. representation, and or any other representation the officer chooses. The accused officer shall be responsible for all representation costs for any representation not provided by the I.U.P.A.. If the accused officer is not a member of the I.U.P.A., the accused officer shall be responsible for the cost of any representation provided by the I.U.P.A.

Section 6.16 The review board shall be composed of 5 officers. The Chief of Police shall provide the accused officer with a list of 5 names. The accused officer may strike one name and add 1 name of his/her choice. The accused officer shall receive the list of officers, in writing, at the time he/she is notified of the review board. The accused officer shall take his/her desired action regarding the list, and return the list with the noted action to the Chief of Police, or his/her designee, within 24 hours of receiving the list.

Section 6.17 No officer that is currently under investigation, that is the subject of a pending review board, that is on suspension, administrative leave, disciplinary probation, or workers' compensation shall be eligible to serve on a review board.

Section 6.18 The Chief of Police, or his representative(s), may remove any member of a review board, for cause. The Chief of Police, or his representative(s), shall replace the board member with an officer of his/her choice. However, if the removed board member was selected by the accused officer, the accused officer shall be allowed to select the replacement board member.

Section 6.19 The Chief of Police shall designate the chairperson for the review board.

Section 6.20 The accused officer shall be present, along with his/her designated representative(s), during all phases of the review board process, except for executive sessions of the board, and deliberations of the board.

Section 6.21 The review board process shall be conducted under Robert's Rules of Order.

Section 6.22 The representative(s) of the Chief of Police shall present the allegations to the review board, along with any witness testimony, or other evidence.

Section 6.23 All testimony presented to the review board shall be taken under oath and audio recorded. Either party may elect to have the proceeding recorded by a court reporter. The scheduling and expense of the court reporter will be the sole responsibility of the requesting party.

Section 6.24 The accused officer, or his/her representative, shall have the right to call witnesses on behalf of the accused officer, to question witnesses, and to cross examine witnesses, provided that there is no disruption of the proceedings, and the questioning is performed in a relevant and reasonable manner, as determined by the review board.

Section 6.25 The representative(s) of the Chief of Police shall have the right to cross-examine any witness presented by the accused officer.

Section 6.26 The Chief of Police shall order any officer, or member of the Police Department, to appear before the review board on behalf of the Police Department.

Section 6.27 The accused officer shall submit a list of officers, or other department personnel, that the accused officer wishes to call to testify in his/her behalf, to the Chief of Police, or his/her designee. The list of potential witnesses requested by the accused officer must be submitted to the Chief of Police, or his/her designee, a minimum of 24 hours prior to convening the review board.

The Police Department shall not be responsible for compensation of witnesses called by the accused officer.

Testimony on behalf of the accused officer shall be strictly voluntary.

It shall be the responsibility of the calling party to have their witnesses available to the review board when needed.

Section 6.28 The review board shall have the authority to inquire of any witness testifying before the board.

Section 6.29 The review board shall have the authority to inquire of the accused officer, or the representative(s) of the Chief of Police, concerning the issue(s) before the review board.

Section 6.30 At the conclusion of the presentation, by both parties, the review board, by majority vote, shall recess to conclude the findings of the review board.

Section 6.31 All actions of the review board shall be determined by majority vote.

Section 6.32 Three review board members must be present to establish a quorum, and convene the board.

Section 6.33 After the review board has made their findings concerning the validity of the allegation(s) before the review board, the review board shall reduce their findings to writing, and shall submit their findings to the Chief of Police, or his/her designee. The review board shall reconvene to announce that a finding has been reached, and shall hand those findings to the Chief of Police, or his/her designee. The review board shall be adjourned at that time.

Section 6.34 The final decision concerning all disciplinary issues shall rest exclusively with the Chief of Police.

Section 6.35 The Chief of Police shall submit the findings of the review board to the accused officer, including any disciplinary action to be imposed, within five business days (excluding weekends and holidays) of the review board's adjournment.

Section 6.36 No officer shall be subject to a review board more than one time, or punished more than one time, for the same alleged action.

Section 6.37 All officers, regardless of rank, age, sex, or assignment, shall be subject to disciplinary action in accordance with the provisions of this agreement; and according to the nature and seriousness of the offense, for failure, either willfully or through negligence or incompetence, to perform the duties of their rank or assignment; or for violation of any departmental policy or procedure, violation of any general order or rule, violation of any municipal ordinance, or any state or federal law, or for failure to obey any lawful instruction, order, or command of a superior officer, or upon conviction in a court having criminal jurisdiction for any criminal offense, and for any other form of officer misconduct.

Disciplinary action in all cases shall be decided on the merits of the individual case.

Types of disciplinary action - At the discretion of the Chief of Police, and in accordance with the provisions, rules and regulations described herein, officers are subject to the following types of disciplinary actions:

- Oral Reprimand
- Written Reprimand
- Suspension from duty without pay
- Demotion in Rank
- Reassignment of Duties (Specified as a disciplinary action)
- Dismissal

Officers may be placed on administrative leave with pay, at the discretion of the Chief of Police, while an officer is under investigation, while pending a review board action, or for any other reason deemed appropriate by the Chief of Police.

Administrative leave with pay shall not be considered a disciplinary action.

Officers on administrative leave, or suspension shall not be authorized to invoke police powers or perform any law enforcement duties.

Officers on administrative leave or suspension may be required to turn in all police department property upon the direction of the Chief of Police.

Section 6.38 Any officer subjected to a review board, or disciplinary action, shall maintain his/her grievance rights provided under Article 14 of the Collective Bargaining Agreement.

Section 6.39 The I.U.P.A. shall maintain the grievance rights provided for under Article 14 of the Collective Bargaining Agreement, as it pertains to any and all aspects of the disciplinary process, and or, disciplinary actions, and all other provisions of the Collective Bargaining Agreement.

ARTICLE 7

DEPARTMENTAL RULES AND REGULATIONS

Section 7.1 All departmental rules and regulations of the Policies and Procedures Manual of the Shawnee Police Department are incorporated into and made a part of this Agreement with the following exceptions:

- a. Those departmental rules and regulations abridged or modified by this Agreement;
- b. Those departmental rules and regulations held to be invalid or unconstitutional by a court of competent jurisdiction;
- c. Those departmental rules and regulations which are inconsistent or in conflict with any provision of this Agreement, in which case this Agreement shall prevail.

Section 7.2 When it becomes necessary to upgrade or modify the Policies and Procedures Manual of the Shawnee Police Department, the four (4) elected officers of the I.U.P.A. shall meet with administrative police department personnel to review and make recommendations concerning the new changes within fourteen (14) days.

Section 7.3 The City and the IUPA agree to provide for Lexipol policy changes that conform to the State and Federal law changes or standards set by the Department of Justice.

ARTICLE 8

SENIORITY

Section 8.1 Seniority shall be determined as between two or more officers of the same rank by the years of unbroken service within that rank. As between two or more officers with the same length of unbroken service within the same rank, their seniority shall be determined by their unbroken service as a commissioned officer in the Shawnee Police Department. As between two or more officers with the same length of unbroken service within the same rank, and who are initially employed as commissioned officers on the same date, their seniority shall be determined by the date of their employment application.

Section 8.2 Seniority will be an important factor to be considered by the City and administrative police department personnel in determining the priority of each officer to the following:

- a. Time when annual vacation or any other excused paid leave is taken; and
- b. Hours of work, transfers, and regular days off.

With reference to requests for time off, supervisors will approve or deny leave when submitted. Leave will be considered on a first come, first serve basis. However, should two officers simultaneously request the same days off for vacation or other excused paid leave, the employee with the most seniority will prevail.

Section 8.3 With regard to layoff and recall of officers of the Shawnee Police Department, said actions shall be determined solely on the years of unbroken service as a commissioned police officer within the Shawnee Police Department.

Section 8.4 Seniority shall not be lost by absences due to vacation, illness, injury, authorized leave of absences, or military duty. Seniority shall not accrue during involuntary leave of absences or leave without pay.

Section 8.5 In the event an officer is reclassified to a lower rank, the seniority status held just prior to, and any time accumulated, shall be credited to said lower rank.

Section 8.6 All seniority rights shall be forfeited by:

- a. Resignation;
- b. Discharge unless reinstated after appeal;
- c. Failure to respond to the City within three (3) working days and failure to report within ten (10) working days' notice of recall from layoff, unless time is extended by the City; and
- d. Service or medical retirement.

Section 8.7. The I.U.P.A. and individual officers of the Shawnee Police Department shall have access to a current seniority list.

ARTICLE 9

I.U.P.A. RIGHTS AND RESPONSIBILITIES

Section 9.1 This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, or annexation, transfer or assignment of party hereto, or affected, modified, altered, exchanged in any respect whatsoever by change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

Section 9.2 After written notice to the Police Chief, I.U.P.A. representatives may be granted time off without loss of pay to conduct union business (including without limitation the processing of grievances, attendance at arbitrations, or appearing with members at hearings or interviews). I.U.P.A. representatives may be granted time off without loss of pay to attend union seminars, workshops or conventions, up to an accumulative maximum of eighty (80) hours per contract year. No more than two (2) members per shift may be absent on I.U.P.A. business. A log will be maintained in the office of the Police Chief to record the use of I.U.P.A. business time, and time used shall be initialed by the Police Chief and the I.U.P.A. President or their designees. Time off shall be granted so long as it does not impede the operation of the Police Department as determined by the Police Chief.

Section 9.3 After written notice to the Police Chief, on duty officers will be allowed to attend I.U.P.A. meetings. Attendance of the meeting shall be limited to one (1) hour per month. Attendance of the meetings shall not impede the operation of the department and officers must respond immediately to emergencies.

Section 9.4 After written notice to the Police Chief, union representatives may be granted time off without loss of pay to attend negotiations with the City from fifteen (15) minutes before the meeting, throughout the meeting, and fifteen (15) minutes after. The parties will schedule meetings so as not to impede the operation of the Police Department.

Section 9.5 The City agrees not to discriminate against any officer for his/her activity on behalf of, or membership in the I.U.P.A., or its affiliate organizations.

Section 9.6 The City agrees that I.U.P.A. membership dues shall be deducted from each member's biweekly pay check, and forwarded to the treasurer of the I.U.P.A.. The I.U.P.A. agrees to pay a collection fee of twenty five (25) cents per member, per month.

Section 9.7 The City agrees to provide space located in the police department squad room for an I.U.P.A. bulletin board to be used for posting I.U.P.A. informational notices and business. I.U.P.A. bulletins, notices, and notes may be placed on this I.U.P.A. bulletin board and in officers' mail slots only.

ARTICLE 10

AUTHORITY OF OFFICERS

Section 10.1 The City recognizes that police officers are police officers twenty-four (24) hours a day, seven (7) days a week, with full arrest powers, consistent with the Statutes of the State of Oklahoma, and the Ordinances of the City of Shawnee. As such, officers shall be held to the same standards of conduct off duty as on duty when invoking police powers.

Section 10.2 Cross Commissions:

- a. The City of Shawnee may enter into standard cross-commission relationships with other law enforcement entities with jurisdiction in Pottawatomie County, with the exception of Tribal Law Enforcement entities.
- b. That agreement will reflect that except in case of emergency, other agencies must get approval from supervisors on duty before calling in Shawnee Police Department Employees.
- c. That agreement will reflect that Shawnee Police Department Policies and Procedures control in case there is a conflict with the Policies and Procedures of any other agencies.
- d. The City and IUPA agree that:
 - (i). Holding commissions of another agency is not a requirement to be an SPD officer, and the loss of other commissions does not affect the City of Shawnee commission, although it may result in a reassignment away from a joint task force. Should the City determine that the revocation of commission by the other agency is as a result of conduct which violates the City's policies and procedures (after following provisions of its investigation and discipline policies), the City may impose discipline in accordance with its policies. Loss of an outside agency commission may result in a reassignment away from any joint task force.
 - (ii). The City of Shawnee will provide workers' compensation and liability coverage to officers when they are exercising duties under the cross-commission.

ARTICLE 11

OVERTIME AND HOURS OF WORK

Section 11.1 All officers of the Shawnee Police Department shall be eligible for overtime. Overtime shall be computed on one-quarter (1/4) hour increments for all time in excess of forty (40) hours worked, and/or authorized leave with pay per calendar week at one and one-half (1 1/2) times the regular hourly rate of pay.

Section 11.2 An officer required to return to work after the completion of his/her regular shift, or required to work on his/her regular day off, will be assured of two (2) hours at straight time pay. The provisions of this section shall not apply to officers assigned to standby for call out.

Section 11.3 Officers assigned to standby for call out shall receive compensation in accordance with Section 1 herein above for time worked when called out while on stand by for call out. Officers assigned to standby for call out shall be compensated an additional two (2) hours per day at straight time pay for being on standby.

Section 11.4 Officers, with consent of the Police Chief, may elect the option to accumulate two hundred forty (240) hours compensatory time in lieu of any other provision herein. Compensatory time will accumulate at one and one-half (1 1/2) hours for every hour of overtime worked. The election of compensatory time or pay shall be made within the pay period that the overtime was worked.

Section 11.5 The normal workday for patrol shall consist of ten (10) continuous hours. Management reserves the right to temporarily adjust the hours of work in emergency situations if staffing levels fall below 10 officers for an extended period of time where citizen and officer safety becomes jeopardized. At that point, the chief would discuss with the e-board the reasoning behind the change before implementing. This would be done on a per-shift basis. Lunch and rest breaks shall be considered part of the normal work day. The normal pay period shall consist of fourteen (14) calendar days, with a total of eighty (80) work hours.

Section 11.6 For those working 10 hour shift schedule will be allowed to take a one hour lunch break and will be allowed two twenty (20) minute rest breaks, one for each half of the shift.

For those working 8 hour shift schedule shall be allowed to take two fifteen (15) minute rest breaks, one for each half of a shift and shall be allowed to take a forty-five (45) minute lunch break.

Every effort will be made by the City to see that the officers receive their breaks; however, should the shift supervisor determine that unusual and emergency circumstances exist so that allowing for a break would disrupt essential or emergency services, breaks will not be allowed.

Section 11.7 Rest periods shall not be taken continuous to the lunch period; neither rest nor lunch periods will be taken immediately after the beginning of the shift or immediately prior to the end of the shift.

Section 11.8 Whenever it will not be disruptive to the operations of the department, officers assigned to K-9 duties will be allowed thirty minutes at the end of the shift devoted to the care and maintenance of his/her assigned dog. The officer will be allowed to perform the care and maintenance either at the station or the officer's home depending on the needs of the animal. The officer shall inform the shift Lieutenant of where the care will occur. In the event the officer is not allowed the thirty minutes of on duty time on the officer's assigned shift for the care and maintenance of his/her dog, the officer will be allowed an additional 30 minutes of compensated time for the care and maintenance of his/her dog for that day. Officers assigned to K-9 duties shall be allowed thirty (30) minutes of compensated time for the care and handling of his/her K-9 for each day the officer is off duty. Any additional time needed for the care, maintenance and training of the assigned K-9 must be approved in advance by the shift Lieutenant, except in the case of emergency.

ARTICLE 12

TRAVEL ALLOWANCE

Section 12.1 If an officer is subpoenaed out of the City of Shawnee for court proceedings which may arise from his/her employment as an officer of the Shawnee Police Department, or if he/she is required by the City to attend training school, the City shall supply the officer with a departmental vehicle or other suitable transportation. Should there not be suitable transportation, the City agrees to pay the current rate per mile as established by the Internal Revenue Service, provided prior approval is given by the Police Chief. Provided further, the City agrees only to the provisions as described in this Article for reasonable to and from travel time.

ARTICLE 13

UNIFORMS, EQUIPMENT, AND

REPLACEMENT POLICIES AND ALLOWANCES

Section 13.1 Each officer of the Shawnee Police Department shall be allocated twelve hundred (\$1,200) dollars per year for the purchase, cleaning, and repair of uniforms and accessories.

Section 13.2 Allocations will be made directly to each individual officer on or as near as practical to August 1st during this Agreement. All new officers who are CLEET certified will receive the uniform allowance prior to starting their FTO training. Those new hires who are not CLEET certified will be paid their uniform allowance after CLEET advises they are on track to successfully graduate from CLEET and prior to starting their FTO training; however, no officer shall receive more than twelve hundred (\$1,200) dollars during the fiscal year.

Section 13.3 Personal property reasonably needed by officers while on duty which is damaged or destroyed while they are performing their duty shall be repaired or replaced at a dollar value acceptable to and approved by the City. The City will only provide reimbursement for the cost of replacing a personal item if it is replaced with an item of substantially similar value and quality as the damaged item (i.e. the City will not pay for an "upgrade" of an item). The City will only reimburse employees for the actual cost to the employee of replacing the items (e.g. where employees have vision insurance, the City will only reimburse the employee for the cost "to the employee" of replacing the eyeglasses, not the total cost of the eyeglasses). There shall be a maximum amount the City will pay for certain items. Generally speaking, the City will pay no more than one hundred fifty (\$150.00) dollars. For watches, the cap shall be fifty (\$50.00) dollars. Prescription eyeglasses (including prescription sunglasses) shall not be subject the cap. The City will replace cell phones damaged while used in the line of duty at full replacement cost and such will be exempt from any cap.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 14.1 The I.U.P.A. or any officer of the Shawnee Police Department covered under this Agreement may file a grievance within twenty (20) calendar days of alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 14.2 The I.U.P.A. President, or his authorized representative, may report an impending grievance to the Police Chief in an effort to forestall its occurrence.

Section 14.3 Any controversy between the City and the I.U.P.A. or any officer concerning the interpretation, enforcement, or application of any provision of this Agreement, shall be adjusted in the following manner:

- a. The grievance shall be submitted in writing by the officer, and the IUPA, to the Police Chief, or his designee, within twenty (20) days of the alleged occurrence. The answer shall be submitted in writing by the Police Chief or his designee within twenty (20) calendar days to the officer(s) involved, and to the I.U.P.A. President.
- b. If the grievance is not settled by the provision of Section 3a of this Article, it shall be submitted in writing to the I.U.P.A. Grievance Committee. Within twenty (20) calendar days of the Chiefs written response, the I.U.P.A. Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms of and the conditions of this Agreement.
 - (i) If the I.U.P.A. Grievance Committee finds a grievance does exist, the Grievance Committee shall submit, in writing, the grievance to the City Manager for adjustment; or
 - (ii) If the I.U.P.A. Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.
- c. The City Manager shall submit his answer in writing to the I.U.P.A. Grievance Committee and to the officer involved within twenty (20) calendar days. If the City Manager and the I.U.P.A. Grievance Committee have not settled the grievance within twenty (20) calendar days, either the City or the I.U.P.A. may submit the grievance to arbitration for adjustment as follows:

- d. A request shall be made for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. As an alternative, the parties may agree to use any arbitrator who has been approved to serve as a mediator or arbitrator under the State Merit System or who has been approved to serve as a mediator or arbitrator by the United States District Court for the Western District of Oklahoma.
- e. Unless one of the alternative options set forth above has been utilized by the parties, within fifteen (15) calendar days from receipt of such panel, a representative of the I.U.P.A. and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
- f. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set within fifteen (15) calendar days from the date the arbitrator is notified of his/her selection.
- g. After the conclusion of the hearing, the arbitrator shall issue written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the I.U.P.A. and the City.
- h. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- i. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievance.
- j. The cost of the impartial arbitrator shall be shared equally between the I.U.P.A. and the City. If a transcript of the proceedings is requested, the party so requesting shall pay for it.

Section 14.4 All time limits set forth in this Article may be extended by mutual consent, but, if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he/she shall have no further right to continue the grievance. If the date an action is to take place falls on a Saturday, Sunday, or legal holiday as set forth in Article 15, then the act shall be performed on the next regularly scheduled business day.

Section 14.5 It is specifically and expressly understood that filing a grievance under this Article, which has its last step, arbitration that is final and binding, constitutes an election of remedies and a waiver of any and all rights of the parties, the I.U.P.A. and City or representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure in any court or other appeal forum. The only exception to this rule is that either party may seek to vacate any decision of an arbitrator contemplated herein under the following conditions.

- a. Where procured by corruption, fraud, or other undue means;
- b. Where the arbitrator was guilty of partiality, corruption, or misconduct;
- c. Where the arbitrator exceeded his powers or so imperfectly executed them that a final, definite and mutual award upon the subject matter submitted was not made;
- d. Where the award is in violation of state and/or federal law.

ARTICLE 15

HOLIDAYS

Section 15.1 All officers shall be entitled to eleven (11) holidays per calendar year. The authorized holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Friday After Thanksgiving Day
Christmas Eve Day	December 24th
Christmas Day	December 25th

Section 15.2 The City agrees that, if a holiday provided in the above schedule falls on an officer's regularly scheduled day off, the officer shall be paid his/her regular rate of pay for the holiday, or the officer may elect to take equivalent time off during the following twelve (12) months, provided the normal operations of the Shawnee Police Department are not impeded. At no time shall an officer have an excess of eleven (11) accrued holidays.

Section 15.3 The City agrees that, if an officer is required to work on a holiday provided in the above schedule, the officer shall be compensated at his/her regular rate of pay for the holiday plus one and one-half (1 1/2) times the regular rate of pay for the hours actually worked on the holiday.

Section 15.4 An officer on an authorized leave with pay on the day the holiday falls or if the holiday falls on his/her regular day off, the officer shall be paid for the holiday and his/her paid leave for that day shall be extended to be taken off at another time. Holidays shall not be construed to build up time over forty (40) hours in a calendar week.

Section 15.5 No officer shall be compelled to split his/her days off without his/her expressed consent.

Section 15.6 Patrol supervisors shall not be compelled to take a holiday if it is their regularly scheduled working day and they choose to work rather than take off.

Section 15.7 Upon separation from City service, an officer shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

Section 15.8 Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

ARTICLE 16

VACATIONS

Section 16.1 All officers shall receive vacation time in accordance with the number of years continuous service with the City, as follows:

<u>Years</u> <u>Service</u>	<u>Biweekly</u> <u>Accrual</u>	<u>Yearly</u> <u>Accrual</u>	<u>Maximum</u> <u>Accrual</u>
1 - 5	3.08 hours	80 hours	160 hours
5 - 10	4.62 hours	120 hours	240 hours
10 - 15	6.15 hours	160 hours	320 hours
15 and above	7.70 hours	200 hours	400 hours

Section 16.2 Officers may use vacation in any manner they choose, so long as the normal operations of the Police Department are not impeded.

Section 16.3 Upon separation from City service, an officer shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

Section 16.4 Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

ARTICLE 17

SICK AND EMERGENCY LEAVE

Section 17.1 Sick leave may be taken when an officer is unable to perform his/her duties because of a personal injury or illness. The supervisor on duty shall be notified one (1) hour prior to taking sick leave.

Section 17.2 An officer shall accrue sick leave at the rate of 4.62 hours per biweekly pay period. The maximum accrual shall be nine hundred sixty (960) hours.

Section 17.3 In the event of death, serious injury or illness in the immediate family, an officer may be granted emergency leave. Emergency leave shall be leave with pay charged to sick leave and shall not exceed three (3) consecutive work days. However, in an extreme situation, emergency leave may be extended by the City Manager or his or her designee. Immediate family shall be defined as follows: Spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, former guardian, grandparent, or grandchild.

Section 17.4 Officers shall receive one (1) additional vacation day on December 31st, provided no sick leave was used during the previous twelve (12) months of uninterrupted employment. The additional vacation day will not be lost if the vacation accrual at December 31st is at the maximum allowed.

Section 17.5 To encourage the prudent and proper use of the sick leave benefit described in Article 17, the following cash inducement is agreed to: Upon retirement, Officers shall, receive the cash equivalent of one third (1/3) of their total sick leave hours available as of their retirement date, at the hourly dollar rate which the Officer is currently receiving, up to a maximum of three hundred twenty (320) hours.

Section 17.6 The Police Chief, or his designee, when requested by a pregnant member or her doctor, and upon certification of such pregnancy by the attending physician, shall provide limited duty to her if she is assigned to field duties or to other duties that might be hazardous to her and/or her unborn child. She shall continue on such limited duty unless she requests the use of Vacation Leave, Sick Leave, Compensatory Time, or leave available under the Family and Medical Leave Act of 1993.

Section 17.7 Fathers may be granted paternity leave in the form of Sick Leave, Vacation Leave, Compensatory Time or leave available under the Family and Medical Leave Act of 1993.

Section 17.8 An officer may elect to take unused vacation, compensatory time, holiday leave and 1/3 sick leave and convert the unused leave into Terminal Leave upon the approval of the Chief of Police. The officer must sign an irrevocable letter of retirement with the date of separation to be the end of terminal leave. The officer will not be subject to recall, will not have police powers, will

not be eligible for a vehicle, will not accrue leave or be paid for holidays, will surrender his badge, commission, department issued handgun and all other department equipment on the date terminal leave begins and will not be eligible for worker's compensation during terminal leave. The officer may start another career while on terminal leave status so long as that new career does not reflect poorly on the Department or the City of Shawnee, as determined by the Chief of Police. At the end of terminal leave, the officer shall receive the items listed in Policy 203.

ARTICLE 18
MILITARY LEAVE

Section 18.1 Military leave shall be granted to eligible officers as provided by State Statutes.

- a. For information only, State Statutes currently provide for thirty (30) days paid leave per federal fiscal year.
- b. Officers shall notify their Supervisor of their military schedule as soon as possible after the schedule becomes available.

ARTICLE 19

INJURY AND WORKERS' COMPENSATION

Section 19.1 All officers shall be covered by the provisions of the Workers' Compensation Act during the performance of their duties. An officer injured while performing his/her assigned duties shall be entitled to the provisions of the Workers' Compensation Act. No officer on occupational injury leave shall receive a combination of workers' compensation and salary in excess of or less than his/her regular pay.

Section 19.2 When an officer has been injured during the performance of his/her duties, he/she must report the injury as soon as possible, regardless of the extent, to the immediate supervisor. If the officer is unable to do so, the supervisor must make the report.

Section 19.3 The officer and/or supervisor must report the injury to Human Resources as soon as possible so that necessary care can be arranged by Human Resources.

Section 19.4 An officer on workers' compensation paid leave shall exercise reasonable and necessary care during the recuperation process.

Section 19.5 Any officer injured while performing his/her assigned duties and absent from work for more than one (1) shift shall not be charged with his/her accrued sick leave. The officer shall be limited to six (6) months, as in accordance to the pension law (11 O.S. Supp. 1993 § 50-116.1). Sick leave will be accrued while off duty because of an on-the-job injury.

Section 19.6 Limited ("Light") Duty may be made available to employees who are temporarily disabled due to an on-the-job injury or job-related illness.

When an employee is released to return to limited duty, he will be temporarily assigned to duties consistent with his limitations or restrictions. The Chief of Police shall determine whether a limited duty position is available and length of time that position will be provided. If the Chief determines a position is available within the Police Department, Municipal Court, or Emergency Operations and it is within the restrictions set by the employee's physician, the officer shall be required to accept the position. If a position is available outside the Police Department, Municipal Court, or Emergency Operations, the employee shall not be required to accept it.

Examples of limited duty include, but are not restricted to:

- Taking reports
- Checking pawnshops
- Assisting in records entry, filing, etc.
- Background checks for licenses issued by City
- Investigation that can be done by telephone or computer
- Answering telephone

Assisting in dispatch
Assisting as bailiff in municipal court
Computer/Phone/Records searches for warrant service
Telephone contacts for warrant service
Planning, mapping, telephone assistance in EOC
Inventory
Evidence collection and organization
Accreditation

Procedure:

1. The employee will have his attending physician complete a work status form listing all work restrictions or special assignments.
2. The employee will submit the report to the Chief of Police.
3. The employee will provide a follow up physician's re-evaluation and report every thirty days (30) or more frequently if requested. If the physician's restrictions are changed, the City may adjust or end the light duty status. The Light Duty status will be extended in thirty day increments, depending on the physician's findings, but shall not exceed ninety days.
4. The Chief of Police, in consultation with the Human Resources Director, will determine whether there is a position where the employee can provide assistance within reasonable accommodations, and will re-evaluate at least every thirty days.
5. Copies of all evaluations and assignments will be placed in the employee's confidential medical file .
6. Should the employee's disability or restrictions become permanent or an extension of limited duty not be granted, this limited duty provision shall come to an end and the employee shall be evaluated in accordance with other leave, retirement, or assignment policies of the City of Shawnee and applicable law.

There are no permanent light duty assignments within the Police Department. Limited duty is not an inherent right of employment but a principle of sound personnel management to temporarily utilize employees who are recovering from on-duty injuries or job-related illness and cannot yet return to their regular full duty status.

If an employee's restriction includes number of hours he can work, he may be granted limited duty for those hours with the remainder of his regular pay as injury (workers' compensation) leave.

Section 19.7 Officers shall comply with work restrictions imposed by the officer's treating physician. Officers shall not engage in any secondary employment or other activities that would be in violation of restrictions imposed by the officer's treating physician. Officers that are restricted from returning to police duties will be prohibited from secondary security work until the officer is returned to full duty.

ARTICLE 20

HEALTH AND LIFE INSURANCE

Section 20.1 The City agrees to make group health insurance coverage available to all officers and their dependents.

The City agrees to contribute the following amounts (per month) toward insurance coverage for fiscal year 2018-2019:

Employee:	\$401.52
Employee/Spouse	\$756.72
Employee/Child(ren)	\$705.56
Family:	\$981.26

Section 20.2 The City agrees to provide all officers with life insurance at no cost, in at least the following amounts:

Death Benefit	\$20,000
Accidental Death	\$20,000
Dismemberment, up to	\$20,000

ARTICLE 21

EDUCATIONAL INCENTIVE AND TUITION ASSISTANCE

Section 21.1 Educational Incentive - The City agrees to compensate officers educational incentive for successful completion (letter grade of "C" or better for each college hour) of college credit hours, applicable to a degree in the field of police protection. The City agrees to compensate officer's educational incentive for successful completion of a degree in the field of police protection regardless of the letter grade. Upon receipt of an officially sealed college transcript, the City shall pay officers incentive as per the following schedule:

<u>College Credit Hours</u>	<u>Hourly Rate</u>
32	0.12
66 (or Associates Degree	0.24
90	0.36
124 (or Bachelor's degree	0.48
156	0.60
192 (or Master's degree)	0.72

The above schedule shall apply to all officers as they become eligible. The amount now being paid officers for college credit hours shall remain the same until such time as the above schedule exceeds the amount they presently receive.

Section 21.2 Tuition Assistance – Tuition reimbursement requires the budgeting of funds. Officers are required to provide the City with advance notification for the purpose of budgeting funds for reimbursement. Tuition assistance for officers of the Shawnee Police Department will be provided for those officers who have requested courses prior to enrollment, and which are administered by an accredited college, university or technical training center. The request, with a list of courses to be taken, will be submitted by the officer to the Police Chief for final approval by the City Manager. To be acceptable for reimbursement of tuition and books, each course must provide training which will tend to improve the services which an officer was hired to perform, and be completed with a grade of "C" or better. Reimbursement will be limited to the going rate, per credit hour, for tuition at a Public Oklahoma State University, during the semester in which the course is taken. The City will not reimburse for fees assessed by the institution, such as parking, activity fees, and the like. Upon successful completion of the course(s) each semester, the officer will initiate a claim for reimbursement by presenting an itemized receipt and a copy of the grade report from the college, university or technical training center.

- a. All officers shall be reimbursed in full no later than forty-five (45) calendar days from the day on which the copies of the grade report and paid receipts are submitted to the Police Chief's office.
- b. Any officer who is attending any school, college, or university, and who has so notified the Police Chief and shift supervisor ten (10) days prior to the first day of class, shall receive

reimbursement for tuition and books purchased, in the event that his work shift and/or days off is changed so as to prevent attendance at the classes.

ARTICLE 22

INCENTIVE PAY

The parties agree that incentive pay shall be deemed "grand-fathered" for those members receiving the incentive pay prior to June 30, 2000, and incentive pay shall continue for all officers receiving incentive pay prior to June 30, 2000 (except those incentives specified below), provided that any re-certification requirements must be maintained.

Section 22.1 Firearms Proficiency Incentive - The City agrees to compensate officer's firearms proficiency incentive to officers who meet the standard as per the following:

<u>Level</u>	<u>Standard</u>	<u>Hourly Rate</u>
7. Marksman	88%- 92%	\$.20
8. Sharpshooter	96%- 100%	.30

The incentive course shall be the current CLEET qualifying course. The officer's qualifying score shall also be his/her incentive score. The combined qualification/incentive shoot shall be conducted on an annual basis, during August, September, or October, and shall be certified by a CLEET qualified firearms instructor or a CLEET certified range line safety person. Dates and times shall be selected and posted by the Police Chief. The targets and course of fire for the incentive shoot shall be in accordance with the current applicable CLEET standards.

Firearms proficiency incentive compensation shall be paid upon certification approved by the Police Chief and forwarded to the Personnel Office.

The City provides officers the ammunition needed to qualify. If an officer fails to obtain the Marksman or Sharpshooter level he/she shall be provided two (2) additional attempts to be completed by the end of the scheduled qualification date(s). Alternative or additional days will be selected by the Police Chief if conditions exist (i.e., inclement weather, etc.) that would tend to lower qualification scores.

The City shall furnish each Officer one thousand (1000) rounds of practice ammunition for their department issued duty handgun or approved personal duty handgun provided said handgun is of the same caliber as the department issued handgun. The ammo will be issued as close to the beginning of the fiscal year as possible if available in inventory. An additional two hundred (200) rounds of practice ammunition during the required yearly qualification period. The Officer may decline to receive the ammunition.

Section 22.2 Field Training Officers will receive an additional two (2) hours of compensable time for every shift the FTO is assigned a trainee.

ARTICLE 23

LONGEVITY

Section 23.1 To encourage career service, longevity pay shall be granted in addition to the base wages as shown on Appendix A. It shall be based upon the total years of continuous service with the City.

Section 23.2 Longevity shall be computed based on the last date of hire with the City, as per the following schedule:

<u>Years of Continuous Service</u>	<u>Hourly Rate</u>
4	\$.34
5	.38
6	.43
7	.47
8	.52
9	.56
10	.60
11	.65
12	.69
13	.74
14	.78
15	.82
16	.87
17	.91
18	.96
19	1.00
20	1.05

Section 23.3 Longevity shall be included with the regular base wages and paid biweekly.

Section 23.4 The above schedule shall apply to all officers as they become eligible. The amount now being paid officers shall remain fixed until such time that the above schedule exceeds the amount they presently receive.

ARTICLE 24

WAGES

Section 24.1 All officers of the Shawnee Police Department shall receive wages according to Appendix A of this Agreement.

Section 24.2 The following indicates both the classification and pay range of the positions covered by the Agreement:

Classification	<u>Pay Range</u>
Police Officer	01
Corporal	05
Sergeant	20
Lieutenant	25
Captain	30

Section 24.3 Upon satisfactory completion of FTO the officer will advance to Step 2. Each year thereafter, on their anniversary date, officers shall be eligible for a merit step increase unless they are in the top step. Anniversary date shall be defined as the date officers obtained their current classification. The merit step increase shall be based on receiving a standard or above rating on the Employee Performance Evaluation.

Section 24.4 When a vacancy exists for the position of Captain or Lieutenant and the Chief or their designee fills that position with an interim, the interim will be compensated by placing them in the first pay step of the rank they are assuming. The interim would remain in the first step until they are relieved of that rank or the rank is filled permanently. This compensation would only apply for an interim assuming the higher rank for 30 calendar days or more.

ARTICLE 25

PROHIBITION OF STRIKES

Section 25.1 It is agreed that there will be no strikes during the term of this Agreement or any extension thereof.

"Strike shall mean the concerted failure to report for duty, the willful absence from one's position, unauthorized holidays, sickness unsubstantiated by a physician's statement, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. Nothing contained in this Article shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same does not interfere with the full, faithful, and proper performance of the duties of employment."

Section 25.2 Violations of Section 1 of this Article shall be grounds for disciplinary action, including discharge for any or all of such employees involved, provided, however, such employees shall have the right to a determination as to whether a violation has occurred in accordance with 11 O.S. Section 51-101; provided, further that disciplinary action, including discharge, shall be for just cause.

Section 25.3 Upon notification in writing by the City to the I.U.P.A. that certain of its officers are allegedly engaged in one or more of the prohibited activities listed in Section 1 of this Article, the I.U.P.A. shall immediately, both publicly and in writing, order such officers to return to work at once, and to discontinue such prohibited conduct. Such notification by the I.U.P.A. shall not constitute an admission by it or any of its officers that any of the prohibited activities are actually in process or have taken place. The notification shall be made solely on the representation of the City. In the event any one or more of the prohibited activities occurs, the I.U.P.A. agrees to take all reasonable effective and affirmative action to insure that all officers perform their regular duties as promptly as possible, as provided by law.

ARTICLE 26

SAVINGS CLAUSE

Section 26.1 If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and, to this end, the provisions of this Agreement are severable.

Section 26.2 All amendments to this Agreement shall be numbered, dated, and signed by the City and the I.U.P.A., and shall be subject to the provisions of this Agreement, unless the terms of said amendments specifically delete or change a provision of this Agreement; and all amendments shall become a part of this Agreement as if specifically set forth herein.

Section 26.3 Any appendices to this Agreement shall be numbered, dated, and signed by the City and the I.U.P.A., and shall be subject to the provisions of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement; and all appendices shall become a part of this Agreement as if specifically set forth herein.

ARTICLE 27

ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

Section 27.1 Policy Statement: The City recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol, or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing, or being under the influence of an illegal chemical substance and/or alcohol during working hours while on City property, or while using City equipment, will be subject to discipline up to, and including, termination of employment.

Section 27.2 Effective Date: This policy will be effective 10 days after ratification of the Collective Bargaining Agreement and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 27.3 Application: This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §§ 551 *et seq.*, as amended ("the Act") and, where relevant, with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Part 40.

Section 27.4 Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but before final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug and/or alcohol test will be considered as a refusal to undergo a test.

Section 27.5 For Cause Testing: The City may request or require an employee to undergo drug or alcohol testing at any time it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- a. Drugs or alcohol on or about the employee's person or in the employee's vicinity,
- b. Conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
- c. A report of drug or alcohol use while at work or on duty,
- d. Information that an employee has tampered with drug or alcohol testing at any time,
- e. Negative performance patterns, or
- f. Excessive or unexplained absenteeism or tardiness;

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug and/or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the Human Resources Department.

The employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The employee will not be allowed back to work until the results of the test are known.

Section 27.6 Post-Accident Testing: Post-accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post-accident alcohol and/or drug test may use any alcohol and/or drugs of any kind following the accident until he/she undergoes the post- accident testing.

Section 27.7 Random Testing: The City may, at various times, randomly select members for unannounced random testing for drugs and/or alcohol:

Section 27.8 Scheduled, Periodic Testing: The City may require an employee to undergo drug and/or alcohol testing as part of a routinely scheduled employee fitness for duty medical examination or in connection with the employee's return to duty from a leave of absence.

Section 27.9 Post-Rehabilitation Testing: The City may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to 2 years after the employee's return to work following a confirmed positive test result or following participation in a drug and/or alcohol dependency program. Post-rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 27.10 Universal Testing. The City will test every employee at least once each contract year. The universal testing program will be separate from the Random Testing in terms of selection, but the procedures shall otherwise be the same. As a result, some employees will be tested more than once during the contract year.

Section 27.11 Substance for Which Tests May Be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, steroid, or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA).

Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 27.12 Methods and Documentation: All methods of collection and documentation of such shall be pursuant to 40 O.S. 2001 §§ 551 *et seq.*

Section 27.13 Costs: The City is responsible for all costs associated with drug and/or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within 24 hours of receiving notice of a positive test result to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 27.14 Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug and/or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 27.15 Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret, and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee before notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

Section 27.16 Confidentiality: The City will treat all test, and all information related to such test, as confidential materials. All records relating to drug testing will be kept separate from personnel records. The records are the property of the City, but will be made available to the affected applicant or employee for inspection and copying upon request, and these records will also be available for review by the City's Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records:

- a. To comply with a valid judicial or administrative order;
- b. As admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City is named as a party in the case or proceeding; or
- c. To employees or agents of the City who need access to the records in connection with the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 27.17 Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug and/or alcohol test. Action taken will be subject to the CBA grievance procedure.

a. Employees who approach the City an hour before any testing begins may ask for referral to the Employee Assistance Program and a chance to enter a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to 2 years. Employees who have been offered the opportunity to participate in a rehabilitation program will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug and/or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a "return to work" test no sooner than 2 weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this Policy will be subject to disciplinary action.

b. An employee who has a positive test result after returning from rehabilitation will be terminated. Any future recurrence of abuse with the same or any other substance will result in termination of employment.

c. An employee who is discharged from employment on the basis of refusal to undergo drug and/or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation, and the City will protest any application for unemployment benefits.

Section 27.18 Prohibitions: No employee may report for duty within 4 hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol or use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment, or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 27.19 Responsibilities of Individuals: To comply with the provisions of this Policy, each employee assumes the following responsibilities:

a. Working Under the Influence of Performance Impairing Medication: Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors before beginning work.

b. Reporting to Work or Working While Impaired: Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this Policy.

c. Reporting Violations: The services provided by certain employees are performed, at times, under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this Policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

FOR ADDITIONAL INFORMATION REGARDING THE SPECIFICS OF STATE AND FEDERAL LAW AND DEPARTMENT OF HEALTH REGULATIONS PERTAINING TO DRUG TESTING, AS WELL AS THE CITY'S OBLIGATIONS FOR REPORTING, PLEASE CONSULT THE HUMAN RESOURCES OFFICE.

ARTICLE 28

POSITION OF CORPORAL

Section 28.1 Upon the completion of a minimum of four years of service as a Shawnee Police Officer, and upon obtaining, at a minimum, a C.L.E.E.T. Intermediate Law Enforcement Certification, or upon completion of four (4) years of active duty military service (actual time spent on active duty or actual drill time in the Military Reserve or National Guard may be credited toward the four year requirement), an officer shall automatically advance to the rank of Corporal. However, officers on disciplinary probation or suspension shall not be eligible for advancement to the rank of Corporal until completion of the probation or suspension.

Section 28.2 Officers who believe they meet the qualifications set forth above must submit notification to the Chief of Police in writing, attaching a copy of his/her C.L.E.E.T. Certification and/or military service record(s). The change in status shall become effective beginning with the pay period following written notification to the Chief of Police, providing there is no dispute as to satisfaction of qualifications. Any Officer refused advancement to the rank of Corporal shall be entitled to the grievance rights set forth in this agreement.

Section 28.3 The rank of Corporal shall be deemed a non-supervisory rank, but Corporals shall serve as mentors to newer officers. The compensation for such rank shall be as set forth in Addendum "A" hereto. In the event that a Lieutenant or Sergeant is not available for all or part of a shift, the Corporal with the most time in rank shall be designated as the acting supervisor for that shift or part thereof. An announcement of such designation shall be made at the beginning of the shift or as soon thereafter as is practicable. The Corporal so designated may direct and supervise the patrol officers on the shift to ensure the orderly and efficient performance and completion of assigned duties and reports and to ensure the proper use, care and maintenance of department property. The Corporal may not discipline an officer on the shift. If the Corporal assigned temporary supervisory duties believes that discipline may be warranted, he/she will prepare a written report and submit the same to the shift Lieutenant. If the Corporal believes that immediate action is necessary for the safety and well being of the officer, the department and the citizens of the community, he/she is to contact the Chief of Police or his/her designee for guidance. Any Corporal who is designated as the acting supervisor and who serves in that capacity for four (4) or more hours during a shift shall receive compensation for that shift at the Step 3 rate for Sergeants as outlined in Addendum "A."

ARTICLE 29

PROMOTION POLICY

SECTION 29.1 All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein.

SECTION 29.2 It is the purpose of this procedure to assure all employees an equal opportunity to compete in promotional examinations which shall be free of favoritism, personalities and politics. The goal of this procedure is to select the most qualified individual available for the position in an organized and orderly manner.

SECTION 29.3 The Chief of Police will designate an officer to serve as test administrator for all promotional testing. The test administrator will administer the promotional examinations in accordance with this policy.

SECTION 29.4 Written promotional tests shall be developed specifically for the Shawnee Police Department, and for the individual ranks to be tested, specifically: Sergeant, Lieutenant, and Captain. The tests shall be developed by a mutually agreed to outside source.

The subjects of the tests questions shall be limited to Oklahoma Titles 47 and 21, Shawnee City Ordinances relating specifically to Criminal and Traffic Laws, Shawnee Police Department Policies and Procedures, and the Collective Bargaining Agreement between the City of Shawnee and the Shawnee Police Association.

All test questions shall have multiple choice answers only. The pass point for the written tests shall be 70%, provided that 70% is an achievable score, as determined by the test developer.

The tests shall be maintained, administered, and graded by the same source that developed the test in order to maintain the confidentiality of the test questions and answers.

SECTION 29.5 After the written tests have been graded, the test administrator will review the test with each individual candidate. The test review shall be complete, including allowing each candidate to review his/her answer sheet, and providing correct answers to any missed questions. Each candidate shall be informed of his/her test score. All test scores will be posted by social security number following completion of the written test phase.

SECTION 29.6 The date a vacancy is announced shall serve as the determining date of eligibility for time in grade requirements, or time of service requirements, for the announced promotion.

SECTION 29.7 Vacancy announcements shall be posted for thirty (30) days prior to the date of the beginning of the examination process. The announcement shall include the job description for the vacant position, and the date, time, and location for each phase of the promotional testing.

Test questions shall be obtained from materials available to all applicants. A list of these materials shall be posted in conspicuous places throughout the Police Department at the same time the vacancy is announced and posted, and this list of materials shall remain posted for thirty (30) days prior to the date of examination.

SECTION 29.8 The top six (6) candidates, that score 70% or above on the written test, shall qualify to compete in the assessment process. In the event of a tie for the sixth position, all officers tied for that position shall be permitted to compete in the assessment process.

SECTION 29.9 The Chief of Police shall establish an assessment board of three (3) police officers of equal or higher rank to the vacancy being filled. All assessors shall be formally trained in the assessment process. All assessors shall be from police departments of cities with a population of 15,000 or greater. **No assessors shall be from within the Shawnee Police Department.**

SECTION 29.10 The competitive assessment process shall focus on job knowledge, poise, leadership abilities, verbal communication skills, written communication skills, and other skills as specified in the vacancy announcement.

SECTION 29.11 The first phase of the assessment process shall be a review of the written test results of each of the candidates by the assessment board. The written test score will be calculated into the final ranking, and will be one of four scores that shall be averaged by the assessment board.

The second phase of the assessment process shall be the review of each applicants personnel file covering the previous three (3) years. Each candidate shall be present during their review process and will be given the opportunity to clarify or correct any material or information presented to the board. The personnel file review will be scored and averaged into the final score.

The third phase of the assessment process shall be an interview with each candidate. This interview will be to determine what strengths and weaknesses each candidate believes he/she brings to the position. The interview will be scored and averaged into the final score.

The fourth phase of the assessment process shall be a situational, or scenario, examination to determine how each candidate responds to specific situations. The situational phase shall be scored and averaged into the final score.

This shall be the final exercise of the assessment process.

SECTION 29.12 The assessment board will confer and develop a written consensus report identifying the top candidate, specifically addressing the skills, knowledge and abilities demonstrated by that individual during the assessment process. The top candidate, as determined by the assessment board, shall be the individual promoted to the vacant position.

SECTION 29.13 The assessment board will rank all remaining applicants in descending order and provide this list to the Chief of Police. This list will be posted for one (1) year following the completion of the assessment process. All vacancies in that rank occurring during the next twelve (12) months shall be filled from this list, in descending order.

In the event an individual declines to be promoted, the next individual on the list shall be promoted. However, the person that declined promotion shall maintain his/her position on the list for the remainder of the term of the list.

Each candidate shall be provided with his/her assessment board scores. Assessment board scores for all candidates shall be posted by social security number.

SECTION 29.14 All applicants, for promotion to any rank, must not have been reduced in grade within the last twelve (12) months, and must not be on disciplinary probation or disciplinary suspension on the date of examination.

SECTION 29.15 Eligibility to test for the rank of Sergeant shall be limited to Corporals with three (3) years' time in grade and who hold a C.L.E.E.T. Intermediate Law Enforcement Certificate. Applicants testing for the rank of Sergeant shall be subject to competitive selection through the assessment process.

SECTION 29.16 Eligibility to test for the rank of Lieutenant shall be limited to Sergeants with three (3) years time in grade. In addition, it will be required that all Sergeants testing for promotion to Lieutenant to have served a minimum of twelve (12) months as a supervising Sergeant of commissioned police officers. Applicants testing for the rank of Lieutenant shall be subject to competitive selection through the assessment process.

SECTION 29.17 Eligibility to test for the rank of Captain shall be limited to Lieutenants with three (3) years time in grade. In addition, it will be required that all Lieutenants testing for promotion to the rank of Captain to have served a minimum of twelve (12) months as a supervising Lieutenant of commissioned police officers. Applicants testing for the rank of Captain shall be subject to competitive selection through the assessment process.

SECTION 29.18 All newly promoted officers shall be required to complete their six (6) month probationary period on regular assignment. All Sergeants and Lieutenants will be required to complete twelve (12) months of supervision of commissioned police officers before being promoted to the next rank. **The time in grade requirements specified within this policy shall not be waived.**

SECTION 29.19 Upon promotion to the rank of Sergeant, Lieutenant or Captain, the officer's initial rate of pay will be determined by the officer moving to the first step in the pay scale for the newly acquired rank.

SECTION 29.20 In the event of a dispute arising from this process, it shall be handled as a grievance in accordance with the existing labor management contract. However, grievances resulting from the promotional process must be presented to the Chief of Police within three (3) days of the completion of the assessment process.

If the promotion outcome is in question as the result of a grievance the promotion will not be announced until the grievance is resolved.

If the outcome of the promotion is not affected by the grievance, the promotion shall be announced on the seventh (7) day following the completion of the assessment process. If no grievances are presented within three (3) days of the completion of the assessment process the promotion announcement shall be made on the seventh (7) day following the completion of the assessment process.

ARTICLE 30

INDIVIDUALLY ASSIGNED VEHICLE PROGRAM

SECTION 30.1 The take-home-vehicle program increases the number of police units available to respond to the scenes of reported crimes or other urgent calls for assistance. The program will increase police presence and display to citizens that there are police ready to respond when needed, thereby contributing to their peace of mind. The program enhances the police department's ability to summon off-duty officers in emergencies and have them report in equipped police cars directly to the site where they are needed. The program will improve the maintenance and reliability of police cars by placing the responsibility for personal care of each car on an individual officer.

SECTION 30.2 Police vehicles will not be utilized for off duty employment or personal use. Exceptions to this requirement may be granted by the Chief of Police for off duty security employment such as: Shawnee Public School activities, *i.e.*, football games. Police vehicles will not to be used for transporting non-police personnel, except for official police business or emergencies.

SECTION 30.3 Officers allowed the use of a police vehicle for commuting purposes that acquires 6 or more points on his/her departmental driving record shall forfeit his/her privilege to use the City vehicle for commuting. Reinstatement of the privilege to use a City vehicle for commuting may be made only after ALL points are removed from his/her departmental driving record.

SECTION 30.4 Officers shall be held accountable for the care and cleaning of the unit permitted to be used for commuting.

SECTION 30.5 Condition of Vehicles: Prior to issue, an inventory/inspection of all city- owned property with the vehicle, including serial numbers, will be completed and shall be maintained by the Shawnee Police Department Fleet Supervisor. All vehicles within this program will have basic equipment in them furnished by the department. Any additional equipment must be approved by the Chief of Police before installation. Weapons are not to be stored in police units used for commuting. Shift supervisors are responsible for regular inspection of vehicles, for proper equipment and condition of vehicles. Inspections will include:

1. Interior, exterior, trunk, engine compartment, and equipment.
2. The assigned officer will correct any discrepancies identified during the inspection by the end of the shift, if possible.
3. Sensitive material related to law enforcement will be removed from a vehicle left for repairs or service.

Damage incurred on or off-duty to the vehicle or equipment, whether by accident or the result of intentional acts of vandalism will be reported by the officer assigned to the vehicle as soon as it is discovered. In addition to any required offense report, the officer will submit a written report to the Chief of Police outlining the circumstances of the damage. Damage caused by negligence or abuse may be cause for disciplinary action.

SECTION 30.6 Eligibility: The City shall have the right to determine the number of police vehicles available to be assigned as take home units. The following condition will apply to the assignment of take home units:

1. Vehicles will be assigned based upon seniority.
2. Officers assigned a take-home unit shall live within an eleven mile radius from City Limits boundaries. Chief of Police may approve take-home units for officers who live beyond the eleven mile radius if the officer is assigned to special duties.
3. If the City does not provide a sufficient number of vehicles for all eligible officers to have an assigned take-home unit, officers with the least seniority will be required to utilize an assigned pool car, and share that car with other officers as assigned.
4. Officers must have successfully completed the Field Training Program to be eligible for a take home vehicle.
5. Vehicles will be assigned to each officer by unit number and driven only by the assigned officer, except when directed otherwise by a supervisor.
6. The officer assigned to each vehicle is responsible for cleaning the interior and exterior of their vehicle. The officer assigned is also responsible for seeing that regular maintenance is performed, as scheduled by the Shawnee Police Department Fleet Supervisor or the City of Shawnee Garage Superintendent.
7. Upon receiving a take home unit, each officer shall sign for receipt of the vehicle.

SECTION 30.7 Vehicle parking and Storage: Take-home vehicles will be primarily parked at the residence of the officer during off-duty hours. Off-street parking is preferred. The vehicle should not be garaged unless:

1. The officer lives outside the 11 mile radius.
2. The officer lives in a neighborhood where the neighborhood covenants dictate where a vehicle may be parked.
3. The officer's residence will be vacant for more than 72 hours while that officer is taking vacation or other time off.
4. During inclement weather.

Vehicles will be returned and stored at the city shop or another area designated by the Chief under the following conditions:

- I. Vacation or days off when an officer's residence will be vacant for more than 72 hours and the vehicle cannot be garaged or placed out of public view.
2. On the job injury.
3. Other circumstances which may be directed by the Chief of Police.

ARTICLE 31

SENIORITY SHIFT SELECTION

SECTION 31.1 Each officer assigned to patrol shift duties shall be allowed to select his/her shift assignment on an annual basis, based upon seniority within each rank.

The Chief of Police shall provide the President of the Local, or his/her designee, with a breakdown of each shift, specifying the number of Lieutenants and Sergeants to be assigned to each shift, and the total number of officers to be assigned to each shift, no later than April 15th of each year. The Chief of Police shall also provide the Local with a list of officers, by rank, along with the seniority date of each officer who will be making a seniority shift assignment selection, no later than April 15th of each year.

The Local shall return to the Chief of Police a completed shift selection sheet reflecting shift selections based upon seniority no later than May 15th. The shift selection list will become final as of June 1st, and will be posted at that time. Seniority shift changes will take effect on the first Sunday in July of each year.

SECTION 31.2 Corporals will select before officers holding the rank of Patrol Officer, who shall select last.

APPENDIX A

HOURLY BASE RATE

EFFECTIVE JULY 1, 2018

		START	COMPLETION OF FTO	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS
		1	2	3	4	5	6	7	8
NON-CERTIFIED OFFICER AT DATE OF HIRE	01P	16.76	18.28	19.80	20.42	21.01	21.62	22.22	23.17
CERTIFIED OFFICER AT DATE OF HIRE	01PC	18.28	19.04						
CORPORAL	05P	23.48		24.05	24.67	25.29	25.92	26.56	
SERGEANT	20P			27.18	27.99	28.82	29.53	30.27	
LIEUTENANT	25P			30.97	31.88	32.80	33.60	34.44	
CAPTAIN	30P				35.46	36.34	37.26	38.19	

Approved by Local #3 of the IUPA on the ____ day of _____, 2018.

Dennis Rains, President

Approved by the City of Shawnee on the ____ day of _____, 2018.

CITY OF SHAWNEE

JUSTIN ERICKSON, City Manager

ATTEST:

PHYLLIS LOFTIS, City Clerk

APPROVED AS TO FORM AND LEGALITY THE ____ DAY OF _____, 2018.

JOE VORNDRAN, City Attorney

Regular Board of Commissioners

1.f.

Meeting Date: 06/18/2018

ADP Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to enter into an Agreement with ADP, LLC for Payroll and other Human Resources related services.

Attachments

ADP Memo

ADP Agreement



Office of the City Manager

MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Tammy Johnson, HR Director
Chance Allison, Finance Director/Treasurer
Justin Erickson, City Manager

AGENDA: June 18, 2018

RE: Human Resources Software

BACKGROUND

Currently, the City of Shawnee HR Department utilizes several databases for HR Processing. Before the onset of more updated technology, these were adequate. However, the databases are getting to the point that they can be unreliable and do not offer the robust capabilities of a modern HR Program.

The City's Human Resources Department underwent an exhaustive search over the last year and examined several HR administration programs to see if they would be suitable to use for our needs. We have individually vetted a number of different companies, some of them are: Ascentis, Paycom, Bamboo HR, Sage, and ADP. Based on this review, staff is recommending that the City Commission approve an agreement with ADP, which has a comprehensive HR solution known as *Workforce Now*. With this system, City staff will be able to do time entry, payroll processing, HR processing, evaluations, online benefit enrollment, applicant tracking and much more. It will streamline essential function and save considerable staff time as detailed further below.

Currently for insurance changes, we use an Access database. The insurance database has become unstable and has been known to crash several times during open enrollment. If that happens, we have to restore from a backup and then re-enter all the transactions that happened between the time of the last backup and when the crash happened. This is time consuming and if all transactions are not known, can be a detriment to our employees. With the ADP software, the employees and retirees would be able to make insurance elections online through their personal portal, with changes sent to HR for approval. This would save a lot of time during open enrollment and also during life events where employees add/drop dependents. We would also have a benefits feed directly to the carriers, which would automatically update changes after HR approval.

For applicant tracking, we have an application that is a pdf file that is fillable online. However, many applicants have trouble when it comes to saving the form and emailing it to us. There is also not an email that is generated that tells the applicant that the application has been received, thus causing many phone calls from applicants to make sure we received it. Many of our applications come in through fax or walk-in, which we have to scan and upload into our application folders. With the new system, applicants can set up a portal with their information, then as jobs become available they can apply for those that they are interested in without having to re-enter the information.

Currently, all of the communication between HR and the applicants is done by phone. With the proposed system, we could communicate with applicants through the system. After the department heads and supervisors review applications and select who they want to interview, we can communicate with the applicants through the portal by email and set up job interviews. After a selection is made, we can then notify those applicants who were not selected.

We also are required to have an EEOP (Equal Employment Opportunity Plan) due to the Police Department receiving grants from the Department of Justice. Because of this, we have to track all applications that we receive by race/gender/type of employment. Therefore, after the applications are received, the demographic information must be entered into a database recording this information and the job for which the applicant applied. Currently, all of that is done by hand. With the ADP system, this information would all be tracked automatically.

For our performance reviews, we currently have to generate a list of those employees who will be evaluated, then "fill" a pdf form with each employee's information. The evaluations are sent to the supervisors to conduct evaluations. We have to manually track which evaluations have been returned. After the evaluations have been returned to HR, they must be reviewed and signed by the HR Director, then routed to each of the employee's personnel file. With the ADP software, all of this is streamlined. The evaluations are signed through the system, then routed to HR automatically. A list of those evaluations that have not been completed can be generated through the system and reminders sent at a click of the button.

BUDGETARY IMPACT

The implementation cost for ADP is \$21,550. Additionally, there is an annual cost of approximately \$80,620 (price is based on number of employees). The implementation fee would be paid once the implementation period has been completed. Our projected schedule for going live would be January 1. Therefore, we would only be paying the implementation cost and around \$40,000 for Fiscal Year 18-19. There is no contract and all fees are assessed on a month-to-month basis with a 90-day termination clause.

STAFF RECOMMENDATION

Staff recommends that the City Commission authorize the City Manager to sign an Agreement with ADP for their *Workforce Now* HR platform.

Company Information

City of Shawnee
16 W 9th St
Shawnee, OK 74801
United States

Executive Contact

Tammy Johnson
HR Director
tjohnson@shawneeok.org
(405) 878-1626



350

Total
Employees



\$21,550.00

Implementation
Costs



\$80,620.50

Total Annual
Investment

Expiration

6/15/2018

ADP Sales Associate

David Wyckoff
District Manager Major Accounts
david.wyckoff@adp.com
4055190638

Company Information

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tjohnson@shawneeok.org
(405) 878-1626

Processing Fees and Considerations

Number of Employees: 350 on City of Shawnee



Per Processing

	Count	Min	Base	Rate	Bi-Weekly	Annual
Workforce Now Payroll Solutions	350	-	\$50.00	\$1.20	\$470.00	\$12,220.00
• Essential Plus Payroll						
Employment and Income Verification						
• Employment Verification						



Monthly Processing

	Count	Min	Base	Rate	Monthly	Annual
Workforce Now HCM Solutions	350	-	-	\$5.00	\$1,750.00	\$21,000.00
• Enhanced HR						
• Benefits Administration						
• Health & Welfare Carrier Connections						
• Document Cloud						
Workforce Now Time and Attendance	350	\$2,650.00	-	See Below	\$3,248.00	\$38,976.00
• Enhanced Time						
• Hosting Services						
• Enhanced Scheduler						
• Enhanced Leave						
Talent Management and Activation	350	-	-	\$1.60	\$560.00	\$6,720.00
• Performance and Goal Management						
• Recruitment and Talent Acquisition						
Workforce Now Time and Attendance				\$9.28		
Additional Jurisdiction (if applicable)	2+			\$8.95/month		
International Employees Rate (if applicable)				\$3.00/month		



Annual Processing

	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	350	-	-	\$4.87	\$1,704.50



Total Annual Investment

Total Annual

Workforce Now Services

\$80,620.50

Sales Order

Quote Number
02-2018-168609.3

Company Information

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Shawnee, OK 74801
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HR Director
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Other Considerations

Hardware and Other Fees

- Standard Health & Welfare Carrier Connection Feed Setups

Count

Rate

Setup

3

\$1,100.00

\$3,300.00

Implementation

- Implementation for Workforce Now Payroll Solutions
- Implementation for Workforce Now HCM Solutions
- Implementation for Workforce Now Time and Attendance
- Implementation for Performance and Goal Management
- Implementation for Recruitment and Talent Acquisition
- Affordable Care Act (ACA) - Historical Hours Import up to 18 months

\$1,000.00

\$3,000.00

\$12,250.00

\$500.00

\$500.00

\$1,000.00



Total Other Considerations

Total Setup

Implementation and Setup

\$72,700.00

Implementation Discount Value

(\$51,150.00)

Estimated Total Net Implementation

\$21,550.00

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Important Project and Billing Information

Product

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Billing for Enhanced Time will begin on the date Enhanced Time is available for use by the client in a production environment. The billing counts is based on all non-terminated employees in the Time Module. This count includes practitioners and supervisors.

Billing for all modules bundled under HCM Solutions will begin on the date the ADP Product or Service is available for use by the client in a production environment. The billing count is based on all unique lives in the database paid in the previous calendar month. Any non-terminated employees based outside the United States will be billed separately as International Employees.

Billing for all modules bundled under Talent Activation Suite will begin on the date the ADP Product or Service is available for use by the client in a production environment. The billing count is based on all unique lives in the Workforce Now database paid in the previous calendar month.

The Enhanced Time pricing is based solely on tracking US employees Only. Extra fees will apply for tracking any lives outside the US.

Other

Start Date: Payroll:11/1/2018 | Time:12/13/2018 | HCM:12/27/2018

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date.

Expiration Date: 6/15/2018

Summary

Estimated Annual Net Investment:	\$80,620.50	Total Net Implementation:	\$21,550.00
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The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

Financial
Review

Sales Order
Quote Number
02-2018-168609.3



Company Information

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16 W 9th St
Shawnee, OK 74801
United States

Executive Contact

Tammy Johnson
HR Director
tjohnson@shawneeok.org
(405) 878-1626

ADP, LLC

Client: City of Shawnee

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

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Workforce Now Included Services

Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- One Delivery Location

Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications

Enhanced HR

- ADP Portal with Customized Content
- Paid Time Off (PTO) Accruals Engine
- Multiple Language & Currencies
- Country Specific Workflows & Processes
- Country Specific Custom Fields & Formatting
- Employee and Manager Self Service

Benefits Administration

- Multiple Benefit Plan Types
- Flexible Rate Structures (Age Banded & Salary Tiers)
- Notifications & Approvals
- Invoice Auditing
- Annual 1095-C Forms

Health & Welfare Carrier Connections

Document Cloud

- Secure Cloud Based Document Storage
- Search & Auditing Functionality

Enhanced Time

- Multiple Time Collection Methods
- PTO Management & Reporting
- Request & Approval Workflows
- Scheduling

Hosting Services

- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Online Reports and Pay Statements
- Client access to Electronic Reports and Tools
- Immigration Verifications
- Employee Development Tracking
- Onboarding
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement
- Dependent & Beneficiary Tracking
- Employee Open Enrollment
- ACA Measurement Dashboard
- Evidence of Benefit Offering Screens
- Annual 1094-C Filing
- Digital Employee Record
- Roles Based Security
- Rule Based Calculations
- Enhanced Accruals 'Engine'
- Time Off Request Template
- Access to Mobile Apps

Sales Order

Quote Number
02-2018-168609.3

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United States

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Tammy Johnson
HR Director
tjohnson@shawneeok.org
(405) 878-1626

Workforce Now Included Services

Enhanced Scheduler

Enhanced Leave

Performance and Goal Management

- Custom Performance Review Templates
- 360 Degree Peer Review

Recruitment and Talent Acquisition

- Requisition Process & Reporting
- Post Directly to Job Boards & Social Sites
Media

- Employee Goal Management
- Manager Dashboard

- Metrics behind Cost & Time to Hire
- Mobile Experience for Candidates

Thank you for your consideration

ADP, LLC: (referred to herein as "ADP")

One ADP Boulevard
Roseland, New Jersey 07068
United States

Client: (referred to herein as "Client")

City of Shawnee
16 W 9th St

Shawnee, OK 74801, United States

Attention
Tammy Johnson

05-17-2018
(Effective Date)

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms and subject to the conditions set forth in this Major Accounts Services Master Services Agreement (the "Agreement")

ANNEX A:	GENERAL TERMS AND CONDITIONS
ANNEX B:	PAYROLL PROCESSING & TAX FILING; EMPLOYMENT VERIFICATION SERVICES
ANNEX C:	TIME AND ATTENDANCE SERVICES
ANNEX D:	HR, BENEFITS AND TALENT MANAGEMENT SERVICES
ANNEX X:	ACA SERVICES - ADDITIONAL TERMS AND CONDITIONS FOR ADP PROFESSIONALSERVICES (**if Client requires historical data conversion to be performed by ADP ProfessionalServices

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT THEY HAVE REVIEWED THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS IN EACH ANNEX CORRESPONDING TO SERVICES PURCHASED PURSUANT TO THE SALES ORDER.

This Agreement includes the Annexes related to the services selected by Client. Each Annex listed above is attached hereto and is incorporated into this Agreement in full by this reference as if set forth in this Agreement in full.

ADP, LLC		CLIENT	
_____ (Signature of Authorized Representative)		_____ (Signature of Authorized Representative)	
_____ (Name - Please Print)		_____ (Name - Please Print)	
_____ (Title)	_____ (Date)	_____ (Title)	_____ (Date)

1 Definitions.

- 1.1** “**ADP**” has the meaning set forth on the cover page.
- 1.2** “**ADP Application Programs**” means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.3** “**ADP Workforce Now**” means ADP’s web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance. A general description of the Services can be found at www.productdescription.majoraccounts.adp.com (which may be modified from time to time provided, however, that any such modifications will not have a material adverse impact on any of the Services Client is receiving).
- 1.4** “**Agreement**” means this Major Accounts Services- Master Services Agreement, consisting of the signature pages, the General Terms and Conditions, all exhibits, annexes, addendum, appendices and schedules, and each Amendment, if any.
- 1.5** “**Affiliate**” means any individual, corporation or partnership or any other entity or organization (a “**person**”) that controls, is controlled by or is under common control with Client. For purposes of the preceding definition, “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.
- 1.6** “**API**” means ADP approved application programming interface(s) that support point to point interaction of different systems.
- 1.7** “**Approved Country**” means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. The Approved Country for the Services is the United States.
- 1.8** “**Access Country**” means each country in which, subject to the terms of this Agreement, Client is authorized to use or access the HR and/or Talent modules of ADP Workforce Now (but specifically excluding document cloud services and any other modules/tools that ADP, in its sole discretion, determines shall not be accessible to Client employees located outside the United States) and as approved by ADP. A list of Access Countries for the applicable Services is found at www.productdescription.majoraccounts.adp.com.
- 1.9** “**Business Day**” means any day, except a Saturday, Sunday or a day on which ADP’s bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.10** “**Client**” has the meaning set forth on the cover page.
- 1.11** “**Client Content**” means all information and materials provided by Client, its agents or employees, regardless of form, to ADP under this Agreement.
- 1.12** “**Client Group**” means Client and Client’s Affiliates means Client and Client’s Affiliates who are receiving Services under this Agreement pursuant to a Sales Order.
- 1.13** “**Client Infringement Event**” means (i) any change, or enhancement in the Services made by Client or any third party on behalf of Client other than at the direction of, or as approved by, ADP, (ii) Client’s use of the Services except as contemplated by this Agreement, or (iii) to the extent ADP Application Programs include computer software programs, Client’s use of other than the most current release or version of such computer software programs included in the ADP Application Programs, or Client’s failure to use corrections or enhancements to such computer software programs included in the ADP Application Programs, in each case provided by ADP to Client at no charge, that results in a claim or action for infringement that could have been avoided by use of such current release or version, or by such corrections or enhancements.
- 1.14** “**Confidential Information**” means all information of a confidential or proprietary nature, including pricing and pricing related information and all Personal Information, provided by the disclosing party to the receiving party under this Agreement but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.
- 1.15** “**Documentation**” means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.16** “**General Terms and Conditions**” means the terms and conditions contained in this Annex A.
- 1.17** “**Gross Negligence**” has the meaning set forth in Section 7.3.1.
- 1.18** “**Improvements**” has the meaning set forth in Section 5.4
- 1.19** “**Incident**” means a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client’s Personal Information.
- 1.20** “**Indemnitees**” has the meaning set forth in Section 6.3
- 1.21** “**Indemnitor**” has the meaning set forth in Section 6.3
- 1.22** “**Intellectual Property Rights**” means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.23** “**Internal Business Purposes**” means the usage of the Services solely by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any party outside the Client Group, unless expressly contemplated by this Agreement.
- 1.24** “**NACHA**” means the National Automated Clearing House Association.
- 1.25** “**OFAC**” means the Office of Foreign Assets Control.
- 1.26** “**Payee**” means any intended recipient of payments under the Payment Services and may include Client’s employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client’s employees and independent contractors.
- 1.27** “**Payment Services**” means any Services that involve electronic or check payments being made by ADP to third parties on Client’s behalf and at its direction.

- 1.28 **"Personal Information"** means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- 1.29 **"Price Agreement"** means a supplemental agreement between the parties that addresses future price increase rates on certain Services over a specific period of time.
- 1.30 **"Sales Order(s)"** means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.31 **"Services"** means the services (including implementation services related thereto) listed in any Sales Order, and such other services as the parties may agree to be performed from time to time.
- 1.32 **"SOC 1"** means any routine Service Organization Control 1 reports.
- 1.33 **"Termination Event"** means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed over a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.
- 1.34 **"User"** means any single natural person who, subject to the terms of this Agreement, is authorized by Client to use, access or receive the Services.

2 Provision and Use of Services

- 2.1 **Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client in accordance with the terms of this Agreement and any applicable Sales Order(s). ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 **Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to implement the Services.
- 2.3 **Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Country and the Access Countries. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client is responsible for the accuracy and completeness of the Client Content provided to ADP.
- 2.4 **Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 **Records.** Without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from and Client Content provided to ADP in connection with the Services to the extent required by Client.

3 Compliance.

- 3.1. **Applicable Laws.** Each party will comply with applicable laws and regulations that affect its business generally, including any applicable anti-bribery, export control and data protection laws
- 3.2. **Design of the Services.** ADP will design the Services, including the functions and processes applicable to the performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives or fails to give to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3. **Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4. **Data Protection Laws.** Client represents that Personal Information transferred by Client or at Client's direction to ADP has been collected in accordance with applicable privacy laws, and ADP agrees that it shall only process the Personal Information as needed to perform the Services, or as required or permitted by law.

4 Confidentiality

- 4.1 General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.
- 4.2 Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.
- 4.3 Transfer.** The Services may be performed by ADP Affiliates or subcontractors located in other countries, and ADP may transfer or permit access to Client's Confidential Information, including employees' Personal Information, for the purposes of performing the Services outside of Canada and the United States of America. As a result, Client's employees' Personal Information may be subject to the laws of such jurisdictions and may be accessible to the courts and law enforcement authorities of those jurisdictions. Notwithstanding the foregoing, ADP will remain responsible for any unauthorized disclosure or access of Client's employees' Personal Information by any ADP Affiliate or subcontractor in the performance of any such Services.

5 INTELLECTUAL PROPERTY

- 5.1 Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the term of this Agreement a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.
- 5.2 ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the term of this Agreement a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and the Access Countries. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, decompile, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.
- 5.4 Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs

6 Indemnities

- 6.1 ADP Indemnity.** Subject to the remainder of this Section 6.1, and Section 6.3 and 7, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in an Approved Country. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service.
- 6.2 Client Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.
- 6.3 Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

- 7.1 Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate limit on monetary damages in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year (the "Ordinary Cap"). ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.
- 7.2 Extraordinary Cap.** As an exception to Section 7.1, if damages (monetary or otherwise) arise from a breach of Section 4.1 (Confidentiality) or Section 9.3 (Data Security), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Service fees paid or payable to ADP by Client during such calendar year (the "Extraordinary Cap"). For the avoidance of doubt, in no case shall either party's aggregate limit on monetary damages in any calendar year under this Agreement exceed twelve (12) times the average monthly ongoing Service fees paid or payable to ADP by Client during such calendar year.
- 7.3 Matters not Subject to Either Cap.** The limitations of liability set forth in Sections 7.1 and 7.2 shall not apply to:
- 7.3.1** Either party's Gross Negligence, or willful, criminal or fraudulent misconduct; for the purposes of this Agreement, "Gross Negligence" shall be defined as: (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention;
 - 7.3.2** The infringement indemnity set forth in Sections 6.1 and 6.2;
 - 7.3.3** Client's obligations to pay the fees for Services;
 - 7.3.4** ADP's obligations to provide credit monitoring and notifications as set forth in Section 10.2;
 - 7.3.5** Client's funding obligations in connection with the Payment Services;
 - 7.3.6** ADP's loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;
 - 7.3.7** In connection with the Employment Tax Services as provided in Annex B, (a) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (b) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this (iv) shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP.
 - 7.3.8** Client's use or access of the Services and/or ADP Application Programs outside of the Approved Countries and/or Access Countries.
- 7.4 Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or relating to the Services.
- 7.5 No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN

CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) willful, criminal or fraudulent misconduct, or (ii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Section 7.5(ii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 WARRANTIES AND DISCLAIMER

- 8.1 Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
- 8.2 DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9 SECURITY AND CONTROLS

- 9.1 Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("SOC 1 Reports") (or any successor reports thereto) directly related to the core ADP Products utilized to provide the Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- 9.2 Business Continuity; Disaster Recovery.** ADP has established and will maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- 9.3 Data Security.** ADP has established and will maintain an information security program containing appropriate administrative, technical and physical measures to protect Client data (including any Personal Information therein) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of the Client's data.

10 DATA SECURITY INCIDENT

- 10.1 Notification.** If ADP becomes aware of a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information (an "**Incident**"), ADP will take appropriate actions to contain, investigate and mitigate the Incident. ADP shall notify Client of an Incident as soon as reasonably possible.
- 10.2 Other ADP Obligations.** In the event that an Incident is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in applicable jurisdictions.

11 PAYMENT TERMS

- 11.1 Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services as set forth in the Sales Order. Unless there is a Price Agreement in effect, the fees set forth in the Sales Order will remain fixed during the first six (6) months following the Effective Date and thereafter, ADP may modify the fees on an annual basis upon thirty (30) days' prior written notice to Client. The fees presented in the Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.

- 11.2 Additional Services and Charges.** If Client requests additional services offered by ADP not included in this Agreement, and ADP agrees to provide such services: (i) those services and related fees will be included in a separate Sales Order; (ii) any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and (iii) those services will be considered to be “Services” for purposes of this Agreement. Additional charges may be assessed Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.
- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client upon the go-live date for such Services. However, if this Agreement or any Service are terminated after implementation services have started but before the go-live date, the greater of the following amounts shall be immediately due and payable by Client: (i) implementation fees for implementation services performed up to the date of termination; or (ii) 30% of the total Implementation Fees set out in the Sales Order.
- 11.4 Invoicing.** ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP’s on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full within seven (7) days of notification via the agreed to method of payment. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1½%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP’s net income.
- 11.7 Postage, Shipping Travel and out-of-pocket expenses.** ADP will invoice Client for postage charges, delivery charges, other third party charges, and reasonable travel and out-of-pocket expenses as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client’s designated account no later than one (1) banking days prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) one (1) banking day prior to the pay date for the applicable payroll (in the case of the ADP Employment Tax Services) and (b) two (2) banking days prior to the pay date for all other Payment Services, or as otherwise agreed by the parties. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee (currently \$10.00) for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.
- 11.9 Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a “**Change Control Item**”), the parties shall address such change request, if possible via ADP’s change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a Statement of Work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

12 Term; Termination; Suspension

- 12.1 Term; Termination for Convenience** This Agreement will commence on the Effective Date and remain in effect until terminated by either party in accordance with the terms hereof. Subject to the terms of any Price Agreement, either party may terminate this Agreement or any Service upon ninety (90) days’ prior written notice to the other party. In the event Client does not provide ADP with the proper notice as set forth in the previous sentence (or as set forth in any Annex herein), Client shall pay ADP for any fees for Services that would have been incurred by Client during such notice period (calculated based on an average of the prior six months of invoices for such terminated Services, or shorter period of time if there has been less than six months of invoices).
- 12.2 Termination for Cause.** Either party may terminate this Agreement for the other’s material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within 10 days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause any affiliate or subsidiary of ADP to be in violation of any laws, rules or regulations applicable to such affiliate or subsidiary. Notwithstanding anything to the contrary in this Agreement, email will be considered adequate notification for the purposes of this Section 12.
- 12.3 Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately if: (i) Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services; or (ii) Client breaches any rules promulgated by NACHA as it relates to ADP conducting electronic payment transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client’s

account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.7), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which have not been paid or reimbursed by Client. If the Payment Services remain suspended for thirty (30) days, the Payment Services will be terminated on the 31st day following suspension.

- 12.4 Post Termination.** At any time prior to the actual termination date, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Upon termination of this Agreement, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate.

13 Reserved.

- 14 Additional Terms.** In addition to the terms set forth in any subsequent Annexes attached hereto, the following terms shall apply.

- 14.1 ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs. The following additional terms apply to the ESS & MSS Technology:

14.1.1 Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

- 14.2 ADP Marketplace.** Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs). The following additional terms apply to the ADP Marketplace (applies only if Client accesses ADP Marketplace Services):

14.2.1 Transmitting Information to Third Parties. In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.2.2 Use of the ADP APIs. Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

15 Miscellaneous

- 15.1 Amendment.** This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.
- 15.2 Assignment.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15.3 Additional Documentation.** In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.
- 15.4 Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.
- 15.5 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition

other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between this Annex A and any such exhibit, annex, appendix or schedule, this Annex A will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

- 15.6 No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).
- 15.7 Force Majeure.** Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.
- 15.8 Waiver.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.
- 15.9 Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.12 Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- 15.13 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 15.14 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.15 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof and to ADP at 15 Waterview Boulevard, Parsippany, New Jersey 07054, Attention: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the cover page hereof.
- 15.16 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement

- 1 Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions and also including the following:
 - 1.1 ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.
 - 1.2 ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case to the extent the method of payment delivery is in scope, and online posting of pay statements to the extent applicable. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services, and ALINE Card Services (if elected additional terms set forth in Annex J shall apply).
 - 1.3 Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
 - 1.4 Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate payees as directed by client.
- 2 Billing.** Payroll, Employment Tax & Wage Payment Services and any other Services bundled into the pricing for such services are billed immediately following Client's first payroll processing. The billing count is based on the number of pays submitted during each payroll processing period, therefore total billing may fluctuate.
- 3 ADP Wage Payment Services.** The following additional terms and conditions apply to the ADP Wage Payment Services:
 - 3.1 Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.
 - 3.2 Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
 - 3.3 Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
 - 3.4 Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
 - 3.5 Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.
 - 3.6 ADPCheck Services.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. With respect to ADPChecks drawn on an ADP bank account, to request a stop payment, Client shall provide ADP with a written stop payment order request in the form provided by ADP and ADP shall place a stop payment order in accordance with its standard operating procedures.
 - 3.7 Full Service Direct Deposit (FSDD).** Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.
- 4 ADP Employment Tax Services.** The following additional terms and conditions apply to the ADP Employment Tax Services:
 - 4.1 Important Tax Information (IRS Disclosure).** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details
 - 4.2 State Unemployment Insurance Management.** Subject to Section 15.7 of Annex A, Client's compliance with its obligations in Sections 4.2.1 and 4.2.2 herein, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP's reasonable control, ADP will deliver the State Unemployment Insurance Management Services ("SUI Management Services") within the time periods established by the relevant unemployment compensation agencies.

- 4.2.1 Provision of Information; Contesting Claims.** Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the SUI Management Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.
- 4.2.2 Transfer of Data.** Client may transfer the information described in Section A to ADP via: (i) on-line connection between ADP and Client's computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.
- 4.2.3** Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 4 of Annex A, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client's data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.

5 Employment Verification Services. Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement.

5.1 Definitions. Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.

- 5.1.1 "FCRA"** Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.
- 5.1.2 "Verification Agent"** has the meaning set forth in Section 5.2.1.1
- 5.1.3 "Verification Data"** has the meaning set forth in Section 5.2.1.1.
- 5.1.4 "Verifiers"** has the meaning set forth in Section 5.2.1.1.

5.2 Additional Terms. To the extent Client has not opted out of receipt of Employment Verification Services, the following additional terms and conditions shall apply:

5.2.1 Verification Services and Authorization as Agent.

- 5.2.1.1** ADP currently provides the Employment Verification Services through The Work Number®, an Equifax Workforce Solutions service though ADP reserves the right to provide them through another entity (each, a "Verification Agent"). Notwithstanding anything to the contrary in Section 4.1 of Annex A, Client authorizes ADP and its Verification Agents to disclose, on Client's behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of Client and Client's employees (or former employees) (collectively, "Verification Data"), to commercial, private, non-profit and governmental entities and their agents (collectively, "Verifiers"), who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

- 5.2.1.2 Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update the Verification Services database with the applicable Verification Data available on ADP's payroll processing system.

- 5.2.1.3 Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers").** Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

- 5.2.1.4 Archival Copies.** Notwithstanding anything to the contrary in Annex A, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4.1 of Annex A will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

- 5.2.1.5 Additional Termination Provisions for Employment Verification Services.** ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent

- 1 **ADP Time & Attendance Services.** ADP will provide Client with those time & attendance services delivered via ADP Workforce Now including ADP Workforce Now Essential Time or ADP Workforce Now Enhanced Time (“**ADP Time & Attendance Services**”). For the hosted the ADP Workforce Now Enhanced Time product only, additional license terms are available at www.adp.com/tlmlicenseterms. ADP Workforce Now Enhanced Time and ADP Workforce Now Essential Time products are available for use in a limited number of countries outside the United States, although certain restrictions and requirements may apply.
- 2 **Billing for ADP Time & Attendance Services.** Billing for ADP Time & Attendance Services will begin on the date such Services are available for use by Client in a production environment.
- 3 **Time & Attendance Hardware.** If ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the “Time & Attendance Hardware”) as described in the Sales Order, the following terms will apply:
 - 3.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer’s product documentation and other written instructions provided to Client by ADP.
 - 3.2 Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP’s prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP’s instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not promptly returned, Client agrees to purchase same at fair market value. Repairs and replacements required as a result of any of the following shall not be included in any maintenance services and shall be charged at ADP’s then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Time & Attendance Hardware; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.
 - 3.3 **Maintenance Fees.** Maintenance services for the Time & Attendance Hardware apply automatically to Time & Attendance Hardware obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Time & Attendance Hardware under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client’s request will be subject to ADP’s then current charges for such services.) No Time & Attendance Hardware maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Time & Attendance Hardware relating to maintenance services.
 - 3.4 **Maintenance Services.** ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP’s or its designee’s option, without charge for parts or labor, provided that the Time & Attendance Hardware has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement or other accompanying documentation including, but not limited to, Client’s Sales Order provided by ADP or its designee and has not been subject to abuse or tampering.
 - 3.5 **Biometrics.**
 - 3.5.1. **Definitions.**
 - 3.5.1.1. “**Biometric Data**” includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.
 - 3.5.1.2. “**Biometric Identifier**” means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
 - 3.5.1.3. “**Biometric Information**” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual.
 - 3.5.1.4. “**Biometric Services**” means services provided by ADP to Client via the use of timeclocks and software in connection with ADP’s provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.
 - 3.5.1.5. “**Biometric User**” means Client’s employees or independent contractors who are requested or required by Client to use Biometric Services to record their attendance, hours worked or other work-related data.
 - 3.5.2. **Additional Terms.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client’s use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such laws and regulations in accordance with this Agreement and Section 3.2 of the Annex A. In the event Client is unwilling to comply with laws and regulations relating to Biometric Services, Client will be able to continue to use Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:

- 3.5.2.1. **Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):
- 3.5.2.2. **Client Biometric Information Policy.** Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:
 - 3.5.2.2.1. a retention schedule and guidelines for permanently destroying Biometric Identifiers and Biometric Information;
 - 3.5.2.2.2. a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and
 - 3.5.2.2.3. any additional requirements as required by applicable law.
- 3.5.2.3. **Biometric User Notice and Consent.** Client will provide notice and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by applicable law, including:
 - 3.5.2.3.1. notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;
 - 3.5.2.3.2. obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and
 - 3.5.2.3.3. if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.
- 3.5.2.4. **Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.
- 3.5.2.5. **Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any paper or electronic biometric data collected in timeclocks. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.
- 3.5.3. **Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.
- 3.5.4. **Additional Termination Provisions for Biometric Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.

- 1 **ADP HCM Services.** Only those Services that have been purchased by Client (as listed on a Sales Order) will be applicable.
 - 1.1 **ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.
 - 1.2 **Benefit Services.** Benefit-related services made up of the following:
 - 1.2.1. **Health and Benefits Services.** Technology to facilitate the administration of employee benefits, including applying eligibility rules, facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as providing data to carriers through ADP carrier connection services.
 - 1.3 **Business Intelligence.** Provide tools to analyze and understand data.
 - 1.3.1. **Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.
 - 1.4 **Global Data Storage.** Ability to house global employee HR data (personal, employment, and job data) within HR system of record.
 - 1.5 **Human Resources Administration Services.** Administration of human resource functions using a unified system to process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, and automate notification and approval processes via self-service/direct access, and also including:
 - 1.6 **Talent Acquisition Solutions.** Talent acquisition solutions made up of the following:
 - 1.6.1. **ADP Recruitment Management Services.** Talent recruitment management technology, including talent acquisition and on-boarding for exempt and non-exempt workforce.
 - 1.7 **Talent Management Solutions.** Technology to facilitate the administration of talent management services, including:
 - 1.7.1 **Performance Management.** Solutions and tools to facilitate the performance management process, including goal alignment, and employee engagement.
 - 1.7.2 **Compensation Management.** Solutions and tools to administer the compensation planning process.
- 2 **Billing for HR, Benefits & Talent Services.** Billing for any HR, Benefits & Talent Services will begin on the date such Services are available for use by the client in a production environment. The billing count for any HR, Benefits or Talent Services when the pricing for such Services is not bundled with Client's pricing for ADP Payroll Services is based on all unique lives in the database paid in the previous calendar month. If pricing for HR, Benefits & Talent Services are bundled with ADP Payroll Services, then billing for such Services shall commence in accordance with the terms of Section 2 of Annex B.
- 3 **ADP Recruitment Management Services.** The following additional terms and conditions apply to the ADP Recruitment Management Services (applies only if Client has purchased ADP Recruitment Management Services):
 - 3.1 **Hiring Practices.** Client shall be exclusively responsible for all hiring practices, including, but not limited to, complying with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact that may result from any specification or criteria that Client uses to rank candidates in the ADP Recruitment Management Services Application Programs.
 - 3.2 **Vendors.** Client shall be exclusively responsible all access and use of the ADP Recruitment Management Services by its vendors and such vendors' compliance with the terms of this Agreement.
- 4 **Benefit Services.** The following additional terms and conditions apply to the Benefit Services (applies only if Client has purchased Benefits Services):
 - 4.1 **Carrier Connections.** ADP will, at Client's request, and for an additional charges as set-out in the applicable Sales Order, provide Client with the following Carrier Connections services:
 - 4.1.1. ADP will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP to provide such transmission on Client's behalf. Commencement of carrier connection service is subject to Client completing the configuration setup of Client Content and the format for such transmission to the designated carriers.
 - 4.1.2. ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will not be obligated to transmit Client's data to designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.
- 5 **Human Resource Administration Services and Talent Management Services.** The following additional terms and conditions apply to the Human Resource Administration Services and/or Talent Management Services (applies only if Client has purchased Human Resource Administration Services and/or Talent Management Services):
 - 5.1 **Access and Use.** To the extent that Client intends on using the Human Resource Administration Services and/or Talent Management Services for its workforce outside of the United States, Client acknowledges that it is authorized to use the Human Resource Administration Services and/or Talent Management Services only in those countries listed in the "ADP Workforce Now Suitable Geography List" as provided to Client from time to time upon request.
 - 5.2 **Residents Outside the United States.** To the extent that Client uses the Human Resource Administration Services and/or the Talent Management Services to collect Personal Information about individuals resident outside the United States, Client represents and warrants: (i) the processing of that Personal Information, including the transfer itself, has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection and privacy laws; (ii) its instructions to ADP regarding the processing to be performed shall be in accordance with the applicable data protection laws; (iii) it has given the data subjects appropriate notices, and obtained any required consents; (iv) if it implements the Human

Resources Administration Services and/or the Talent Management Services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements; and (v) it shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries relating to such Personal Information.

- 6 Essential ACA Services.** ADP will provide the Essential ACA solution specified in the Sales Order (and any applicable service specification) (collectively, the “Essential ACA”) to Client in accordance with the terms of this Agreement. The following terms apply if Client receives Essential ACA with Benefits Services.
- 6.1** Essential ACA a technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C forms, access to evidence of benefit offering information and benefit offering audit reports. Client must use ADP Workforce Now payroll, HR and benefits services in order to purchase and implement Essential ACA. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP’s iPay functionality, ADP will also make Forms accessible to Client employees electronically. It will then be Client’s responsibility to distribute the Forms directly to its employees.
- 6.2 Client ACA Liaison.** Client shall designate in writing to ADP the name of one person who shall serve as ADP’s principal designated contact for Essential ACA (the “Client ACA Liaison”), and such Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with Essential ACA. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.
- 6.3 Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE “ADMINISTRATOR” OR “PLAN ADMINISTRATOR” AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A “FIDUCIARY” WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT’S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO ESSENTIAL ACA, THE ADP APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.
- 6.4 Client Vendors.** Client will at its own cost make all necessary arrangements with its third party vendors to cause such vendors to send data to and receive data from ADP as required for ADP to provide Essential ACA. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.
- 7 Onboarding Services (including ADP Workforce Now EI-9 Services).** The following additional terms and conditions apply to the ADP Workforce Now EI-9 Services (“WFN EI-9 Services”) that are part of ADP Workforce Now Onboarding Services.
- 7.1 Use of Services.** In order to receive the WFN EI-9 Services, Client shall, and shall cause the members of the Client Group, to do the following:
- 7.1.1** Review the U.S. Citizenship and Immigration Services (“USCIS”) Form I-9, which is the employment eligibility verification form issued by the U.S. Department of Homeland Security (the “DHS”), including instructions in the form and the guidelines in the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274) (the “I-9 Handbook”), each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.
- 7.1.2** Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.
- 7.1.3** ADP executed a Memorandum of Understanding with the UDHS as the E-Verify employer agent. E-Verify is the DHS’s employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP:
- 7.1.3.1** Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.
- 7.1.3.2** Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.
- 7.1.3.3** Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.
- 7.1.3.4** To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of Section 7.1.2.

- 7.1.3.5** Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.
 - 7.1.3.6** Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).
 - 7.2 Form I-9 Retention.** During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.
 - 7.3 Form I-9 Section 3.** For the avoidance of doubt, Client understands and agrees that the WFN EI-9 Services do not support Form I-9 Section 3 for Reverification and Rehires; if needed, Client must complete Section 3 outside of WFN EI-9 Services.

ADP shall provide to Client certain professional services for the conversion and import of historical hours data as indicated on the Sales Order (the “ACA Professional Services”). As a condition to receiving the ACA Professional Services, Client will be subject to the additional terms and conditions of this Annex X.

- 1 **ADP Resources.** ADP shall select resources including subcontractors that, in ADP’s reasonable business judgment, are qualified to perform the ACA Professional Services, and in the case of subcontractors have entered into an appropriate written agreement with ADP (each an “ADP Resource”). The ADP Resources are and shall be, notwithstanding anything to the contrary contained herein, ADP’s employees or contractors, and shall not for any purpose be considered Client’s employees. ADP or its subcontractor shall be solely responsible for the payment of the salaries of such ADP resources and all matters relating thereto (including the withholding and/or payment of all federal, state and local income and other payroll taxes), worker’s compensation, disability benefits, medical and other insurance-related benefits and all such additional legal requirements applicable to employees of ADP or such subcontractor.
- 2 **Fees and Expenses.** Client shall pay ADP for the ACA Professional Services at the rates specified in the Sales Order or Statement of Work as applicable.
- 3 **Billing:** ADP shall invoice Client for all ACA Professional Services fees upon the completion of the ACA Professional Services, unless such ACA Professional Services will be provided over a time period which exceeds thirty (30) days, in which case ADP reserves the right to invoice Client on a monthly basis for such Services rendered. ADP shall invoice Client in the same manner for any associated expenses incurred by ADP Resources.
- 4 **Limitations of Liability.** The provisions of this paragraph supplement the limitation of liability provisions contained in Section 6 of Annex A and shall govern with respect to the ACA Professional Services. **Notwithstanding anything to the contrary herein, ADP’s sole liability to Client hereunder for monetary damages shall not exceed the aggregate amount of fees paid to ADP hereunder for the ACA Professional Services.**
- 5 **Completion of ACA Professional Services.** Upon completion of the ACA Professional Services, Client will immediately notify ADP if the ACA Professional Services and deliverables outlined in the Sales Order have not been satisfactorily delivered. The ACA Professional Services will be deemed accepted by Client if no response has been received within five (5) days of the date of completion of the ACA Professional Services.
- 6 **Additional Termination Provisions.** The provisions of this paragraph supplement the termination provisions contained in Section 8 of Annex A and shall govern with respect to the ACA Professional Services. Either party can terminate ACA Professional Services at any time for any reason by providing at least ten (10) days’ advance written notification to the other party. Upon termination of this Annex by either party for any reason, all fees and expenses for the ACA Professional Services incurred by Client prior to the termination date shall become immediately due and payable.

Reporting Agent Authorization
(State Limited Power of Attorney &

Tax Information Authorization)

(In accordance with Internal Revenue Service Revenue Procedures)

1 Co/Code	2 Branch	3 Federal ID Number
4 If you are a seasonal employer, check here.... ☐		

Tax Filing Service

5 TAXPAYER LEGAL NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)
CITY OF SHAWNEE

6 DBA NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)

7 Address (number, street, and room or suite no.) City or town, state, zip and country
16 W 9th St Shawnee, OK, 74801, United States

REPORTING AGENT: ADP Tax Services, 400 West Covina Boulevard, San Dimas, CA 91773 ID # 22-3006057, 800-235-7212

Authorization of Reporting Agent to Sign and File Returns

8 Use the entry lines below to indicate the tax return(s) to be filed by the Reporting Agent. Enter the beginning year for annual tax returns or beginning quarter for quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

940	941	940-PR	941-PR	941-SS	943
_____	_____	_____	_____	_____	_____
Tax Year	Qtr/Yr	Tax Year	Qtr/Yr	Qtr/Yr	Tax Year
943-PR	944	944-R	945		
_____	_____	_____	_____		
Tax Year	Tax Year	Tax Year	Tax Year		

Authorization of Reporting Agent to Make Deposits and Payments

9 Use the entry lines below to enter the starting date (the first month and year) for any tax return(s) for which the Reporting Agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

940	941	943	944	945
_____	_____	_____	_____	_____
Mo/Yr	Mo/Yr	Mo/Yr	Mo/Yr	Mo/Yr

Disclosure of Information to Reporting Agent

10a Check here to authorize the Reporting Agent to receive or request duplicate copies of tax information, notice and other communications from the IRS, ☒
related to the authorization granted on Line 8 and/or Line 9.....10b Check here if the Reporting Agent also wants to receive copies of notices from the IRS..... ☒

Form W-2 Series or Form 1099 Series Disclosure Authorization

11 The Reporting Agent is authorized to exchange otherwise confidential taxpayer information with the IRS, including responding to certain IRS notices relating to the form W-2/1099 series information returns. This authority is effective for calendar years beginning:

W-2	1099
_____	_____
Tax Year	Tax Year

State and Local Authorization

12 By checking the box to the right and signing in Box 13 below, the taxpayer identified above hereby appoints ADP as Reporting Agent and grants ADP a limited power attorney with the authority to sign and file employment and file tax returns and make deposits electronically, on magnetic media, or on paper for all state and local jurisdictions in which the taxpayer is required to file tax returns and make tax deposits. ADP is also hereby authorized to receive notices, correspondence and transcripts from all applicable state and local jurisdictions, resolve matters pertaining to these deposits and filings, and to request and receive deposit frequency data and any other information from applicable state and local jurisdictions related to taxpayer's employment tax returns and deposits for the tax periods indicated in section 8 and all returns filed and deposits made by ADP from the date hereof. ☒

This authorization shall include all applicable state and local forms and shall commence with the tax period indicated and shall remain in effect through all subsequent periods until either revoked by the taxpayer or terminated by the ADP. Unless the taxpayer is required to file or deposit electronically, ADP will, in its discretion, file and make deposits on the taxpayer's behalf in one of the filing methods: electronic, magnetic media or paper.

Qtr/Yr

Authorization Agreement	13 Signature of Taxpayer or Authorized Representative
I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made. If Line 8 is completed, the Reporting Agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 9 are completed, the Reporting Agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is revoked by the taxpayer or Reporting Agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on Line 8 and/or Line 9 including disclosure required to process Form 8655. Disclosure authority is effective upon signature of the taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.	I certify that I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.
	Name (Required)
	Title
	Signature (Required)
	Date (Required)

INSTRUCTIONS: Only one Limited Power of Attorney (LPOA) per federal ID number is required. Do not submit multiple LPOAs for a federal ID number. However, if the taxpayer uses more than one federal ID number, a separate LPOA must be submitted for each.	
1.	Company Code: Enter the client's three-or four-character company code
2.	Branch: Enter the client's two-character region branch code
3.	Federal ID Number: Enter the nine-digit Employer Identification Number (EIN) issued by the IRS to each employer. The number provided by the client must be verified against one of the following sources, in order of priority: 1) Form 941 original or copy with pre-printed name and address; 2) CP129, EFTPS "Mandate Letter"; 3) CP575 Verification of an EIN; 4) Internet SS-4 IRS screen print of issued EIN; 5) CP148 Notice of Name and/or Address change; 6) CP136 or 137, Frequency Notification; 7) Pre-printed Form 9779, Business Enrollment Form (for EFTPS); 8) FTD Coupon, (Form 8109), or FTD Address Change (Form 8109C) with a revision date of 01-94 or later.
4.	Seasonal Employer: Mark this box if this client is a seasonal employer. (Seasonal is defined as less than four 941s per year.)
5.	Taxpayer Legal Name: Enter the client's legal name in ALL CAPITAL LETTERS. This must match the name on the IRS file. The first name line on an IRS source document listed in #3 above must be entered on the LPOA form. Only the first 35 characters of the first name line are used. Include spaces, ampersands, and hyphens; do not include other punctuation such as slashes, commas, or periods. Do not use the word THE as the first word unless it is followed by only one other word. Include legal/formal suffixes with individual names (MD, PHD, CPA, JR, SR, III, etc.), but do not include general/informal titles such as owner, accountant, attorney, etc. See examples below.
6.	DBA Name: Enter the taxpayer's Doing Business As (DBA) or Trading As (TA) name, if one is used. Follow the same instructions as shown in #5 above, and see examples below. Do not enter DBA or TA on this line; show the name only.
Master's Plumbing and Air Conditioning Service	
M A S T E R S P L U M B I N G A N D A I R C O N D I T I O N	
A & J Construction Co.	
A & J C O N S T R U C T I O N C O	
Sandra J. White, MD Family Health Care	
S A N D R A J W H I T E M D	
Mary Smith-Bennett, Owner DBA Mary's Bike Shop	
M A R Y S M I T H - B E N N E T T	
Murphy/Mason Realty, Inc.	
M U R P H Y M A S O N R E A L T Y I N C	
The Linden Co.	
L I N D E N C O	
The Linden	
T H E L I N D E N	
7.	Address: Enter client's primary business location.
8.	Authorization of Reporting Agent to Sign and File Returns: For 940, 940-PR, 943, 943-PR, 944, 944-PR, and 945, enter the first tax year(2007, 2008, etc.) ADP will start the annual filing. For forms 941, 941-PR and 941-SS, enter the quarter and year (4/07, 1/08, etc.). ADP will file this return for the first time.
9.	Authorization of Reporting Agent to Make Deposits and Payments: For deposits, enter the first month of the quarter and year(1/06, 4/06, 7/06, and 10/06) ADP will make any deposit, regardless of the tax type provided.
10a. 10b.	Disclosure of Information to Reporting Agent: These premarked boxes will allow ADP to receive a copy of notices and other communication from the IRS related to the authorization granted on Line 8 and/or Line 9. It also allows ADP to obtain verification of client name and/or FEIN by calling the IRS Practitioner Priority Services line (PPS) at (866) 860-4259.
11.	Form W-2 Series or Form 1099 Series Disclosure Authorization: For W-2/1099, enter the first year ADP is authorized to discuss the W-2/1099 information with the IRS. (This includes Form 1099R and Form 1099-MISC.)
12.	State and Local Authorization: Enter the quarter and year (4/07, 1/08, etc.), ADP will file this return for the first time.
13.	Signature of Taxpayer or Authorized Representative: After reading the Authorization Agreement, an officer of the company must enter his/her name and title as appropriate and then sign and date the LPOA. (The sole proprietor of a business or the member of a partnership will not have a title to show here.) The name, signature, and date must be entered.

Federal Forms:

940	Employer's Annual Federal Unemployment (FUTA)
940-PR	Employer's Annual Federal Unemployment (FUTA) – Puerto Rico
*941	Employer's Quarterly Federal Tax Return
941-SS	Employer's Quarterly Federal Tax Return for American Samoa, Guam, Northern Mariana, and Virgin Islands
943	Employer's Annual Federal Tax Return for Agricultural Employee
943-PR	Employer's Annual Federal Tax Return for Agricultural Employees – Puerto Rico
944	Employer's Annual Federal Tax Return
944-PR	Employer's Annual Federal Tax Return – Puerto Rico
945	Employer's Quarterly Federal Tax Return for NW2 Employees

*Recommend marking both 941 and 944 for new and small employers.



CLIENT ACCOUNT AGREEMENT AND AUTHORIZATION TO DEBIT/CREDIT

CLIENT NAME: CITY OF SHAWNEE

BRANCH:

CO. CODE:

ADDITIONAL APPLICABLE COMPANY CODES:

With respect to the services for which ADP, LLC ("ADP") has been engaged as described in the services agreement or other understanding between ADP and Client (each, a "Service" and collectively the "Services"), Client agrees to the debit method listed below for collection of (1) payroll tax obligations related to ADP's Tax Filing Services or ACA Penalty Management Services, (2) payroll obligations related to ADP's ALINE Pay, Workers' Compensation, FSDD, ADPCheck, ALINE Pay Card, and/or Instant Pay Services, and/or, (3) wage garnishment deduction amounts related to ADP's WGPS Services, and Client agrees to the ACH debit method listed below for collection of the applicable fees for the Services, all pursuant to this Client Account Agreement and Authorization to Debit/Credit, and the provisions of Exhibit A attached hereto and incorporated by reference herein (this "Agreement"). Such debits will be initiated by ADP out of Client's applicable account specified below (the "DDA Account") at the financial institution specified below ("BANK"). Additional authorizations may be required by CLIENT's BANK(s) authorizing reverse wire and/or ACH (fees for services) transactions. Client understands and acknowledges that the implementation and ongoing provision of Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Services.

DEBIT METHOD (Check Applicable Box):

Note: ACH method will be used to collect all service fees

☐ Reverse Wire

ADP will initiate request for a wire transfers of funds from the DDA ACCOUNT indicated below in accordance with the Reverse Wire provisions of this Agreement. Each applicable BANK is authorized to charge the applicable DDA Account in accordance with the Reverse Wire provisions of this agreement.

☐ ACH (Please refer to the
ACH Debit Filter page for
Bank Authorization/Setup)

BANK is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. NOTE: CLIENT electing ACH may be contacted by an ADP representative to make arrangements for a wire transfer of funds for impounds exceeding the established dollar limit for processing by ACH. Such dollar limit shall be determined by ADP in its sole discretion.

☐ Reverse Wire (Over ACH Limit)

In the event a single impound exceeds the established threshold for ACH processing, CLIENT agrees that ADP may initiate a request for a wire transfer of funds from the DDA ACCOUNT in accordance with the Reverse Wire instructions on the Debit Filter of this Agreement.

BANK INFORMATION:

*FSDD & ADPCheck funds must be debited from the same account

☐ Payroll Taxes ☐ FSDD* ☐ ADPCK* ☐ Aline Pay ☐ ACA ☐ WGPS ☐ Wage Garnishment ☐ 401K ☐ Workers Comp ☐ Other

BANK Transit/ABA #	BANK Account #
Bank Name	BANK Contact
BANK Address	BANK Phone
☐ Reverse Wire ☐ ACH ☐ Reverse Wire (Over ACH Limit)	

☐ Payroll Taxes ☐ FSDD* ☐ ADPCK* ☐ Aline Pay ☐ ACA ☐ WGPS ☐ Wage Garnishment ☐ 401K ☐ Workers Comp ☐ Other

BANK Transit/ABA #	BANK Account #
Bank Name	BANK Contact
BANK Address	BANK Phone
☐ Reverse Wire ☐ ACH ☐ Reverse Wire (Over ACH Limit)	

ACH FEES FOR SERVICES

ADP will initiate ACH debits for its Fees for Services from the DDA Account indicated below in accordance with the ACH provisions of this Agreement. The applicable BANK is authorized to charge the applicable DDA Account in accordance with the ACH provisions of this Agreement.

☐ Same bank information as above☐ Fees for Service (ACH Debit Method)

BANK Transit/ABA #	BANK Account #
Bank Name	BANK Contact
BANK Address	BANK Phone

COMPLETE THIS SECTION ONLY IF FSDD, ADPCHECK OR ALINE PAY IS INDICATED ABOVE:

Est. No. of Employees:	Est. Net Payroll	FSDD Start Date:	ADPCK Start Date	Federal ID #
------------------------	------------------	------------------	------------------	--------------



In consideration of each BANK's compliance with this authorization, CLIENT agrees that such BANK's treatment of any charge, and such BANK's rights with respect thereto, shall be the same as if the charge were initiated personally by CLIENT, and that if any charge is dishonored, whether with or without cause, such BANK shall be under no liability whatsoever. In addition, CLIENT authorizes ADP to credit the applicable DDA ACCOUNT when necessary, at ADP's sole discretion, for any refund or credit amount due CLIENT.

CLIENT acknowledges and agrees that (i) ADP Payroll Services Inc. ("ADPPSI"), a licensed money transmitter, is responsible for providing the money transmission services hereunder and is a party to this Agreement and (ii) ADP's provision of services hereunder shall be deemed acceptance of this Agreement by ADP and ADPPSI. Exhibit B, to the extent applicable, contains information related to how to file a complaint in connection with the money transmission services.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreement, this Agreement shall control. CLIENT acknowledges and agrees that, notwithstanding anything to the contrary, CLIENT'S right to refund under any State law shall first be subject to any offset for funds due to ADP with respect to any previous transactions completed on Client's behalf by ADP, and subject to the terms and conditions of this Agreement and any other agreement between CLIENT and ADP.

This authorization shall remain in effect unless and until revoked in writing by an authorized representative of CLIENT and until the applicable BANK(s) and ADP have each received such notice and have had reasonable time to act upon such notice.

CLIENT Signature: _____ Date: 05-17-2018

CLIENT Representative Name & Title: _____
(Must be an authorized signatory on the accounts listed above)

FOR REGION USE ONLY / ADP DO NOT DEBIT ACCOUNT

CLIENT CHECK (This bank account below will be printed on your company checks.):

BANK Transit/ABA #	BANK Account (DDA) #
Bank Name	Starting Check Number:
BANK Address	



ACH

Client understands that funds representing the total of Fees for Services must be on deposit in the applicable DDA Account no later than the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to the Client after such services are rendered. ADP will initiate a transfer of such funds out of such DDA Account on such date.

REVERSE WIRE

CLIENT understands that funds representing the total of (i) CLIENT's payroll tax obligations for the applicable payroll (if CLIENT receives ADP's Tax Filing Services), (ii) CLIENT's wage payment obligations for the applicable payroll (if CLIENT receives ADP's FSDD, ADPCheck, Aline Pay, Instant Pay Services or Workers Compensation), (iii) CLIENT's wage garnishment deduction obligations with respect to CLIENT's employees for the applicable payroll (if CLIENT receives ADP's WGPS or Garnishment Services), (iv) CLIENT's electronic business tax deposit obligations (if CLIENT receives ADP's Electronic Business Tax Services), must be on deposit in the applicable DDA Account no later than the applicable date(s) specified within the contractual agreement between ADP and CLIENT for the applicable services. ADP will cause such funds to be wire transferred from the DDA Account to one of the following accounts located at the banks listed below on such specified funding date (unless and until changed by notice from ADP).

In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee for each wire transfer.

ALINE Pay, FSDD, ADPCheck, WGPS, Garnishment Services, EBTS, Benefit Services, Other

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	One Chase Manhattan Plaza New York, NY 10005	ADP Tax Services	021000021	323269036	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Tax Services	021001033	00416217	Reverse Wire Impound

Tax & 401(k)

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	One Chase Manhattan Plaza New York, NY 10005	ADP Tax Services	021000021	9102628675	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Payroll Tax Deposit	021001033	00153170	Reverse Wire Impound

Workers' Compensation

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	One Chase Manhattan Plaza New York, NY 10005	ADP Tax Services	021000021	304939315	Reverse Wire Impound

NOTICE

CLIENT acknowledges that if sufficient funds are not available by the date required pursuant to the foregoing provisions of this Agreement, (1) CLIENT will immediately become solely responsible for all tax deposits and filings, all employee wages, all wage garnishments, all CLIENT third- party payments (e.g., vendor payments) and all related penalties and interest due then and thereafter, (2) any and all ADP Services may, at ADP's option, be immediately terminated, (3) neither BANK nor ADP will have any further obligation to CLIENT or any third party with respect to any such Services and (4) ADP may take such action as it deems appropriate to collect ADP's Fees for Services.

Client shall not initiate any ACH transactions utilizing ADP's services that constitute International ACH transactions without first (i) notifying ADP of such IAT transactions in writing utilizing ADP's Declaration of International ACH Transaction form (or such other form as directed by ADP) and (ii) complying with the requirements applicable to IAT transactions. ADP shall not be liable for any delay or failure in processing any ACH transaction due to Client's failure to so notify ADP of Client's IAT transactions or Client's failure to comply with applicable IAT requirements.



EXHIBIT A

The provisions set forth in this Exhibit A shall be incorporated by reference into the Client Account Agreement and Authorization to Debit/Credit (Reverse Wire) (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement or the NACHA Operating Rules & Guidelines, as the same may be amended from time to time (the "NACHA Rules"), as applicable.

CLIENT, as an Originator, makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

- (i) CLIENT (1) agrees to be bound by and warrants it will comply with the NACHA Rules, as the same may be amended from time to time, (2) warrants it will not submit Entries that violate the laws of the United States, (3) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (4) acknowledges and agrees that ADP shall have the right to audit CLIENT'S compliance with the provisions of this Exhibit A, the Agreement and the NACHA Rules, and (5) acknowledges and agrees that ADP shall have the right to suspend or terminate initiating ACH transactions immediately upon notice to CLIENT in the event CLIENT breaches any of the NACHA Rules;
- (ii) CLIENT (1) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (2) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;
- (iii) CLIENT authorizes ADP to initiate Entries on behalf of CLIENT to its Receivers' accounts and CLIENT agrees to be financially responsible to Originating Depository Financial Institution ("BANK") for all Entries initiated by ADP on CLIENT'S behalf;
- (iv) CLIENT acknowledges and agrees that ADP and BANK (1) may restrict certain types of Entries, (2) shall have the right to reject any Entry or series of Entries, and (3) shall have the right to reverse Erroneous Entries;
- (v) CLIENT represents, warrants and certifies that (1) prior to submission, each Entry has been properly authorized by CLIENT and the Receiver in accordance with the NACHA Rules, including, but not limited to (a) the authorization has not been revoked, (b) the Agreement has not been terminated, (c) CLIENT has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (d) at the time the Entry is processed by a RDFI, the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (2) CLIENT will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (3) CLIENT will provide a copy of such authorization to ADP or BANK upon request;
- (vi) CLIENT represents, warrants and certifies that (1) all credit and debit Entries will be accurate and timely, and (2) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, CLIENT'S Name, CLIENT'S Entry description;
- (vii) CLIENT acknowledges and agrees that (1) CLIENT shall be responsible for promptly detecting and correcting any errors, (2) any Entry sent to ADP that identifies the Receiver inconsistently by name and account number may be processed by BANK based solely on the account number provided, (3) ADP is authorized to take such measures as ADP deems appropriate to carry out the intent of CLIENT in completing any particular Entry, including, but not limited to, ADP may contact CLIENT or may attempt to retransmit any Return Entry, and (4) subject to any limitations set forth in the applicable client services agreement with ADP, CLIENT shall indemnify ADP, its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from the debiting or crediting of any Entry or a breach of the Agreement (including the provisions of this Exhibit A);
- (viii) CLIENT agrees to implement and maintain safeguards to protect against (1) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (2) submission of fraudulent Entries purportedly on CLIENT'S behalf; and
- (ix) CLIENT represents and warrants, to the extent applicable, that (1) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (2) any submission by CLIENT requiring initiation of an IAT Entry by ADP shall include the name and physical address of each of CLIENT and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.

EXHIBIT B

California Clients see below for information about filing complaints about the money transmission service:

If you have any complaints regarding money transmission activities, please contact California Department of Business Oversight at:

**Department of Business Oversight
Attn: Consumer Services
1515 K Street, Suite 200
Sacramento, CA 95814
Telephone: (866) 275-2677
Email: consumer.complaint@dbo.ca.gov**

ACH Debit Filters – ADP Company ID's

What is an ACH Debit filter?

An ACH Debit Filter is an automated solution that screens incoming ACH transactions to identify unauthorized transactions. Debit filters on your bank accounts help block unauthorized ACH debit transactions, making it less likely to be impacted by fraud.

What is a Company ID?

The following Company IDs allow ACH transactions to be reviewed and approved (or returned); permitting only approved transactions to post to your accounts.

What do I need to do with these numbers?

To ensure timely processing of your payroll, it's imperative that you forward the following ADP-originating Company ACH debit filter IDs to your financial institution to be set up on your account.

How do I know what ID to use?

We've made it easy by including all of the numbers you may need. Just print the table below and provide it to your financial institution.

Money Movement Company IDs Employer Impounds			
ADP Bank	Payment Type	Domestic ID	IAT* ID
Bank of America	ACH	9333006057	E133036745
Harris	ACH	9333006057	E133036745
JPMorgan Chase	ACH	9333006057	E133036745
JPMorgan Chase	ACH (Flexible Spending)	9666666606	H133036745
JPMorgan Chase	ACH (Workers Comp)	9555555505	G133036745
JPMorgan Chase	ACH (TotalSource Only)	8238112001	N/A
JPMorgan Chase	ACH (TotalSource Only)	9238112001	N/A
PNC	ACH	9333006057	E133036745
Wells Fargo	ACH	9333006057	E133036745
Wells Fargo	ACH (Property & Casualty)	9333006058	D133036745
Wells Fargo	ACH (Benefit Services)	9333006060	E133036745
Wells Fargo	ACH (Health & Benefits)	9333006059	G133036745
Tax Company IDs Employer Impounds			
Bank of America	ACH	1941711111	V133036745
Bank of America	ACH	1223006057	N/A
Bank of America	ACH	2223006057	W133036745
Harris	ACH	0001600238	S133036745
JPMorgan Chase	ACH	1223006057	U223006057
PNC	ACH	1223006057	U133036745
Wells Fargo	ACH	9095926526	Y133036745
Wells Fargo	ACH	1223006057	U133036745
Wells Fargo	ACH	1223006057	U133036745
Direct Debit of Fees (DDF) Company IDs			
Bank of America	Direct Debit of Fees	9223006057	N/A
JPMorgan Chase	Direct Debit of Fees	9659605001	N/A
JPMorgan Chase	Direct Debit of Fees (TotalSource Only)	9659605002	N/A

*IAT = International ACH Transaction

ADDENDUM
to
MAJOR ACCOUNTS SERVICES – MASTER SERVICES AGREEMENT
between
ADP, LLC
and
City of Shawnee

This Addendum, made as of the ____ day of _____, 2018 by and between ADP, LLC (“ADP”) with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 and City of Shawnee, having a principal place of business at 16 W 9th St, Shawnee, OK 74801 (“Client”), contains changes, modifications, revisions and additions to the Major Accounts Services – Master Services Agreement dated of even date herewith between ADP and Client (the “Agreement”).

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. Section 15.12 of **Annex A – General Terms and Conditions** of the Agreement, entitled “**Governing Law**”, is hereby amended by replacing “New York” with “Oklahoma”.
2. Section 15.13 of **Annex A – General Terms and Conditions** of the Agreement, entitled “**Jurisdiction**”, is hereby amended by replacing “New York, New York”, with “Oklahoma” in both the first and second sentence.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

ADP, LLC

City of Shawnee

By: _____

By: _____

Name: _____

Name: _____

Title: Service Center DVP**

Title: _____

**** NOTE: ONLY THE SERVICE CENTER DVP OR DESIGNATED FINANCIAL EXECUTIVE OF THE AFFECTED REGION IS AUTHORIZED TO EXECUTE THIS ADDENDUM ON BEHALF OF ADP.**

Regular Board of Commissioners

1.g.

Meeting Date: 06/18/2018

Household Hazardous Waste

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve a Memorandum of Understanding with the City of Oklahoma City to renew an Inter-Governmental Agreement for Regional Household Hazardous Waste Collection and Management Project regarding hazardous waste disposal.

Attachments

Household Hazardous Waste



June 18, 2018

Mr. Lyndel Gibson
Supervisor
City of Oklahoma City
3738 SW 15th Street, Building 1
Oklahoma City, OK 73104

Re: Renewal of Hazardous Waste MOU

Dear Mr. Gibson:

Pursuant to Article 4 of the Memorandum of Understanding between our cities, notice is required of our intent regarding this contract. Please be advised the City of Shawnee would like to continue participation with Oklahoma City regarding hazardous waste disposal.

Please send a copy of the renewal agreement to the Office of the City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448 so that we may present it to our City Commission for approval.

Thank you for your assistance in this regard. Should you have any questions, please don't hesitate to contact me.

Sincerely,

Richard Finley
Mayor

**An Inter-Governmental Agreement for a Regional
Household Hazardous Waste
Collection, and Management Project (the Project)**

THIS AGREEMENT, made and entered into this the 21st day of June, 2016, by, between and among City of Shawnee (hereinafter referred to as "Participant" or "Participants") and The City of Oklahoma City (hereinafter referred to as "Oklahoma City").

WITNESSETH:

WHEREAS, the parties, referenced above, with The City of Oklahoma City acting as Lead Party, have resolved to enter into this Agreement to define the participation and expectations of each party and to coordinate the collection and management of household hazardous waste (HHW) and the implementation of a joint program; and

WHEREAS, the EPA Clean Water Act of 1987 requires the establishment of Hazardous Waste Collection and Disposal Programs for MS4 permits; and

WHEREAS, hazardous household waste is "a waste which would be chemically or physically classified as a hazardous waste but is excluded from regulation as a hazardous waste pursuant to the regulations of the Environment Protect Agency because it is generated by a household;" such HHW consisting of numerous products common to the average household, such as pesticides, paints, polishes, cleaners, and automotive supplies; and

WHEREAS, each party to this Agreement has independently researched the possible benefits and obligations of participating in and coordinate activities under the Project; and

WHEREAS, each party has determined that a regional cooperative HHW Education, Collection and Management Project will provide increased convenience/participation and possibly result in a lower cost per participant and cost savings to all parties; and

NOW, THEREFORE, in consideration of the mutual goals and covenants contained herein, and the mutual benefits to result therefrom, the parties agree as follows,

1. The purpose of this Agreement is to establish a Regional HHW Collection and Management Project to affect cost savings, increase public convenience and participation, and educate the public about the proper management of HHW.

2. The term of this Agreement shall commence upon its effective date and conclude June 30, 2017 (which term shall be referred to as the "Initial Term" or the "Demonstration Period").

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

3. Each Participant shall have the right to terminate its participation under this Agreement at any time during the term of the Agreement for any reason, including, but not limited to, its own convenience. If any Participant under this Agreement elects to withdraw or terminate its participation under the Agreement prior to June 30, 2017, the withdrawing Party shall give Oklahoma City thirty (30) days prior written notice of the termination. Any Participant withdrawing from this Agreement must meet all financial commitments and other obligations up to the point of the termination or withdrawal. Withdrawal or termination shall not be effective until all financial commitments and other obligations shall be satisfied.

4. Each Participant may independently renew this Agreement beyond the Initial Term upon mutual agreement of Oklahoma City and the renewing Participant. Request for renewal shall be in the form of a letter from the authorized representative of the Participant must be received in July and may be accepted by the City Public Works Director on behalf of Oklahoma City. Each such renewal shall be for one fiscal year, July 1 to the following June 30. Provided however that no Participant in arrears in payment of charges for services render pursuant to this Agreement shall be permitted to renew this Agreement.

5. The City of Oklahoma City agrees to accept HHW from residents of Participant, with the understanding that The City of Oklahoma will maintain an accounting of these cross-jurisdictional amounts and reimbursement for their management. The residents will be required to comply with ordinances and policies for the disposition of HHW established by Oklahoma City, as may be amended from time to time.

6. The City of Oklahoma City, will bill each Participant (the city or county from which a participating **resident** has originated as such proof of residency is presented to Oklahoma City) separately after each collection occurrence and the participating Party will reimburse Oklahoma City in accordance with the terms of this Agreement. The Participant hereby agrees to establish and/or encumber funding for this Agreement and the services to be provided, and to timely pay for services provided. The Participant agrees that Oklahoma City may but is not required to inquire or investigate the residency of any person dropping off HHW beyond the address on the resident's driver's license.

7. Billings are considered due forty-five (45) calendar days after issuance of billing. If payment is not received by the due date a ten (10%) percent late fee will be assessed to the Participant and service to residents of any delinquent Participants will be subject to termination ninety (90) calendar days after the bill issuance date.

8. Oklahoma City shall assess a rate (based on national surveys) per equivalent rate unit (ERU) of fifteen (15) gallons per household. The fee structure per each resident per arrival or entry shall be evaluated by the following scale:

≤ 7.5 gallons	.5 ERU	\$ 39.50
> 7.5 gallons to 15 gallons	1.0 ERU	\$ 79.00
> 15 gallons to 22.5 gallons	1.5 ERU	\$118.50
> 22.5 gallons	2.0 ERU	\$158.00

[Note:] Minimum charge per vehicle per arrival = .5 ERU
Maximum charge per vehicle per arrival = 2.0 ERU

9. Pursuant to the permit issued by the Oklahoma Department of Environmental Quality, Oklahoma City is prohibited from taking any waste other than products expressly produced for home use. No commercial products will be accepted. No products from commercial business or institutions will be accepted. No products from commercial vehicles shall be accepted.

10. This Agreement shall be deemed effective and legally binding upon execution by each of the parties hereto.

11. This Agreement may be amended upon the mutual agreement of the parties or their authorized representatives.

12. All notices required to be given hereunder, shall be in writing and shall be: delivered in person (and a confirming copy sent by first class mail); or shall be mailed by registered mail; or delivered by facsimile with a return receipt showing delivery (and a confirming copy sent by first class mail), to the following addresses:

- (a) Notices to Oklahoma City:
City Clerk
The City of Oklahoma City
200 North Walker Avenue, 2nd Floor
Oklahoma City, Oklahoma 73102

and

Public Works Department
Storm Water Quality Manager
420 West Main Street, 3th Floor
Oklahoma City, Oklahoma 73102

- (b) Notices to the Participant:

The parties may hereafter designate, in writing and as provided herein, other or different persons or addresses for receipt of notice.

13. When any word in this Agreement is used in the singular number, it shall include the plural and the plural, the singular, except where contrary intention plainly appears. When any word is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

14. The parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be executed in multiple counterparts, each of which shall constitute an original.

15. The parties hereto agree that it is not their intent to create any rights or benefits to any third parties and that no third party beneficiaries shall be created or shall be deemed to be created by this Agreement.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

16. The parties hereto agree to abide by the applicable and constitutionally valid laws of the State of Oklahoma and the United States of America. The parties further agree that any action to enforce the provisions of this Agreement or any dispute over the interpretation of this Agreement shall be resolved and in a court of competent jurisdiction in Oklahoma County, Oklahoma.

17. This is the complete Agreement between the parties and no statements, representations or discussions not set forth herein shall be binding upon the parties and no party is or shall be bound by any statement or representation that does not conform with this document. No agent or any party to this Agreement has authority to alter, modify or change this Agreement except as expressly provided herein. This Agreement shall be read as a whole and shall not be interpreted either for or against any party. This Agreement may only be amended in writing as approved and executed by all parties hereto.

18. Time shall be deemed to be of the essence of this Agreement.

19. A breach of any provision of this Agreement shall be deemed to be a breach of the entire Agreement provided however the breaching party or parties shall be given thirty (30) days notice as provided herein during which to cure any breach prior to the termination of this Agreement. Provided however, the failure of any party hereto to provide notice of a breach of this Agreement shall not be deemed a waiver of that breach or any subsequent breach of a similar or different kind or nature.

20. A determination that any provision or application of any provision of this Agreement to any party is prohibited or contrary to law shall be limited to the specific language and/or party so construed, and shall not effect the validity of the remaining provisions of the Agreement or its binding effect on any other party or parties.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Approved and executed by City of Shawnee this 21st day of May,
(Participant)



Reggie Lipton
Clerk

(Participant)

Wes Maudsell
Mayor

Reviewed for form and legality:

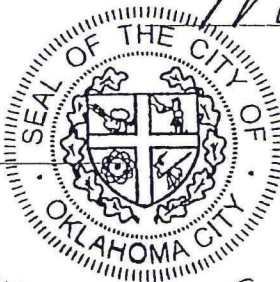
Joseph E. Worndran, Interim City Attorney
City of Shawnee

Approved and executed by The City of Oklahoma City this 21st day of June,
20 16.

THE CITY OF OKLAHOMA CITY

ATTEST: (Seal)

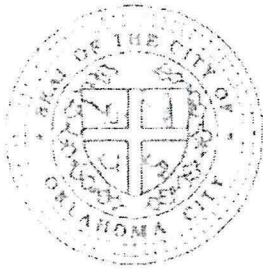
Sharon K. King
City Clerk



Phil Cantu
Mayor

REVIEWED for form and legality.

David Brunner
Assistant Municipal Counselor



MEMORANDUM

Council Agenda
Item No. VII.AH.5.
6/21/2016

The City of OKLAHOMA CITY

TO: Mayor and City Council

FROM: James D. Couch, City Manager

Inter-Governmental Agreement with the City of Shawnee, Regional Household Hazardous Waste Collection and Management Project, July 1, 2016 through June 30, 2017.

Purpose Approval of revised Household Hazardous Waste Collection and Management Service between The City of Oklahoma City and the City of Shawnee to continue providing a Household Hazardous Waste Collection and Management Service.

Background An Agreement was approved January 2, 2008 (Item No. VI.AC.) with the City of Shawnee and has remained in effect with annual renewals requested by the participant.

RECEIVED
JUN 27 2016
CITY CLERK

Some slight changes have been made in paragraph 7 of the Memorandum. The old paragraph 7 reads as follows:

7. Billings are considered due fifteen (15) calendar days after the bill is mailed. If payment is not received by the due date a ten (10%) percent late fee will be assed to the Participant and service to residents of any delinquent Participant and service to residents of any delinquent Participants will be subject to termination seven (7) calendar days after the due date.

The new paragraph 7 reads as follows:

7. Billings are considered due forty-five (45) calendar days after issuance of billing. If payment is not received by the due date a (10%) percent late fee will be assessed to the Participant and service to residents of any delinquent Participants will be subject to termination ninty (90) calendar days after the bill issuance date.

Because of this change we asked that a new Hazardous Waste Inter-Government Memorandum be approved and executed. The City of Oklahoma City agrees to continue accepting household hazardous waste from residents of the City of Shawnee with the understanding that The City of Oklahoma City will maintain an accounting of these cross-jurisdictional amounts and the City of Shawnee will reimburse The City

of Oklahoma City for collection and disposal of household hazardous waste per terms of the Agreement.

Term July 1, 2016 through June 30, 2017.

Revenue Account Storm Water Drainage Utility Fund - Hazardous Materials Services - 330-0075-42250000.

Review Public Works Department

Recommendation: Agreement be approved.

Regular Board of Commissioners**1.h.**

Meeting Date: 06/18/2018

Mayor Appointment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointment

Shawnee Library Systems BoardMarissa Lightsey 1st Full Term Expires 06/30/2021*Replaces Bob Perry*

AttachmentsLightsey Appoinement

Marissa Lightsey Biography

Marissa Lightsey is the Program Manager for the New Skills for Youth Program. Marissa earned a Bachelor of Arts in Applied Communications from Oklahoma Baptist University in 2010 and later earned a Master of Science in Human Resources, from East Central University in 2014. Passionate about the well-being of Oklahoma youth, Marissa began her professional career as the communications associate for the Oklahoma Institute for Child Advocacy where she shared the message of Oklahoma youth advocates statewide. She later served as the upward bound advisor for Seminole State College's TRiO program as well as an advisor for Seminole State Colleges GEAR UP program where she provided career and college advising to over 700 students.

Most recently Marissa joins the OSDE team from Oklahoma Baptist University where she served as the Director of Career Development for four years. Under her leadership OBU reported a record 98% placement outcome within 6 months of graduation for the 2015 – 2016 graduating class, while hosting more than 200 employers on campus in a single academic year setting an institutional record.

CERTIFICATION OF LIBRARY BOARD APPOINTMENTS

This is to certify to the Oklahoma Department of Libraries that the following person has been appointed by the City Council of Shawnee, Oklahoma, Pottawatomie County, to the Pioneer Library System Board in accordance with the provisions of the Oklahoma Library Code, Constitution of Oklahoma, Article 2 #12 and 51 O.S. 1971 #6.

Name: Marissa Lightsey

As provided in the Oklahoma Library
Code, 65. O.S. 1971, Article 4—103 (b).

Address: 1923 North Bell Avenue
Shawnee, OK 74804

Phone: (Cell) 512-7631

Email: marissalightsey@yahoo.com

Three Year Term: July 1, 2018 – June 30, 2021

Executed the _____ day of _____, 20____.

Mayor

Attest:

City Clerk _____

(seal)

ODL
7/27/78

Regular Board of Commissioners

3.

Meeting Date: 06/18/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Swearing in of William Chance Allison as City Treasurer.

Attachments

No file(s) attached.

Regular Board of Commissioners

4.

Meeting Date: 06/18/2018

Budget FY 2018-2019

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a budget for Fiscal Year 2018-2019.

Attachments

Budget FY 2018-2019

City of Shawnee

OKLAHOMA



**Budget
Fiscal Year
2018-2019**

City of Shawnee
Annual Budget
Fiscal Year 2018-2019
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RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019 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, 2018 through June 30, 2019, 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 4, 2018 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	\$28,953,236
001 STREET & ALLEY FUND	\$482,640
102 E-911 FUND	\$340,768
103 REVOLVING OIL & GAS	\$306,229
104 ECONOMIC DEVELOP	\$519,725
105 SPAY/NEUTER FUND	\$22,659
106 HOTEL/MOTEL SURCHARGE	\$627,995
107 POLICE SALES TAX FUND	\$463,787
108 FIRE SALES TAX FUND	\$463,787
112 TAX INCREMENT FINANCE FUND	\$155,335
113 DRUG FORFEITURE FUND	\$35,228
201 DEBT SERVICE FUND	\$153,166
301 CAPITAL IMPROVEMENT FUND	\$3,138,774
302 STREET IMPROVEMENT FUND	\$9,901,480
350 POOL FUND	\$292,634
601 WORK COMP SELF-INSUR FUND	\$906,139
701 LIBRARY FUND	\$89,082
702 CEMETERY PERPETUAL FUND	\$167,039
704 SENIOR CITIZENS FUND	\$21,219
706 GIFTS & CONTRIBUTIONS	\$79,458
709 SISTER CITIES FUND	\$15,000

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, 2018 through June 30, 2019.

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.

BE IT FURTHER RESOLVED, that the present General Fund budget contains a Fund Balance and the SMA Fund contains a Fund Balance to begin the process of the City's General Budget maintaining Fund Balance of 15%.

Passed and approved this 18th day of June, AD., 2018

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

RICHARD FINLEY, MAYOR

SEAL
ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK



June 18, 2018

Honorable Mayor and Members of the City Commission
City of Shawnee
Shawnee, Oklahoma

RE: Annual Budget – Fiscal Year 2018-2019

Ladies and Gentlemen:

In accordance with the City Manager's duties and responsibilities as outlined in Article III, Section 2-105 of the City's Charter, please find attached hereto the proposed budget for the fiscal year ending June 30, 2019. The recommended budget includes both Operating and Capital Budgets for FY 2018-2019. These spending plans have been prepared with the intent of reflecting the City Commission's goals and initiatives and ensuring the City performs its core and essential functions with care and consistency.

THE FY 2019 BUDGET IN PERSPECTIVE

The FY 2018 - 2019 Budget for all funds equals \$69,655,553, a decrease of \$873,183 from the City of Shawnee budget for FYE 2017-2018. This is a result of the completion of projects in the Capital Fund. Please note that these totals include fund balances.

The City Finance Director and Department Heads began the budgeting process in early February 2018 developing the budget as a team for review by the City Manager. The City Finance Director and City Manager met to review progress and finalize the draft budget ensuring consistency with the Oklahoma Budget Act. Revenues are projected based on historic data and current trends and conservative projections have been utilized.

Capital improvement projects are submitted by department heads and are selected for funding based on priority and need with consideration given to the Capital Improvement list approved by the City Commission as part of the City's Strategic Plan that was adopted in June 2017. Actual projected salaries and related employer-paid benefits are calculated at the employee-level. Maintenance and operating expenditures are budgeted based on historical data and current trends, delicately balancing departmental needs with financial resources. Department heads present their proposed departmental budgets, justifying all expenditures, using zero-based budgeting.

Fiscal year 2017-2018 ended flat in terms of revenues despite much commercial growth and development activity in the City. The completion of several retail establishments within the City, new tenants at Shawnee Mall and other current and planned projects around the City all point to increased commerce, livability, and vitality for Shawnee.

The General Fund supports police and fire services, municipal court, city clerk, code enforcement, planning and engineering, animal control, emergency management, street maintenance, traffic control, parks, cemetery, municipal auditorium, community center, senior citizens activities and general administration costs including accounting, payroll, human resources, and information technology services. Budgeted revenues total \$24,561,613 and budgeted expenditures total \$24,561,613.

Competitive and fair wages and benefits are critical to the success of our organization. During fiscal year 2017-2018 we were able to budget a one-percent (1.0%) cost-of-living increase across the board for employees. Due to flat revenues, no cost-of-living increases were included in Fiscal Year 2018-2019 Budget, although the City is paying fully for increase in health insurance. Merit increases to each employee on a performance basis are included in the budget (2.5% increase). Negotiations with the police and fire collective bargaining units are ongoing.

Table 1 details the projections for the coming fiscal year and a comparison to the prior year's budget. The table does not include fund balance unless needed for expenditures.

Table 1: Fiscal Year 2018-2019 projections and prior-year comparisons.

FUND	2018-2019	2017-2018	INCREASE (DECREASE)	ENDING FUND BALANCE
GENERAL FUND	24,561,613	\$23,468,963	\$1,092,650	\$4,391,873
SHAWNEE MUNICIPAL FUND	\$18,588,860	\$19,532,454	(\$943,594)	\$5,535,823
CAPITAL IMPROV FUND	\$2,961,202	\$2,487,500	\$473,702	\$250,502
STREET IMPROV FUND	\$8,800,000	\$8,232,449	\$567,551	\$1,101,480
ALL OTHER FUNDS	\$3,406,948	\$3,878,938	(\$471,990)	\$1,121,509
TOTAL	\$58,318,623	\$58,424,646	(\$106,023)	\$12,401,187

The Shawnee Municipal Authority (SMA) and the Shawnee Airport Authority (SAA) budgets and financial plans are included as part of the City budget.

REVENUES

By far, the City's largest source of revenue comes from City Sales Tax, which is showing moderate growth. Therefore, a 2.5% growth in sales tax is budgeted for the fiscal year 2018-2019. Use Tax has increased significantly in the last few budget years due to new construction within the City and the increased collection of tax on internet sales. During fiscal year 2016-2017, the State of Oklahoma reached an agreement with Amazon to remit tax. During fiscal year 2017-2018 we saw a growth of 22% or about \$300,000 in Use Tax as a result of this agreement. Once Amazon opens their planned Oklahoma City distribution center, we may see a decrease in Use Tax but it will just be shifted to Sales Tax. Other revenues are projected based on historical data and current trends.

Intergovernmental Revenues includes federal, state, and local grant monies received by the City. The FY 2018-2019 budget includes \$2,486,472 which is 17.5% higher than fiscal year 2017-2018. During fiscal year 2017-2018 we received two police grants that will be reimbursed to the in 2018-2019 and will continue into 2019-2020. The largest portion \$1,579,992 is the money we have to book from the State for the police and fire pension and it is expensed within the appropriate departments.

Fines and Forfeitures includes court fines, fees, and proceeds from the sale of judicially confiscated property. Fiscal Year 2018-2019 projections are \$720,500 down from 2017-2018 budget. We decreased it \$200,000 based on actual collections during 2017-2018.

Licenses and Permits includes building, electrical, plumbing, and business licenses and other licenses or permits of a local nature. These revenues are by nature dependent on the local economy. A new fee schedule was adopted July 1, 2017. The FY 2018-2019 projections are \$278,000.

Other Sources of Funds includes the operating transfers made between the various funds of the City. The operating transfers are considered a source of funds for the receiving fund and transfers out are a use of funds in the disbursing fund. The operating transfers in for FY 2018-2019 is \$2,716,050. Most of the operating transfers are transfers into the General Fund as payments for services provided to the other funds.

EXPENDITURES

Budgeted wages and related employer-paid benefits of just over \$18.5 million are proposed and this comprises approximately 75% of the City's General Fund budget. Annual performance-based merit increases are included in the budgeted wages.

The City contributes to police, fire and non-union employee retirement funds, based on covered wages. The Commission approved a pension reform package in 2013 for non-union employees. Employees hired after the change, are provided a Defined Contribution (DC) Plan and the City contributes a percentage of the salary based on years of service. Existing employees were given the option of staying with a Defined Benefit (DB) Plan or switching to the DC Plan.

This budget includes a contribution rate of 16.1% to the Oklahoma Municipal Retirement Fund for non-union employees that chose the DB plan. Employees that chose the DB plan also contribute an additional 4.25% to help fund it. Since the pension changes were enacted in 2013, the general fund expenses for pension costs are down over \$400,000 on an annual basis. The City's contribution rate for

police and fire employees for their respective retirement plans is determined by the State of Oklahoma. The current rate for Fire is 14% and the current rate for Police is 13%.

Workers' compensation expenses are down from previous years. We changed third-party administrators several years ago and this has cut our cost and we have settled some old cases. In February 2015, Oklahoma law changed and it has also benefited the City by stabilizing costs. Worker compensation allocation will remain at the same level as last year, at \$650,000.

Reserves for accrued compensated absences have not been accounted for in the proposed beginning Fund Balance. Compensated absences include earned, but unused, vacation and sick leave for covered employees. The dollar amount of compensated absences must be reported in the City's government-wide financial statements and represents a long-term legal obligation to pay benefits now earned by City employees, which will be paid in the future.

Shawnee Municipal Authority

The Shawnee Municipal Authority (SMA) provides water, sewer, and sanitation services for approximately 12,000 City customers. The SMA relies primarily on payment for services and product delivered and is operated as a business unit (Enterprise Fund). During FY 2014-2015 the consulting firm *Smith, Roberts and Baldeschwiler* prepared a master plan that was accepted by the Commission in Fall 2014. This plan will help guide the City with regard to utility needs for the next 20 years and has been followed up with a contract with the engineering firm *Guernsey* to prepare plans for the first phase of major improvements. Revenues from water sales are projected based on year end estimates with a small increase. Budgeted revenues total \$18,588,860 and budgeted expenditures total \$15,398,559. The discrepancy is a result of an anticipated loan for the water and sewer plant work that will begin at the end of the fiscal year. There have not been any rate increases since 2013 and a new rate structure will need to be considered in FY 2018-2019.

Shawnee Airport Authority

The Shawnee Regional Airport serves the general aviation needs of the area. The 2018-2019 proposed Shawnee Airport Authority (SAA) business plan includes revenues of \$1,401,713 and expenditures of \$1,401,713. The revenues are generated by fuel sales, hanger and property leases and a grant for \$556,463.

With the FAA grant that we received in 2015-2016 we were able to complete the weather station, apron lighting, and apron hard-stand projects, along with the installation of a new beacon. At this time, all hanger space is rented and all improved land is leased, while new construction is also occurring. We continue to search for additional ways to generate revenue and increase our hanger space. Fuel sales have leveled off (Figure 1), but we are being competitive with price and looking at ways to increase sales. The commission adopted a five-year capital improvement plan during fiscal year 2015-2016 that includes additional grant funding in the near future as well as the potential for a collaborative project between the City, the SAA and the Shawnee Industrial Authority (SIA). The taxiway project was awarded to the lowest bidder on June 6, 2018 and that project will be completed in Fiscal Year 2018-2019.

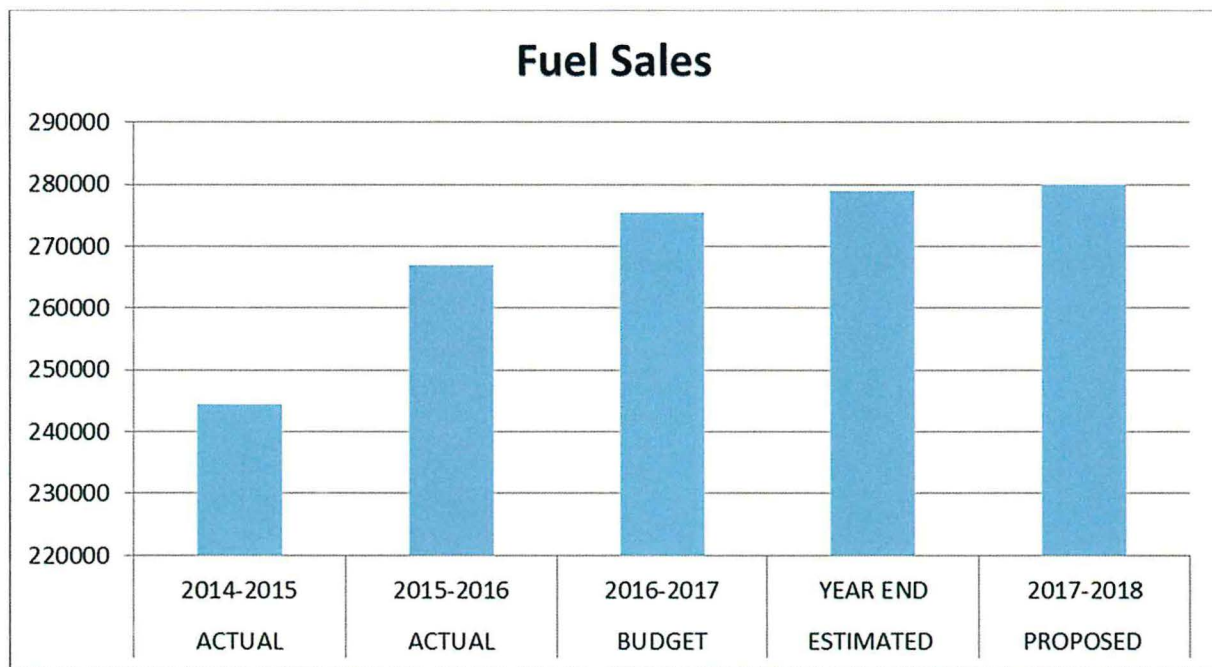


Figure 1: Fuel revenue at the Shawnee Regional Airport.

Capital Improvement Fund

The Capital Improvement Fund budget is \$2,678,702. Sales tax generates approximately \$2.6 million in new money each year. A debt service payment of \$1,422,070 is budgeted to pay for the loan associated with the new fire station, the Motorola tower and the Shawnee Splash. The remaining funds will be used for miscellaneous capital needs such as police cars, computer upgrades, playground equipment and equipment.

Street Improvement Fund

The Street Fund Budget is \$8,800,000 which includes fund balance. Money has been reserved for Kickapoo Street South which is expected to be under construction in 2019. Budgeted money is also included for sidewalks, street rehab, purchase of a new streetsweeper and miscellaneous street projects. The City is also in the process of a comprehensive street evaluation process that should be ready for City Commission review by late-Summer 2018. This new tool will aid considerably in the prioritization of street improvements and the assessment of future needs.

Community Development Block Grant (CDBG)

CDBG programs are not reported in the City's budget since all projects are funded directly by the Department of Housing and Urban Development (HUD) on a reimbursement basis. City CDBG programs are overseen by the Shawnee Urban Renewal Authority (SURA) and the City to provide housing rehabilitation for low-income citizens. The City is a CDBG entitlement city reimbursed directly by HUD for wages, related employer-paid benefits, and construction and rehabilitation expenditures.

FYE 2018 OUTLOOK, SIGNIFICANT ISSUES AND PRIORITIES

We are optimistic about the overall financial condition of Shawnee for the next fiscal year. Through the prudent use of City funds, we expect to provide the citizens of and visitors to Shawnee quality services that rival any other municipality in the State of similar size. A lot has been accomplished during FY 2017-2018. We have made great progress in implementing the Master Trails Plan thanks to the support of the Avedis Foundation, we have adopted a Strategic Plan that has a defined mission statement for the vision of the City. Downtown has seen significant improvements with the completion of the streetscape project.

However, some areas of concern remain and new demands and unforeseen events are certain to challenge the City in the new budget year. Staff would like to next emphasize some of the issues that will take priority and some strategies to address these concerns.

Public Expectations vs. Public Resources

There continues to be a desire to expand and increase services within the existing framework of revenues. To accomplish both is a continuing challenge. A continuation of community expectations for new or expanded services will require extensive discussion and deliberation. It will necessitate careful consideration of these demands and the additional revenues or reduction in other services required to compensate for the expansion of certain services. The City will continue to seek grants and intergovernmental collaboration to stretch resources and meet needs, but as previously noted, the majority of the general fund revenue comes from sales tax and we have few alternative sources of revenue.

Regulatory Impacts

Particularly in the area of water/sewer and engineering, the City will incur significant increases in costs to obtain regulatory compliance. Accordingly, it is very likely that ratepayers will see substantial additional increases in utility fees in the coming years to fund the necessary improvements. As we proceed with continued implementation of the SMA Master Plan, better cost impacts will be available.

Capital Improvement Plan and Implementation

The City has many capital needs and there is simply not enough funding to accomplish everything that needs to be done. Some of the pressing needs include: major fire apparatus purchases, upgrades to City Hall and a new central Police Station, significant upgrades to the EXPO Center, street improvements, improvements to Fire stations, City parks (implementation of Parks Master Plan), additional sidewalk and trail upgrades, and continued economic development initiatives, just to name a few. On April 2, 2018, the City Commission voted to send Proposition #4 to voters, which (if approved) would raise the City's sales tax by one-half percent to fund a variety of capital improvements. The election is on June 26. If approved, the City's most pressing capital needs will be addressed over a 10-year period and the City will be well-positioned for success.

FINANCIAL CONDITION

The financial condition and long-term outlook for the City is generally positive. Sales tax has shown modest increases over the last three years and with several new developments built, completed, or planned, it should continue to grow. We have strived to improve the quality of life in Shawnee and we could not have accomplished this without the help of many partners, agencies and the community at large. Water and sewer sales are strong and we have built a fund balance that insulates the City in times of financial stress. Figure 2 illustrates the growth of revenues for the General Fund, while Figure 3 highlights SMA revenue.

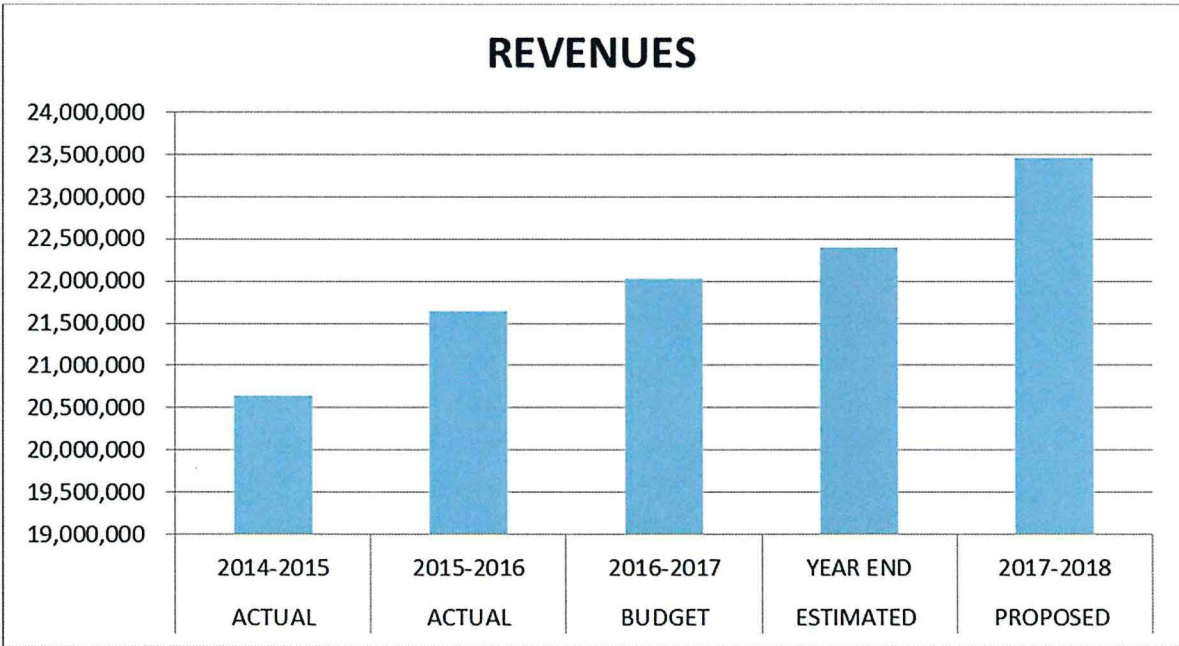


Figure 2: City revenues over last five fiscal years.

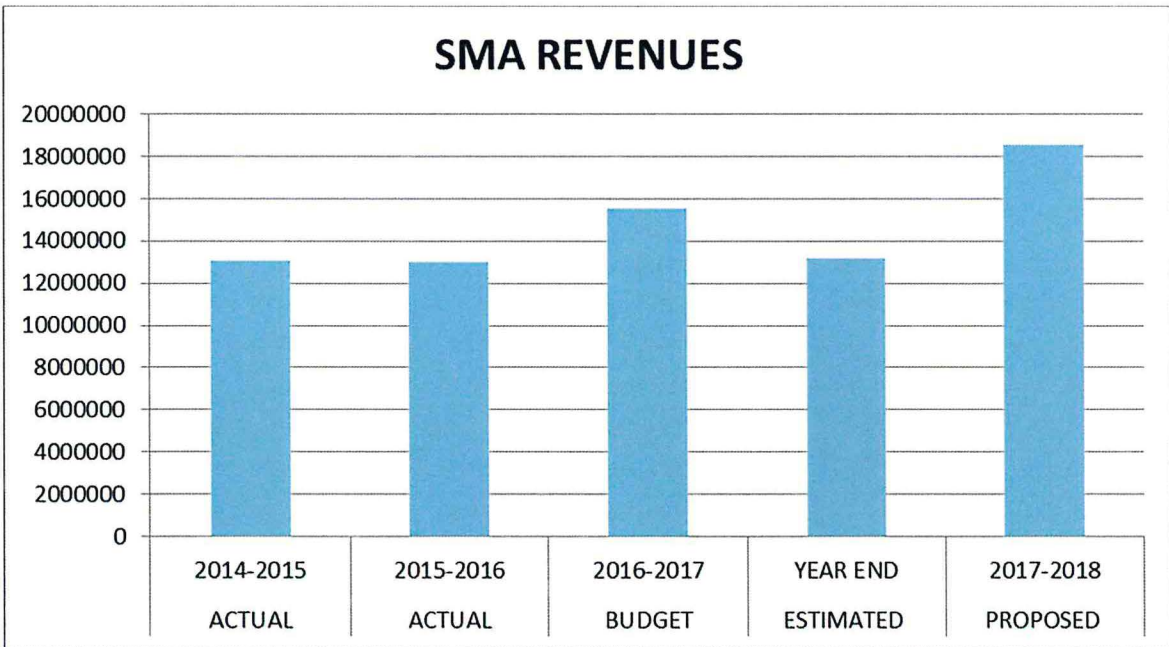


Figure 3: SMA revenues.

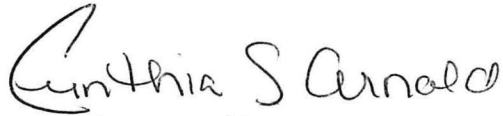
CONCLUSION

The City Manager's recommended Budget for FY 2018 - 2019 is the result of diligence on the part of staff who provided the information necessary to bring this document to the City Commission for consideration. The opportunity to maintain and improve the quality of life in Shawnee through implementation of this budget is a challenging and exciting goal that we strive to meet every day. We look forward to working with the City Commission to accomplish important endeavors and to serve the public through exemplary governance.

Respectfully submitted,



Justin Erickson
City Manager



Cynthia S. Arnold
Finance Director/City Treasurer

**City of Shawnee
Summary**

	2015-2016 ACTUAL	2016-2017 ACTUAL	2017-2018 BUDGET	2017-2018 ESTIMATE	2018-2019 BUDGET
001 GENERAL FUND					
Beginning fund balance	5,628,470	5,192,104	4,329,651	4,329,651	4,391,873
Total Revenues	20,642,958	21,641,201	21,623,438	21,445,781	24,561,363
Total Expenses	21,079,324	22,503,654	21,075,106	21,383,559	24,561,363
End of Year Adjustment					
Ending Fund Balance	5,192,104	4,329,651	4,877,983	4,391,873	4,391,873
101 Street & Alley Fund					
Beginning fund balance	99,832	49,642	49,642	(14,354)	5,671
Total Revenues	354,560	379,456	450,500	492,800	476,975
Total Expenses	404,750	443,452	414,600	472,775	475,000
End of Year Adjustment	-		-	-	-
Ending Fund Balance	49,642	(14,354)	85,542	5,671	7,646
102 E-911 Fund					
Beginning fund balance	50,752	25,799	74,628	74,628	57,818
Total Revenues	212,359	314,054	249,900	277,402	282,950
Total Expenses	237,312	265,225	243,312	294,212	269,946
End of Year Adjustment					-
Ending Fund Balance	25,799	74,628	81,216	57,818	70,822
103 REVOLVING OIL & GAS FUND					
Beginning fund balance	260,229	269,479	283,229	283,229	296,979
Total Revenues	9,250	13,750	9,250	13,750	9,250
Total Expenses	-	-	9,250	-	285,250
End of Year Adjustment					-
Ending Fund Balance	269,479	283,229	283,229	296,979	20,979
104 ECONOMIC DEVELOPMENT FUND					
Beginning fund balance	185,656	187,746	356,869	356,869	157,002
Total Revenues	299,340	955,643	305,404	305,858	362,723
Total Expenses	297,250	786,520	505,271	505,725	361,000
End of Year Adjustment					-
Ending Fund Balance	187,746	356,869	157,002	157,002	158,725
105 SPAY/NEUTER FUND					

**CITY OF SHAWNEE
SUMMARY**

	2015-2016 ACTUAL	2016-2017 ACTUAL	2017-2018 BUDGET	2017-2018 ESTIMATE	2018-2019 BUDGET
Beginning fund balance	20,932	22,012	20,225	20,225	19,659
Total Revenues	2,505	1,776	4,800	2,700	3,000
Total Expenses	1,425	3,563	3,000	3,266	3,000
End of Year Adjustment					-
Ending Fund Balance	22,012	20,225	22,025	19,659	19,659

106 HOTEL/MOTEL SURCHARGE FUND

Beginning fund balance	70,557	145,500	119,493	119,493	133,635
Total Revenues	496,722	490,032	497,125	482,302	494,360
Total Expenses	421,729	515,989	498,125	468,160	497,125
End of Year Adjustment					
Ending Fund Balance	145,550	119,543	118,493	133,635	130,870

107 POLICE SALES TAX FUND

Beginning fund balance	48,829	49,220	52,642	52,892	53,012
Total Revenues	374,159	377,994	410,775	382,054	410,775
Total Expenses	373,768	374,572	410,525	381,934	440,525
End of Year Adjustment					
Ending Fund Balance	49,220	52,642	52,892	53,012	23,262

108 FIRE SALES TAX FUND

Beginning fund balance	48,829	49,220	52,642	52,892	53,012
Total Revenues	374,159	377,994	410,775	382,054	410,775
Total Expenses	373,768	374,572	410,525	381,934	410,525
End of Year Adjustment					
Ending Fund Balance	49,220	52,642	52,892	53,012	53,262

112 TAX INCREMENT FINANCE FUND

Beginning fund balance	575,580	75,462	124,592	124,592	105,335
Total Revenues	74,882	49,130	90,000	50,722	50,000
Total Expenses	575,000	-	-	20,854	-
End of Year Adjustment			-	-	-
Ending Fund Balance	75,462	124,592	214,592	105,335	155,335

113 DRUG FORFEITURE FUND

Beginning fund balance	8,361	12,897	12,659	12,659	20,228
Total Revenues	20,967	153,723	10,000	16,069	15,000

**CITY OF SHAWNEE
SUMMARY**

	2015-2016 ACTUAL	2016-2017 ACTUAL	2017-2018 BUDGET	2017-2018 ESTIMATE	2018-2019 BUDGET
Total Expenses	16,431	153,961	10,000	8,500	10,000
End of Year Adjustment					-
Ending Fund Balance	12,897	12,659	12,659	20,228	25,228
201 DEBT SERVICE FUND					
Beginning fund balance	138,094	165,417	219,734	219,734	123,666
Total Revenues	27,323	54,317	29,500	28,932	29,500
Total Expenses	-	-	125,000	125,000	-
End of Year Adjustment					-
Ending Fund Balance	165,417	219,734	124,234	123,666	153,166
301 CAPITAL IMPROVEMENT FUND					
Beginning fund balance	125,450	-	1,216,756	1,216,756	71,172
Total Revenues	7,080,781	6,097,711	3,124,402	2,520,935	2,961,202
Total Expenses	6,955,331	3,078,705	4,112,348	3,666,519	2,781,872
End of Year Adjustment	-		-	-	-
Ending Fund Balance	-	1,216,756	228,810	71,172	250,502
302 STREET IMPROVEMET FUND					
Beginning fund balance	6,818,916	7,958,706	6,389,730	6,389,730	6,389,730
Total Revenues	3,241,051	3,241,051	3,490,000	3,310,700	3,511,750
Total Expenses	2,101,261	4,561,149	8,232,449	4,879,676	8,800,000
End of Year Adjustment					-
Ending Fund Balance	7,958,706	6,389,730	1,647,281	4,820,754	1,101,480
350 POOL FUND					
Beginning fund balance	-	(1,461)	(37,316)	(37,316)	(8,866)
Total Revenues	21,070	277,493	257,500	257,000	301,500
Total Expenses	236,212	313,348	230,000	228,550	267,500
End of Year Adjustment	258,743		-	-	-
Ending Fund Balance	(1,461)	(37,316)	(9,816)	(8,866)	25,134
601 WORK COMP SELF-INSUR FUND					
Beginning fund balance	565,979	290,893	454,690	454,690	245,639
Total Revenues	683,784	684,846	660,500	1,216,235	660,500
Total Expenses	958,867	521,049	660,500	1,425,286	660,500
End of Year Adjustment			-	-	-
Ending Fund Balance	290,896	454,690	454,690	245,639	245,639

**CITY OF SHAWNEE
SUMMARY**

	2015-2016 ACTUAL	2016-2017 ACTUAL	2017-2018 BUDGET	2017-2018 ESTIMATE	2018-2019 BUDGET
701 LIBRARY FUND					
Beginning fund balance	(20,218)	(49,333)	(103,764)	(103,764)	82
Total Revenues	74,000	89,000	89,000	198,000	89,000
Total Expenses	103,115	143,431	91,700	94,154	74,000
End of Year Adjustment			-	-	-
Ending Fund Balance	(49,333)	(103,764)	(106,464)	82	15,082
702 CEMETERY PERPETUAL FUND					
Beginning fund balance	175,716	177,962	180,618	180,618	162,039
Total Revenues	4,404	2,656	5,000	5,421	5,000
Total Expenses	2,158	-	69,778	24,000	69,778
End of Year Adjustment					-
Ending Fund Balance	177,962	180,618	115,840	162,039	97,261
704 SENIOR CITIZENS FUND					
Beginning fund balance	21,219	21,219	21,219	21,219	21,219
Total Revenues	-	-	-	-	-
Total Expenses	-	-	-	-	-
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	21,219	21,219	21,219	21,219	21,219
706 GIFTS AND CONTRIBUTIONS					
Beginning fund balance	91,651	93,147	94,808	94,808	79,458
Total Revenues	1,496	1,661	-	-	-
Total Expenses	-	-	-	15,350	-
End of Year Adjustment	-		-	-	-
Ending Fund Balance	93,147	94,808	94,808	79,458	79,458
709 SISTER CITY FUND					
Beginning fund balance	(1,250)	(1,250)	-	-	-
Total Revenues	23,734	23,734	31,000	15,015	15,000
Total Expenses	22,484	22,484	15,000	15,000	15,000
End of Year Adjustment					
Ending Fund Balance	-	-	16,000	15	-

GENERAL FUND

GENERAL FUND

	Number	Description	ACTUAL 2014-2015	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
001	4001	SALES TAX	11,544,211	11,964,210	12,087,739	13,345,961	13,529,550	13,800,141
001	4002	USE TAX	1,310,543	1,580,404	1,426,049	2,030,350	1,735,381	2,000,000
001	4003	ALCOHOLIC BEVERAGE TAX	118,209	116,715	123,110	135,000	133,767	145,000
001	4006	CIGARETTE TAX	203,841	213,753	220,827	225,000	218,375	225,000
001	4013	ONG FRANCHISE TAX	308,620	282,157	314,122	310,000	311,684	320,000
001	4014	OG&E FRANCHISE TAX	1,152,234	1,047,836	1,042,472	1,250,000	1,241,663	1,300,000
001	4015	SOUTHWESTERN BELL FRANCH.	36,487	41,913	30,845	40,000	36,415	37,500
001	4016	ALLEGIANCE COMM FRANCHISE	77,503	63,313	53,381	70,000	54,000	60,000
001	4017	OCCUPATIONAL TAX	13,100	14,300	13,800	17,000	12,900	13,500
001	4018	CVEC FRANCHISE	123,283	108,235	113,115	135,000	126,000	135,000
001	4049	NUISANCE / OTHER TAXES	49,150	30,020	32,810	50,000	35,000	35,000
		TOTAL TAXES	14,937,181	15,462,856	15,458,268	17,608,311	17,434,735	18,071,141
001	4101	FEDERAL GRANT REVENUE	257,570	195,752	113,718	200,000	175,000	200,000
001	4102	STATE GRANT REVENUE	66,650	12,839	72,083	65,000	55,000	60,000
001	4106	INCARCERATION COSTS	67,564	72,324	18,109	87,500	15,702	20,000
001	4111	SHAWNEE HOUSING AUTH./ IA	53,565	41,666	50,000	50,000	50,000	50,000
001	4112	INDEPEND. SCHOOL DIST./IA	76,246	78,152	78,152	78,000	78,152	78,152
001	4113	RE-ACT - IA	15,000	15,000	15,000	15,000	15,000	15,000
001	4120	MICLOUD DISPATCH	49,132	52,377	36,000	36,000	36,000	36,000
001	4145	SHELTER GRANT	183,500	236,500	178,000	-	-	-
001	4147	LEPC GRANT REVENUE	1,192	35,485	-	4,000	4,000	4,000
001	4105	COPS GRANT	17,866	-	-	83,333	55,952	113,328
001	4106	New Police Grant					50,000	330,000
001	4140	SAFR GRANT	339,116	296,005	31,608	-	-	-
001	4149	OTHER INTERGOVT. REV.	1,345,049	1,579,992	1,599,984	1,579,992	1,579,992	1,579,992
		TOTAL INTERGOVERNMENTAL	2,472,450	2,616,093	2,192,654	2,115,492	2,114,798	2,486,472
001	4202	BUILDING PERMITS	111,433	122,494	132,465	156,250	146,500	175,000
001	4203	PLUMBING PERMITS	10,940	14,160	16,940	19,500	18,000	20,000
001	4204	ELECTRICAL PERMITS	3,240	1,765	2,065	7,500	7,305	8,000
001	4205	ZONING PERMITS & APPLICATIONS	8,077	8,419	6,664	13,000	9,350	10,000
001	4206	HEATING & A/C PERMITS	14,440	13,285	18,168	20,000	22,350	25,000
001	4212	PET LICENSES & POUND FEE	11,147	9,518	5,195	11,260	5,500	10,000
001	4216	GARAGE SALE PERMITS	10,130	10,062	9,654	14,000	11,500	12,500
001	4249	OTHER PERMITS	9,900	22,865	9,890	15,000	15,480	17,500
		TOTAL LICENSES AND PERMITS	179,307	202,567	201,041	256,510	235,985	278,000
001	4301	MUNICIPAL COURT FINES	477,464	537,151	360,448	650,000	386,340	500,000
001	4302	MUNICIPAL COURT COSTS	118,180	143,283	110,725	180,000	96,018	125,000
001	4304	JUVENILE ADMIN. COSTS	3,540	2,727	2,655	3,400	2,700	3,000
001	4305	JUVENILE FINES	5,934	4,664	3,673	5,000	2,200	2,500
001	4330	TECHNOLOGY FEE	-	17,874	24,178	15,000	24,990	27,500
001	4340	COMMUNICATION FEE	-	17,881	24,141	15,000	24,990	27,500
001	4350	VECH IMPOUND FEES	32,500	35,000	35,000	35,000	33,000	35,000
		TOTAL FINES	637,618	758,580	560,819	903,400	570,238	720,500
001	4517	INSUFFICIENT CHECK FEES	140	105	130	600	150	600
001	4550	FIRE PROTECTIONS SERVICES	8,234	8,234	8,234	12,000	10,293	12,000
001	4604	COEDD BLDG. RENTAL REV.	12,000	12,000	12,000	12,000	12,000	12,000
001	4610	CDBG RENTAL REVENUE	-	12,000	12,000	12,000	12,000	12,000
001	4606	COMMUNITY BLDG RENTAL	-	-	3,926	10,000	10,595	10,000
001	4650	MUNICIPAL AUDITORIUM	-	-	1,723	10,000	4,650	10,000
001	4660	PARK RESERVATIONS	-	-	-	10,000	7,500	10,000
001		EXPO- PARKS	-	-	-	20,000	20,000	20,000
001	4696	T-MOBILE TOWER RENTAL	10,164	13,321	13,820	15,000	13,820	15,000
001	4699	OTHER RENTAL REVENUE	4,003	-	5,000	5,000	5,000	5,000

GENERAL FUND

	Number	Description	ACTUAL 2014-2015	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
001	4701	INTEREST INCOME	8,571	11,016	6,206	10,000	3,200	10,000
001	4702	INTEREST INC. - SALES TAX	8,816	8,962	8,282	13,500	9,850	13,500
001	4703	INTEREST INC. - USE TAX	1,042	1,230	1,244	1,500	1,350	1,500
001	4803	OIL & GAS ROYALTIES	13,145	4,239	7,112	-	-	-
001	4804	INSURANCE RECOVERY	19,382	86,581	5,296	-	15,000	-
001	4806	CEMETERY LOT SALES	9,100	5,250	13,213	14,000	11,890	14,000
001	4807	OTHER CEMETERY REVENUE	21,731	13,344	21,494	25,000	22,155	25,000
001	4808	FIRE RUNS	3,875	10,539	7,141	25,000	10,025	25,000
001	4809	SALE OF SURPLUS PROPERTY	26,076	4,403	11,198	25,000	19,741	25,000
001	4811	MISC. GIFTS AND DONATIONS	-	300	-	-	-	-
001	4812	CASH LONG/SHORT	39	443	(402)	-	-	-
001	4815	POLICE REPORTS	160	416	560	500	495	500
001	4820	PCDA REVENUE	-	-	-	-	-	-
001	4821	ESSENTIALS OF CRIMINAL INVEST	3,211	-	-	-	-	-
001	4822	OTHER MISC. REVENUE	65,770	26,490	8,312	25,000	25,000	25,000
001	4823	MISC REVENUE-FINGER PRINTING	4,680	4,224	2,896	4,600	2,511	4,600
001	4825	REFUNDS & REIMBURSEMENTS	19,651	22,611	28,081	30,000	28,000	30,000
001	4826	COUNTY PRISONER-REIMBURSE	-	-	-	-	-	-
001	4827	PROJECT HEART REVENUE	6,000	6,000	6,000	6,000	6,000	6,000
001	4828	PHONE REIMBURSEMENTS	-	-	-	-	-	-
001	4840	PLANNING COPY/MAP FEES	250	650	175	500	225	500
001	4841	ENGINEERING COPY/SPEC. FEES	918	1,210	3,101	2,000	350	2,000
001	4860	SAFE ROOM REBATE REVENUE	-	-	-	-	-	-
001	4870	INTERDEPARTMENTAL REVENUE	-	-	-	-	-	-
		TOTAL OTHER REVENUE	246,958	253,569	186,742	289,200	251,800	289,200
001	4915	REPAYMENT OF LOAN sma	250,000	250,000	125,000	125,000	125,000	-
001	4925	TRANSFER FROM SMA	1,100,000	1,250,000	1,250,000	1,250,000	1,250,000	1,500,000
001	4930	TRANSFER FROM CDBG 02	-	-	-	-	-	-
001	4943	TRNS FROM POLICE TAX FUND	359,859	373,768	374,572	410,525	384,000	410,525
001	4944	TRANSF FROM FIRE TAX FUND	359,585	373,768	374,572	410,525	384,000	410,525
001	4950	TRANSFER FROM CAPITAL IMPRV	-	-	-	-	-	-
001	4951	TRANSFER FROM STREET IMPV	100,000	100,000	100,000	100,000	100,000	100,000
		TRANSFER FROM OIL AND GAS	-	-	-	-	-	295,000
		TOTAL TRANSFERS	2,169,444	2,347,536	2,224,143	2,296,050	2,243,000	2,716,050
		TOTAL REVENUE	20,642,958	21,641,201	20,823,667	23,468,963	22,850,556	24,561,363

SUMMARY-EXPENSES

DEPARTMENT	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019	
CITY MANAGER	\$ 452,652	\$ 499,164	\$ 551,037	\$ 532,495	\$ 532,736	2.17%
CITY ATTORNEY	\$ 305,385	\$ 186,547	\$ 200,000	\$ 181,900	\$ 201,900	0.82%
ACCOUNTING	\$ 544,765	\$ 544,703	\$ 593,356	\$ 614,063	\$ 533,222	2.17%
INFORMATION SERVICES	\$ 478,477	\$ 538,066	\$ 606,362	\$ 576,270	\$ 644,656	2.62%
MUNICIPAL COURT	\$ 576,916	\$ 603,294	\$ 513,680	\$ 590,289	\$ 547,547	2.23%
CITY CLERK	\$ 292,911	\$ 310,189	\$ 356,278	\$ 356,860	\$ 310,030	1.26%
HUMAN RESOURCES	\$ 396,858	\$ 397,297	\$ 437,322	\$ 420,674	\$ 449,058	1.83%
COMMUNITY DEVELOP	\$ 679,728	\$ 717,284	\$ 746,938	\$ 784,580	\$ 819,193	3.34%
POLICE ADMINISTRATION	\$ 552,200	\$ 623,398	\$ 689,002	\$ 667,152	\$ 755,301	3.08%
POLICE PATROL	\$ 5,273,379	\$ 5,836,687	\$ 6,023,961	\$ 5,847,398	\$ 6,184,500	25.18%
CRIMINAL INVESTIGATION	\$ 733,251	\$ 694,934	\$ 706,620	\$ 755,460	\$ 743,261	3.03%
ANIMAL CONTROL	\$ 269,777	\$ 231,631	\$ 253,768	\$ 253,768	\$ 225,137	0.92%
DISPATCH	\$ 688,886	\$ 740,214	\$ 758,561	\$ 735,997	\$ 787,005	3.20%
FIRE PREVENTIONS	\$ 578,959	\$ 721,769	\$ 688,737	\$ 705,385	\$ 728,653	2.97%
FIRE SUPPRESSION	\$ 5,376,180	\$ 5,266,205	\$ 5,278,400	\$ 5,322,893	\$ 5,501,713	22.40%
FIRE TRAINING	\$ 184,329	\$ 197,442	\$ 207,633	\$ 211,434	\$ 221,281	0.90%
EMERGENCY MANAGEMENT	\$ 645,919	\$ 455,843	\$ 467,271	\$ 455,591	\$ 496,890	2.02%
LEPC	\$ 759	\$ 20,374	\$ 5,500	\$ -	\$ 5,500	0.02%
ENGINEERING	\$ 443,178	\$ 472,231	\$ 491,454	\$ 464,608	\$ 493,271	2.01%
STREETS	\$ 941,519	\$ 950,299	\$ 1,100,987	\$ 954,452	\$ 1,102,676	4.49%
TRAFFIC CONTROL	\$ 296,944	\$ 288,018	\$ 312,275	\$ 296,306	\$ 336,685	1.37%
PARKS	\$ 807,081	\$ 907,028	\$ 880,390	\$ 869,560	\$ 955,799	3.89%
CEMETERY	\$ 209,430	\$ 217,700	\$ 235,227	\$ 202,476	\$ 228,184	0.93%
MUNICIPAL AUDITORIUM	\$ 18,995	\$ 16,791	\$ 27,200	\$ 19,708	\$ 22,000	0.09%
COMMUNITY CENTER	\$ 44,665	\$ 14,055	\$ 9,100	\$ 6,170	\$ 9,650	0.04%
SENIOR CITIZENS	\$ 95,318	\$ 119,964	\$ 108,000	\$ 118,100	\$ 124,000	0.50%
EXPO	\$ 560,613	\$ 486,193	\$ 316,152	\$ 529,696	\$ 525,000	2.14%
EQUIPMENT SERVICES	\$ 400,600	\$ 403,438	\$ 414,216	\$ 400,493	\$ 422,870	1.72%
BUILDING MAINTENANCE	\$ 105,008	\$ 85,897	\$ 106,579	\$ 86,752	\$ 99,285	0.40%
TRANSFERS	\$ 124,640	\$ 157,000	\$ 550,000	\$ 550,000	\$ 550,000	2.24%
TRANSFER TO FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ 4,609	0.02%
	\$ 22,079,324	\$ 22,703,654	\$ 23,636,004	\$ 23,510,529	\$ 24,561,613	100.00%
Expenses						

SPECIAL REVENUE FUNDS

**101 STREET AND ALLEY FUND
2018-2019 BUDGET REVENUES AND EXPENSES**

REVENUES	Description	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
101-4006	MOTOR VEHICLE TAX	226,586	214,029	235,000	236,750	235,000
101-4007	EXCISE TAX	61,149	56,267	57,000	57,450	60,000
	TOTAL TAXES	287,735	270,296	292,000	294,200	295,000
101-4249	OTHER PERMITS	2,825	2,560	2,000	2,100	2,000
101-4701	INTEREST INCOME	-	-			
	TRANSFER FROM GEN	57,640	100,240	150,000	6,500	6,500
101-4822	OTHER MISC INCOME	6,360	6,360	6,500	190,000	173,475
	OTHER	66,825	109,160	158,500	198,600	181,975
	TOTAL INCOME	\$ 354,560	\$ 379,456	\$ 450,500	\$ 492,800	\$ 476,975
BEGINNING FUND BALANCE		\$ 99,832	\$ 49,642	\$ 49,642	\$ (14,354)	\$ 5,671
TOTAL SOURCE OF FUNDS INCL FB		\$ 454,392	\$ 429,098	\$ 500,142	\$ 478,446	\$ 482,646
EXPENDITURES						
101-5-0920-5320	NATURAL GAS			\$ -	\$ -	\$ -
101-5-0920-5321	ELECTRICITY	\$ 404,750	\$ 443,452	\$ 414,600	\$ 472,775	\$ 475,000
101-5-0920-5420	CAPITAL OUTLAY				\$ -	\$ -
	TOTAL EXPENSES	\$ 404,750	\$ 443,452	\$ 414,600	\$ 472,775	\$ 475,000
TED ENDING FUND BALANCE		\$ 49,642	\$ (14,354)	\$ 85,542	\$ 5,671	\$ 7,646
TOTAL USE OF FUNDS		\$ 454,392	\$ 429,098	\$ 500,142	\$ 478,446	\$ 482,646

102 E-911 FUND
2018-2019 BUDGET REVENUES AND EXPENSES

	Description	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
REVENUES						
102-4012	E-911	212,359	314,054	249,900	277,402	282,950
102-4701	INTEREST INCOME		\$ -	-	-	-
102-4950	TRANS FROM FB	-	-	-		
TOTAL REVENUES		212,359	314,054	249,900	277,402	282,950
BEGINNING FUND BALANCE		50,752	25,799	25,799	74,628	57,818
TOTAL SOURCE OF FUNDS INCL FB		263,111	339,853	275,699	352,030	340,768
EXPENDITURES						
102-5-0740-5210	OFFICE & COMPUTER SUP	-	-	-	-	-
102-5-0740-5220	TOOLS & MINOR EQUIP	-	1,235	-	-	-
102-5-0740-5325	TELEPHONE	151,696	170,530	158,100	180,000	183,600
102-5-0740-5350	SOFTWARE PURCHASES	8,641	-	16,000	15,000	16,000
102-5-0740-5345	TRAVEL	-	-	2,500	-	2,500
102-5-0740-5340	TRAINING	43,504	1,086	10,000	-	10,000
102-5-0740-5399	CONTINGENCY	33,471	92,374	-	42,500	-
102-5-0740-5450	CAPITAL OUTLAY-EQUIP			56,712	56,712	57,846
TOTAL EXPENSES		237,312	265,225	243,312	294,212	269,946
ESTIMATED ENDING FUND BALANCE		25,799	74,628	32,387	57,818	70,822
TOTAL USE OF FUNDS		263,111	339,853	275,699	352,030	340,768

**103 REVOLVING GAS & OIL
2018-2019 BUDGET REVENUES AND EXPENSES**

Number REVENUES	Description	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
103-4207	DRILLING PERMITS		-	-	-	-
103-4208	RENEWAL PERMITS	9,250	13,750	9,250	13,750	9,250
103-4701	INTEREST INCOME	-	-	700	-	-
103-4213	PLUGGING FEES	-	-	-	-	-
	TOTAL REVENUE	9,250	13,750	9,250	13,750	9,250
BEGINNING FUND BALANCE		260,229	269,479	273,979	283,229	296,979
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		269,479	283,229	283,229	296,979	306,229
EXPENSES						
			-			
103-5-0710-5314	INSPECTIONS & TESTING	-	-	9,150	-	9,150
103-5-0710-5353	LEGAL ADVERTISING	-	-	-	-	-
103-5-0710-5399	CONTINGENCY	-	-	100	-	100
103-5-0710-5400	0	-	-	-	-	276,000
	TOTAL EXPENSES	-	-	9,250	-	285,250
ESTIMATED ENDING FUND BALANCE		269,479	283,229	273,979	296,979	20,979
TOTAL USE OF FUNDS		269,479	283,229	283,229	296,979	306,229

**104 ECONOMIC DEVELOPMENT FUN
2018-2019 BUDGET REVENUES AND EXPENSES**

REVENUES	Description	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
104-4001	SALES TAX	299,111	302,199	309,754	305,558	313,197
104-4102	STATE GRANT REVENUE		-		-	
104-4110	AVEDIS GRANT	-	440,000	-	-	-
	SALE OF PROPERTY	-	213,238	-	-	-
104-4701	INTEREST INCOME					
104-4702	INTEREST INCOME-SALES TAX	228	206	250	300	250
104-4916	TRANSFER Fund Balance				-	47,553
	TOTAL REVENUE	299,340	955,643	310,004	305,858	361,000
EXPENSES						
104-5-1310-5330	COMMUNITY SERVICE CONTS				-	
104-5-1310-5339	OTHER CONTRACTUAL SERVICES	50,000	65,000	60,000	60,000	60,000
104-5-1310-5368	INDUSTRIAL DEVL CONTRACT	231,000	231,000	231,000	247,667	286,000
104-5-1310-5369	INDUSTRIAL DEV GRANTS					
104-5-1310-5450	CAPITAL OUTLAY	-	-	-		-
	TOTAL EXPENSES	281,000	296,000	291,000	307,667	346,000
104-5-5030-5326	TRANSFER TO SAA	-		-	-	-
104-5-5030-5627	TRANSFER TO SCCDA	-		-	-	-
104-5-5030-5420	CAPITAL BUILDING	-	475,520	174,381	183,059	
104-5-5030-5640	PYMNTS TO UNIT SCCD	-		-	-	-
104-5-5030-5641	TRANSFER TO SISTER CITIES	16,250	15,000	15,000	15,000	15,000
				-		-
	TOTAL ECONOMIC DEVELOP	297,250	786,520	480,381	505,725	361,000

**104 ECONOMIC DEVELOPMENT FUN
2018-2019 BUDGET REVENUES AND EXPENSES**

REVENUES	Description	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
104-4001	SALES TAX	299,111	302,199	305,154	305,558	317,498
104-4102	STATE GRANT REVENUE		-		-	
104-4110	AVEDIS GRANT	-	440,000	-	-	-
	SALE OF PROPERTY	-	213,238	-	-	-
104-4701	INTEREST INCOME					
104-4702	INTEREST INCOME-SALES TAX	228	206	250	300	225
104-4916	TRANSFER Fund Balance				-	45,000
	TOTAL REVENUE	299,340	955,643	305,404	305,858	362,723
Beginning Fund Balance		185,656	187,746	356,869	356,869	157,002
TOTAL SOURCE OF FUNDS INCLUDING FB		484,996	1,143,389	662,273	662,727	519,725
EXPENSES						
104-5-1310-5330	COMMUNITY SERVICE CONTS				-	
104-5-1310-5339	OTHER CONTRACTUAL SERVICES	50,000	65,000	60,000	60,000	60,000
104-5-1310-5368	INDUSTRIAL DEVL CONTRACT	231,000	231,000	231,000	247,667	286,000
104-5-1310-5369	INDUSTRIAL DEV GRANTS					
104-5-1310-5450	CAPITAL OUTLAY	-	-	-		-
	TOTAL EXPENSES	281,000	296,000	291,000	307,667	346,000
104-5-5030-5326	TRANSFER TO SAA	-		-	-	-
104-5-5030-5627	TRANSFER TO SCCDA	-		-	-	-
104-5-5030-5420	CAPITAL BUILDING	-	475,520	199,272	183,059	
104-5-5030-5640	PYMNTS TO UNIT SCCD	-		-	-	-
104-5-5030-5641	TRANSFER TO SISTER CITIES	16,250	15,000	15,000	15,000	15,000
				-		-
	TOTAL ECONOMIC DEVELOP	297,250	786,520	505,272	505,725	361,000
ESTIMATED ENDING FUND BALANCE		187,746	356,869	157,002	157,002	158,725
TOTAL USE OF FUNDS		484,996	1,143,389	662,273	662,727	519,725

**105 SPAY AND NUTER FUND
2018-2019 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
105-4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST INCOME	-	-	-	-	-
105-4814	SPAY/NEUTER REVENUE	2,505	1,776	4,800	2,700	3,000
	TOTAL REVENUES	2,505	1,776	4,800	2,700	3,000
	TOTAL SPAY/NEUTER FUND	2,505	1,776	4,800	2,700	3,000
BEGINNING FUND BALANCE		20,932	22,012	22,012	20,225	19,659
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		23,437	23,788	26,812	22,925	22,659
EXPENSES						
105-5-0640-5366	SPAY/NEUTER EXP/REFUNDS	1,425	3,563	3,000	3,266	3,000
	TOTAL REFUNDS	1,425	3,563	3,000	3,266	3,000
	TOTAL EXPENDITURES	1,425	3,563	3,000	3,266	3,000
ESTIMATED FUND BALANCE		22,012	20,225	23,812	19,659	19,659
TOTAL USE OF FUNDS		23,437	23,788	26,812	22,925	22,659

**106 HOTEL/MOTEL SURCHARGE FUND
2018-2019 BUDGET REVENUES AND EXPENSES**

REVENUES						
ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
4004	HOTEL/MOTEL SURCHARGE	496,722	490,032	497,125	482,302	494,360
	TOTAL HOTEL/MOTEL SURCHARGE	496,722	490,032	497,125	482,302	494,360
4102	STATE GRANT REVENUE	-	-	-	-	-
	TOTAL STATE GRANT REVENUE	-	-	-	-	-
	TOTAL HOTEL/MOTEL SURCHARGE FD	496,722	490,032	497,125	482,302	494,360
BEGINNING FUND BALANCE		70,557	145,450	119,493	119,493	133,635
TOTAL SOURCE OF FUNDS INCLUDING FB		567,279	635,482	616,618	601,795	627,995
EXPENSES						
5-5020-5339	OTHER CONTRACTUAL SERVICES	421,729	515,989	498,125	460,660	497,125
5-5020-5625	TRANSFER TO SMA		-	-	-	-
5-5020-5399	CONTINGENCY			-	7,500	-
	TOTAL OTHER SERVICES & CHARGES	421,729	515,989	498,125	468,160	497,125
ESTIMATED FUND BALANCE		145,550	119,493	118,493	133,635	130,870
TOTAL USE OF FUNDS		567,279	635,482	616,618	601,795	627,995

**107 POLICE SALES TAX FUND
2018-2019 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
4001	SALES TAX	373,875	377,736	410,525	381,934	410,525
	TOTAL SALES TAX	373,875	377,736	410,525	381,934	410,525
4701	INTEREST INCOME			-	-	-
4702	INTEREST INC. - SALES TAX	284	258	250	120	250
	TOTAL INTEREST INCOME	284	258	250	120	250
	TOTAL SALES & INTEREST INCOME	374,159	377,994	410,775	382,054	410,775
BEGINNING FUND BALANCE		48,829	49,220	52,642	52,892	53,012
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		422,988	427,214	463,417	434,946	463,787
EXPENSES						
5-0620-5399	CONTINGENCY			-	-	30,000
	TOTAL CONTINGENCY			-	-	30,000
5-5030-5601	TRANSFERS TO GENERAL FUND	373,768	374,572	410,525	381,934	410,525
	TOTAL TRANSFER TO OTHER FUNDS	373,768	374,572	410,525	381,934	410,525
	TOTAL CONTINGENCY & TRANSFERS	373,768	374,572	410,525	381,934	440,525
ESTIMATED ENDING FUND BALANCE		49,220	52,642	52,892	53,012	23,262
TOTAL USE OF FUNDS		422,988	427,214	463,417	434,946	463,787

**108 FIRE SALES TAX FUND
2018-2019 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
4001	SALES TAX	373,875	377,736	410,525	381,934	410,525
	TOTAL SALES TAX	373,875	377,736	410,525	381,934	410,525
4701	INTEREST INCOME			-	-	-
4702	INTEREST INC. - SALES TAX	284	258	250	120	250
	TOTAL INTEREST INCOME	284	258	250	120	250
	TOTAL SALES & INTEREST INCOME	374,159	377,994	410,775	382,054	410,775
BEGINNING FUND BALANCE		46,912	49,220	52,642	52,892	53,012
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		421,071	427,214	463,417	434,946	463,787
EXPENSES						
5-0620-5399	CONTINGENCY			-	-	-
	TOTAL CONTINGENCY			-	-	-
5-5030-5601	TRANSFERS TO GENERAL FUND	373,768	374,572	410,525	381,934	410,525
	TOTAL TRANSFER TO OTHER FUNDS	373,768	374,572	410,525	381,934	410,525
	TOTAL CONTINGENCY & TRANSFERS	373,768	374,572	410,525	381,934	410,525
ESTIMATED ENDING FUND BALANCE		49,220	52,642	52,892	53,012	53,262
TOTAL USE OF FUNDS		422,988	427,214	463,417	434,946	463,787

**112 TAX INCREMENT FINANCE FUND
2018-2019 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
4008	AD VALOREM TAXES	74,882	49,130	90,000	50,722	50,000
	TOTAL TAXES	74,882	49,130	90,000	50,722	50,000
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST INCOME	-	-	-	-	-
	TOTAL REVENUES	74,882	49,130	90,000	50,722	50,000
BEGINNING FUND BALANCE		575,580	75,463	124,593	75,462	105,330
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		<u>650,462</u>	<u>124,593</u>	<u>214,593</u>	<u>126,184</u>	<u>155,330</u>
	EXPENSES	575,000	-	-	20,854	-
ESTIMATED ENDING FUND BALANCE		75,462	124,593	214,593	105,330	155,330
TOTAL USE OF FUNDS		<u>650,462</u>	<u>124,593</u>	<u>214,593</u>	<u>126,184</u>	<u>155,330</u>

**113 DRUG FORFEITURE FUND
2018-2019 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
4107	DRUG FORFEITURE	20,967	153,723	10,000	16,069	15,000
	TOTAL TAXES	20,967	153,723	10,000	16,069	15,000
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST INCOME	-	-	-	-	-
	TOTAL REVENUES	20,967	153,723	10,000	16,069	15,000
BEGINNING FUND BALANCE		8,361	12,897	12,659	12,659	20,228
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		<u>29,328</u>	<u>166,620</u>	<u>24,726</u>	<u>28,728</u>	<u>35,228</u>
	EXPENSES	16,431	153,961	10,000	8,500	10,000
ESTIMATED ENDING FUND BALANCE		12,897	12,659	12,659	20,228	25,228
TOTAL USE OF FUNDS		<u>29,328</u>	<u>166,620</u>	<u>24,726</u>	<u>28,728</u>	<u>35,228</u>

DEBT SERVICE

**201 DEBT SERVICE FUND
2018-2019 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
4008	AD VALOREM TAXES- CURRENT			-	-	-
4009	AD VALOREM TAXES- PRIOR					
4010	PAYMENT IN LIEU OF TAXES THIRD PENNY DEBT	27,323	54,317	29,500	28,932	29,500
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST INCOME	-	-	-	-	-
	TOTAL REVENUES	27,323	54,317	29,500	28,932	29,500
BEGINNING FUND BALANCE		138,094	165,417	219,734	219,734	123,666
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		<u>165,417</u>	<u>219,734</u>	<u>249,234</u>	<u>248,666</u>	<u>153,166</u>
	EXPENSES		-	125,000	125,000	-
ESTIMATED FUND BALANCE		165,417	219,734	124,234	123,666	153,166
TOTAL USE OF FUNDS		<u>165,417</u>	<u>219,734</u>	<u>249,234</u>	<u>248,666</u>	<u>153,166</u>

CAPITAL

**301 CAPITAL IMPROVEMENT
2018-2019 BUDGET REVENUES**

ACCOUNT NUMBER	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
4001 SALES TAX	2,232,696	2,342,004	2,626,178	2,441,938	2,678,702
TOTAL TAXES	2,232,696	2,342,004	2,626,178	2,441,938	2,678,702
4101 FEDERAL GRANT REVENUE	-	-	-	-	-
4102 STATE GRANT REVENUE	110,000	1	495,724	-	-
4148 OTHER FUNDING SOURCES	4,546,246	3,643,143	-	52,997	180,000
TOTAL REVENUES	4,546,246	3,643,143	495,724	2,494,935	2,858,702
4701 INTEREST INCOME	1,839	7,344	2,500	26,000	2,500
4702 INTEREST INC-SALES TAX		6,736		-	-
4703 TRANSFERS IN	300,000	98,484	-	-	100,000
TOTAL INTEREST/TRANSFERS	301,839	112,564	2,500	26,000	102,500
TOTAL REVENUES	7,080,781	6,097,711	3,124,402	2,520,935	2,961,202
 BEGINNING FUND BALANCE	 -		 -	1,216,756	-
 TOTAL SOURCE OF FUNDS	 7,080,781	 6,097,711	 3,124,402	 3,737,691	 2,961,202

**301 CAPITAL IMPROVEMENT
2018-2019 BUDGET EXPENSES**

DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2016-2017	BUDGET 207-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
CITY MANAGER	4,358	-	-	-	-
FINANCE	-	19,558	-	-	-
INFORMATION SYSTEMS	109,930	186,180	196,300	186,626	365,000
MUNICIPAL COURT		-	-	-	-
CITY CLERK		27,842	-	-	-
HUMAN RESOURCES		32,662	-	-	-
CODE ENFORCEMENT		-	150,000	145,000	-
PLANNING		6,800	-	-	-
POLICE ADMINISTRATION	117,841	236,484	221,244	175,014	-
POLICE PATROL	260,048	62,527	79,800	115,000	323,560
CRIMINAL INVESTIGATION	-	6,492	5,000	-	4,000
ANIMAL CONTROL	6,400	40,196	33,450	-	-
POLICE DISPATCH	3,816	-	-	-	3,400
FIRE PREVENTION	9,266	-	5,000	-	12,000
FIRE SUPPRESSION	318,920	125,138	580,000	997,829	109,252
FIRE TRAINING	6,400	34,369	63,000	-	-
EMERGENCY MANAGEMENT	55,330	77,796	69,500	36,370	107,000
ENGINEERING	21,250	21,244	-	89,000	-
STREETS	193,984	-	205,700	200,635	210,000
TRAFFIC	3,730	-	36,400	48,000	-
PARKS	4,132,537	19,689	177,000	185,000	124,500
CEMETERY	7,290	-	15,800	35,000	6,000
LIBRARY	3,977	7,000	-	10,000	22,500
MUNICIPAL AUDITORIUM	44,852	585,993	588,450	25,256	42,500
COMMUNITY CENTER	16,251	10,033	10,000	-	15,000
SENIOR CTIZENS	15,215	4,406	-	-	15,000
EXPO OPERATIONS	131,989	7,200	50,000	-	-
EQUIPMENT SERVICES	44,487	12,168	-	1,090	-
BUILDING MAINTENANCE	-	-	-	1,500	-
DEBT SERVICES -	1,572,910	1,554,928	1,625,704	1,415,200	1,422,070
DEBT SERVICE -PROPOSED DEBT			-		-
TRANSFERS	-		-	-	-
	7,080,781	3,078,705	4,112,348	3,666,519	2,781,782
FUND BALANCE	-				-
TOTAL USES OF FUNDS	7,080,781	3,078,705	4,112,348	3,666,519	2,781,782

Fund 301 Capital Fund**Project****Roll over****Information Technology**

Public Works Fiber Run Replacement		\$	40,000.00
Municipal Auditorium / Splash Fiber Run		\$	25,000.00
Annual Server Replacements		\$	70,000.00
CH3 Video Server Replacment		\$	20,000.00
Access Control System Upgrades/Deployments	\$	30,000	
NVR Security Camera System Upgrades/Deployn	\$	15,000	\$ 15,000.00
Annual Desktop Systems Replacement	\$	55,000	
Police Mobile PC Replacements	\$	30,000	\$ 10,000.00
Network Switches / Routers / Upgrades	\$	15,000	
Misc Items - Printers, iPads, etc	\$	25,000	
IT Admin Server Room Dedicated Air Conditionir	\$	15,000	
Total Information Technology	\$	185,000	\$ 180,000

Police**Admin/Patrol**

Instalment payment for new units	\$	231,000
K-9 Equipment	\$	5,000
Ballistic Rifle Plates w/carrier	\$	7,500
Swat Equipment	\$	10,000
Ballistic vests	\$	7,000
Rifles	\$	3,000
Tasers	\$	6,000
Motorcycle equipment/ Trailer	\$	10,000
Handheld batteries	\$	2,000
Drone	\$	12,000
Taser installment payment (Axon Enterprise)	\$	13,200
Handheld radios	\$	16,860
Total Patrol	\$	323,560

Criminal Investigative Division

camera kits/systems	\$	4,000
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Fund 301 Capital Fund**Project****Roll over****DISPATCH****Capital Items under 5000**

Video cards/monitors/ Camera Monitor(TV) \$ 3,400

Total Police \$ **330,960**

Firs Suppression

Fire Hose \$ 6,000

Replace Equipment- hand tools \$ 6,000

Replace rescue Equipment \$ 6,000

Station Recliners \$ 6,000

Station Beds \$ 6,000

Turn put Gear \$ 32,500

Extrication Tools \$ 31,650

Thermal Imaging Cameras \$ 15,102

Total Fire Suppression \$ **109,252**

Fire Prevention

Station Furniture \$ 6,000

Replace beds \$ 6,000

Total Fire Prevention \$ **12,000**

Total Fire \$ **121,252**

Parks

New 72" mower \$ 20,000

New 16' Trailer \$ 3,000

5 Weed Trimmers \$ 1,500

Playground Equipment Maint \$ 25,000

Playground Upgrades \$ 25,000

16' enclosed trailer \$ 5,000

Beautification \$ 15,000

Tennis Court Maintenance \$ 25,000

Fund 301 Capital Fund		Project	Roll over
miscellaneous Items/Equip	\$	5,000	
Total Parks	\$	124,500	
Library			
New Phone System	\$	7,500	
HVAC Replacement	\$	10,000	
Interior Paint & Repair	\$	5,000	
Total Library	\$	22,500	
Senior Center			
New Phone System	\$	10,000	
Interior Paint & Repair	\$	5,000	
Total Senior Center	\$	15,000	
Auditorium			
New entry doors and glass	\$	20,000	
Interior Paint & Repair	\$	10,000	
Tables & Chairs	\$	7,500	
Shutters for windows	\$	5,000	
Total Auditorium	\$	42,500	
Community Center			
HVAC Replacement	\$	10,000	
Interior Paint & Repair	\$	5,000	
Total Community Center	\$	15,000	
Cemetery			
Lowering Device and Caddy	\$	6,000	
Total Cemetery	\$	6,000	

Fund 301 Capital Fund**Project****Roll over****Emergency Manangement**

Shortel 480G VoIP Desk telephone instrument sets	\$	3,600
132 bin stroage cabinet	\$	900
Outdoor Warning Device (siren)	\$	25,000
Uninterrupted Power Supply for North Radio Tower Site	\$	7,500
Motorola APX 6500 Mobile Transceivers	\$	20,800
Motorola APX 6000 Portable Transceivers	\$	10,400
Motorola APX 6500 Mobile Transceivers	\$	10,400
Motorola APX 6000 XE Portable Transceivers	\$	26,000
Motorola VHF Mobile Transceivers	\$	2,400

Total Emergency Management	\$	107,000
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Engineering/ Streets

Pictometry	\$	25,000
Enclosures for Trafic Shop	\$	50,000
Concrete Saw	\$	35,000
Hand Held Radios	\$	11,000
Centrec	\$	9,000
Traffic Cabinet	\$	20,000
Asphalt Roller	\$	60,000

Total Engineering	\$	210,000
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\$	1,179,712	\$	180,000
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**302 CAPITAL IMPROVEMENT
2018-2019 BUDGET REVENUES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
4001	SALES TAX	2,525,289	2,644,186	2,870,000	2,675,000	2,941,750
	TOTAL TAX	2,525,289	2,525,289	2,870,000	2,675,000	2,941,750
4701	INTEREST INCOME	31,477	22,424	20,000	22,700	20,000
	INTEREST INCOME-SALES TAX			-	13,000	-
	TRANSFERS	600,000	600,000	600,000	600,000	550,000
	OTHER INTER REVENUE	84,285	771,294		243,180	
	TOTAL OTHER	715,762	715,762	620,000	635,700	570,000
	TOTAL REVENUES	3,241,051	3,241,051	3,490,000	3,310,700	3,511,750
BEGINNING FUND BALANCE		6,818,916	7,699,444	6,389,730	7,958,706	6,389,730
TOTAL SOURCE OF FUNDS		<u>10,059,967</u>	<u>10,940,495</u>	<u>9,879,730</u>	<u>11,269,406</u>	<u>9,901,480</u>

**302 STREETS IMPROVEMENT FUNDS
2018-2019 BUDGET EXPENSES**

DESCRIPTION	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
PLANNING	6,093	-	-	-	-
ENGINEERING	441,895	629,650	1,074,838	552,364	400,000
STREET PROJECT- OVERLAY PROJECTS		2,059,019	5,262,454	3,667,549	5,262,454
STREET REHAB PROJECTS	71,273	1,232,118	1,330,000	41,174	1,000,000
OTHER PROJECTS			-	-	1,538,546
STREETS	1,327,154	343,467	249,000	317,589	249,000
TRAFFIC CONTROL	-	196,895	316,157	201,000	350,000
TRANSERS	200,000	100,000	-	100,000	-
PROPOSED NEW DEBT				-	
 TOTAL	 2,101,261	 4,561,149	 8,232,449	 4,879,676	 8,800,000
 FUND BALANCE	 7,958,706	 6,379,346	 1,647,281	 6,389,730	 1,647,281
 TOTAL USES OF FUNDS	 <u>10,059,967</u>	 <u>10,940,495</u>	 <u>9,879,730</u>	 <u>11,269,406</u>	 <u>10,447,281</u>

CAPITAL CONSTRUCTION BUDGET REQUEST

GENERAL CONSTRUCTION

NEW MONEY

ROLLOVER

2018-2019

001-5-0810

CENTRACS TRAFFIC SIGNALIZATION	\$	50,000.00	
MACARTHUR TUNNEL LIGHT REPLACEMENT			\$ 40,000.00
TRAFFIC SIGNAGE REPLACEMENT	\$	50,000.00	
TRAFFIC SIGNAL UPDATE	\$	200,000.00	
TRAFFIC STRIPING PROJECTS	\$	60,000.00	

STREET CONSTRUCTION

HARRISON & 45TH INTERSECTION		\$	750,000.00	
KICKAPOO & 45TH STREET INTERSECTION IMPROVEMENTS		\$	850,000.00	
KICKAPOO SPUR TO FARREL		\$	3,800,000.00	
REPAIR BRIDGE MAINT & REPAIR		\$	400,000.00	
REHAB ASPH STREET PROJECTS FY 18-19	\$	500,000.00		
REHAB CONC STREETS PROJECT FY 18-19	\$	500,000.00		
STREET REPAIR & MAINT FY 18-19	\$	450,000.00		
SIDEWALKS	\$	500,000.00		
42nd STREET IMPROVEMENT	\$	300,000.00		
STREET SWEEPER	\$	350,000.00		
	\$	2,960,000.00	\$ 5,840,000.00	\$ 8,800,000.00

INTERNAL REVENUE FUNDS

**601 WORK COMP SELF-INSURANCE FUND
2018-2019 REVENUES AND EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST	-	-	-	-	-
4820	CHARGES FOR SERVICES	650,000	650,000	650,000	650,000	650,000
4822	OTHER MISC REVENUE	-	5,458	10,500	566,235	10,500
4825	REFUND & REIMBURSEMENTS	33,784	29,388	-	-	-
	TOTAL OTHER REVENUES	683,784	684,846	660,500	1,216,235	660,500
	TOTAL REVENUES	683,784	684,846	660,500	1,216,235	660,500
BEGINNING FUND BALANCE		565,976	290,893	454,690	454,690	245,639
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		<u>1,249,760</u>	<u>975,739</u>	<u>1,115,190</u>	<u>1,670,925</u>	<u>906,139</u>
EXPENSES	WORK COMP	958,867	521,049	660,500	1,425,286	660,500
ESTIMATED ENDING FUND BALANCE		290,893	454,690	454,690	245,639	245,639
TOTAL USE OF FUNDS		<u>1,249,760</u>	<u>975,739</u>	<u>1,115,190</u>	<u>1,670,925</u>	<u>906,139</u>

TRUST AND AGENCY FUNDS

**701 LIBRARY FUND
2018-2019 REVENUES/EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
4701	INTEREST INCOME	-	-	-		
	TOTAL INTEREST INCOME			-		
4901	TRANSFER FROM GENERAL FUND	74,000	89,000	89,000	198,000	89,000
	TOTAL REVENUES	74,000	89,000	89,000	198,000	89,000
BEGINNING FUND BALANCE		(20,218)	(49,333)	(103,764)	(103,764)	82
TOTAL SOURCE OF FUNDS INCLUDING FB		53,782	39,667	(14,764)	94,236	89,082
EXPENSES	LIBRARY	103,115	143,431	91,700	94,154	74,000
FUND BALANCE		(49,333)	(103,764)	(106,464)	82	15,082
TOTAL USE OF FUNDS		53,782	39,667	(14,764)	94,236	89,082

**702 CEMETERY PERPETUAL FUND
2018-2019 REVENUES-EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
4701	INTEREST INCOME	-	-	500	-	500
	TOTAL INTEREST	-	-	500	-	500
4806	CEMETERY LOT SALES	1,300	750	1,500	1,500	1,500
4807	OTHER CEMETERY REVENUE	3,104	1,906	3,000	2,721	3,000
4811	MISC GIFTS AND DONATIONS			-	1,200	-
	TOTAL OTHER REVENUES	4,404	2,656	4,500	5,421	4,500
	TOTAL CEMETERY PERPETUAL FUND	4,404	2,656	5,000	5,421	5,000
BEGINNING FUND BALANCE		175,716	177,962	180,618	180,618	162,039
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		180,120	180,618	185,618	186,039	167,039
EXPENSES	CEMETERY	2,158	-	69,778	24,000	69,778
FUND BALANCE		177,962	180,618	115,840	162,039	97,261
TOTAL USE OF FUNDS		180,120	180,618	185,618	186,039	167,039

**704 SENIOR CENTER
2018-2019 REVENUES AND EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2015-2016	ACTUAL 2016-2017	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST	-	-	-	-	-
	TOTAL SENIOR CENTER	-	-	-	-	-
BEGINNING FUND BALANCE		21,219	21,219	21,219	21,219	21,219
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		<u>21,219</u>	<u>21,219</u>	<u>21,219</u>	<u>21,219</u>	<u>21,219</u>
EXPENSES	SENIOR CITIZENS	-	-	-	-	-
FUND BALANCE		20,619	20,619	20,619	21,219	21,219
TOTAL USE OF FUNDS		<u>21,219</u>	<u>21,219</u>	<u>21,219</u>	<u>21,219</u>	<u>21,219</u>

**706 GIFTS AND CONTRIBUTIONS
2018-2019 REVENUES-EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2018-2019
4403	DONATIONS-JR LIVESTOCK SHOW	-	-	-	-	-
4330	CAR SEAT PROGRAM	-	-	-	1,400	-
4411	BRICK SALES-CELLIF PARK	-	-	-	-	-
4420	DONATIONS-POLICE DEPT	-	-	-	-	-
4423	DONATIONS-FIRE DEPT	-	325	-	-	-
4424	DONATIONS-JULY 4 ENTERTAIN	-	-	-	-	-
4432	DONATIONS-SAFE COMMUNITIES	-	-	-	-	-
4445	DONATIONS-HORSES IN THE CITY	-	-	-	-	-
4446	DONATIONS-YOUTH AVIATIONS	1,496	1,336	-	-	-
4448	DONATIONS-ANIMAL SHELTER	-	-	-	-	-
4449	DONATIONS-SKATE PARK	-	-	-	-	-
	TOTAL GIFTS AND DONATIONS	1,496	1,661	-	-	-
4701	INTEREST INCOME					
4722	INVEST INCOME-JR LIVESTOCK	-	1	-	-	-
	TOTAL INTEREST			-	-	-
	TOTAL REVENUES	1,496	1,661	-	-	-
	BEGINNING FUND BALANCE	91,651	93,147	94,808	94,808	79,458
	TOTAL SOURCE OF FUNDS INCLUDING FB	93,147	94,808	94,808	94,808	79,458
	EXPENSE GIFTS AND CONTRIBUTIONS	-	-	-	15,350	-
	FUND BALANCE	93,147	94,808	94,808	79,458	79,458
	TOTAL USE OF FUNDS	93,147	94,808	94,808	94,808	79,458

**709 SISTER CITIES FUND
2018-2019 REVENUES-EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2015-2016	ACTUAL 2017-2018	BUDGET 2017-2018	ESTIMATED YEAR END	PROPOSED 2018-2019
4404	DONATIONS-SISTERS CITIES			-	15	-
4405	COLLECTIONS-JAPAN TRIP	16,000	7,484	-	-	-
4407	SISTER CITIES DINNER	-	-	-	-	-
4429	DELEGATION ACTIVITIES	-	-	-	-	-
	TOTAL GIFTS AND DONATIONS	16,000	7,484	-	15	-
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST	-	-	-	-	-
4701	TRANSFER IN	15,000	16,250	15,000	15,000	15,000
	TOTAL REVENUE	31,000	23,734	15,000	15,015	15,000
BEGINNING FUND BALANCE		(1,250)	(1,250)	-	-	-
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		29,750	22,484	15,000	15,015	15,000
EXPENSES	SISTER CITIES	31,000	22,484	15,000	15,000	15,000
FUND BALANCE		(1,250)	-	-	15	-
TOTAL USE OF FUNDS		29,750	22,484	15,000	15,015	15,000

Regular Board of Commissioners

5.

Meeting Date: 06/18/2018

Budget Reso. FY 2018-2019

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 for the period of July 1, 2018 through June 30, 2019 finding all things requisite and necessary have been done in preparation and presentation of budget.

Attachments

General Budget Reso FY 18-19

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019 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, 2018 through June 30, 2019, 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 4, 2018 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	\$28,953,236
001 STREET & ALLEY FUND	\$482,640
102 E-911 FUND	\$340,768
103 REVOLVING OIL & GAS	\$306,229
104 ECONOMIC DEVELOP	\$519,725
105 SPAY/NEUTER FUND	\$22,659
106 HOTEL/MOTEL SURCHARGE	\$627,995
107 POLICE SALES TAX FUND	\$463,787
108 FIRE SALES TAX FUND	\$463,787
112 TAX INCREMENT FINANCE FUND	\$155,335
113 DRUG FORFEITURE FUND	\$35,228
201 DEBT SERVICE FUND	\$153,166
301 CAPITAL IMPROVEMENT FUND	\$3,138,774
302 STREET IMPROVEMENT FUND	\$9,901,480
350 POOL FUND	\$292,634
601 WORK COMP SELF-INSUR FUND	\$906,139
701 LIBRARY FUND	\$89,082
702 CEMETERY PERPETUAL FUND	\$167,039
704 SENIOR CITIZENS FUND	\$21,219
706 GIFTS & CONTRIBUTIONS	\$79,458
709 SISTER CITIES FUND	\$15,000

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, 2018 through June 30, 2019.

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.

BE IT FURTHER RESOLVED, that the present General Fund budget contains a Fund Balance and the SMA Fund contains a Fund Balance to begin the process of the City's General Budget maintaining Fund Balance of 15%.

Passed and approved this 18th day of June, AD., 2018

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

RICHARD FINLEY, MAYOR

SEAL
ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

6.

Meeting Date: 06/18/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration and possible action to cancel the July 2, 2018 City Commission meeting.

Attachments

No file(s) attached.

Regular Board of Commissioners

7.

Meeting Date: 06/18/2018

P05-18 4900 N. Harrison

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 4900 North Harrison Avenue from C-3; Highway Commercial District to PUD; Planned Unit Development. Case No. P05-18, Applicant: TLP Associates, Inc. *(Deferred by the Planning Commission to the June 6, 2018 meeting. Deferred from the May 7, 2018 City Commission meeting. – Applicant withdrew application.)*

Attachments

P05-18 Staff Rpt

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
CITY OF SHAWNEE
PLANNING COMMISSION

RECOMMENDATION FROM:

SUBJECT:

APPLICANT: TLP Associates, INC
FOR: Planned Unit Development
LOCATION: 4900 N. Harrison Avenue, Shawnee, OK
PROJECT#: 180040 Case# P05-18

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: C-3; Highway Commercial District
REQUESTED CLASSIFICATION: PUD; Planned Unit Development (PUD)
PROPOSED PROPERTY USE: Motel and Retail Development

PLANNING COMMISSION MEETING DATE: June 6th, 2018

PLANNING COMMISSION RECOMMENDATION: Application Withdrawn

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
DEEM						
MATTHEWS						
WALKER						
BERGSTEN (CHAIRMAN)						
COWEN (VICE-CHAIRMAN)						
KIENZLE						
ROWELL						

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

Regular Board of Commissioners

8.

Meeting Date: 06/18/2018

P08-18 3954 N Kickapoo Ave

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 3954 North Kickapoo Avenue from C-2; Suburban Office Commercial District to PUD; Planned Unit Development. Case No. P08-18, Applicant: Kurt Kalies. *(Deferred by the Planning Commission to the June 6, 2018 meeting. Deferred from the May 7, 2018 City Commission meeting.)*

Attachments

P08-18 Staff Rpt

P08-18 Ord

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Kurt Kalies

FOR: Planned Unit Development

LOCATION: 3954 N. Kickapoo Avenue, Shawnee, OK

PROJECT#: 180318 Case# P08-18

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

C-2; Suburban Office Commercial District

REQUESTED CLASSIFICATION:

PUD; Planned Unit Development (PUD)

PROPOSED PROPERTY USE:

Restaurant and Retail Development

PLANNING COMMISSION MEETING DATE: June 6th, 2018

PLANNING COMMISSION RECOMMENDATION: Motion to approve with following conditions:

1. Access from Penney Street shall be south-bound only, as depicted on the master plan.
2. Prior to issuance of any building permit, necessary shared access easements / agreements shall be provided.
3. Following City procedure, all shared infrastructure (i.e. 6" water line & storm drain facility) shall be completed and appropriate easements dedicated prior to issuance of any Certificate of Occupancy.
4. Regarding Lot 8, no monument or pole sign shall be located along Penney Street, to preserve the residential nature of this roadway.
5. All other City regulations apply.
6. Align appropriate access drive with Ken Del Drive to maximize traffic calming potential.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
DEEM			X			
MATTHEWS			X			
WALKER						ABSENT
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)	X		X			
KIENZLE		X	X			
ROWELL			X			

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

SECRETARY, PLANNING COMMISSION

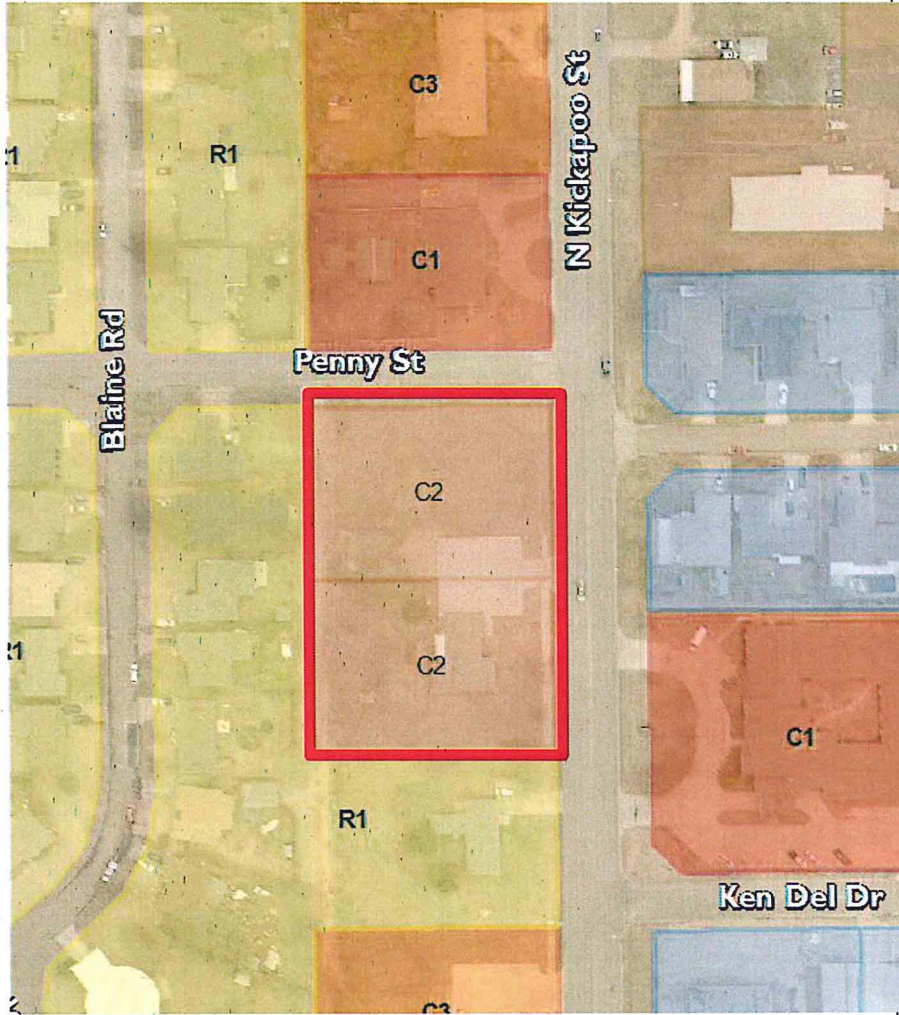
ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org				CASE # P08-18 PUBLIC HEARING DATE: June 6 th , 2018 CITY COMMISSION DATE: June 18 th , 2018	
APPLICANT: Kurt Kalies		21020 Judy Cr. McCloud OK 74851		(405) 585-3956	
PROPERTY ADDRESS/LOCATION: 3954 Kickapoo Ave.					
SUMMARY OF REQUEST: The applicant, Kalies Enterprises, LLC., is proposing a two lot Planned Unit Development (PUD) concept, providing additional commercial use on Kickapoo Street, north of MacArthur Street. Though the PUD is limited to lots 7 – 8 of College View Addition, it provides controlling language for lots 4 – 8, a master planned strip center development. At full build-out, the five-lot master planned site will contain four commercial strip centers with one lot reserved for a restaurant establishment. Ingress and egress will be limited to three locations along Kickapoo Street and internal access, parking, and drainage will be shared. At the recommendation of Staff, this case was deferred from the May Planning Commission agenda to allow time for corrections and additional information.					
EXISTING ZONING: C2	EXISTING LAND USE: Office	SURROUNDING ZONING & LAND USE: PUD (Planned Unit Development) C3 (Highway Commercial) C1 (Neighborhood Commercial)		Number of Lots: 2	PROPERTY SIZE: 1.44 Acres

STAFF REVIEW AND ANALYSIS

The contracted engineer, Stephen Landes, came forward to Planning Staff in December, 2017 to discuss the possibility of master planning Lot's 4-8, College View Addition, to create a unified shopping center. With multiple owners associated with the individual lots and site challenges present when attempting to develop each lot one at a time, a unique solution has been proposed for this development.

Because it is necessary for numerous facilities and improvements to be shared, including cross-access, parking, drainage, water and sewer, and landscaping, Staff required of the applicant a signed Property Owner's Agreement between all affected property owners (Exhibit 6). This agreement serves to bind all owners to the designs and requirements listed in the subject PUD request. Though the PUD is established exclusively for Lots 7-8, it contains the controlling language and design for all of Lots 4-8.

All lots in the development are dedicated for C-3 use, but the PUD specifically prohibits the following uses: nightclubs, bars, and facilities selling or renting pornographic material, massage parlours, among other additional uses.

A major asset of the proposed PUD is quality, internal traffic circulation and the limiting of access to three points along Kickapoo Street. As Kickapoo, particularly north of MacArthur, continues to rapidly develop, the City should encourage design that favors shared access over numerous, individual drives on each lot. A reduction in drives along Kickapoo St. is a positive development pattern that improves traffic flow, reduces congestion, and generally creates a safer roadway.

All other aspects of the PUD are in conformance with the City Zoning Code, Subdivision Regulations, and Comprehensive Plan.

Staff hereby recommends approval of the subject rezone from C-2 (Limited Office District) to a PUD, controlled by C-3 (Highway Commercial) regulations. The following conditions accompany the recommended approval:

1. Access from Penney Street shall be south-bound only, as depicted on the master plan.
2. Prior to issuance of any building permit, necessary shared access easements / agreements shall be provided.
3. Following City procedure, all shared infrastructure (i.e. 6" water line & storm drain facility) shall be completed and appropriate easements dedicated prior to issuance of any Certificate of Occupancy.
4. Regarding Lot 8, no monument or pole sign shall be located along Penney Street, to preserve the residential nature of this roadway.
5. All other City regulations apply.

APPROVE

APPROVE WITH CONDITIONS

DENY

Staff has received no letters of protest from surrounding property owners.

ATTACHMENTS: (CIRCLE)	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS	AGENCY COMMENTS		RESPONSE TO STANDARDS	

Attachments:

Exhibit 1: PUD Design Statement

Exhibit 2: PUD Master Plan Map

Exhibit 3: "Exhibit A" – Shared Drainage Plan

Exhibit 4: "Exhibit B" – Common Access Plan

Exhibit 5: "Exhibit C" – Landscape Plan

Exhibit 6: Property Owner's Agreement

Exhibit 7: Letter addressed to Planning Commission

Master Plan of

**Bison Crossing
Lots 7 & 8, Blk.1
College View Addition**

A Planned Unit Development

PUD #

April 2, 2018

A 1.38 acre tract in the Northeast Quarter
of Section 1, Township 10 North, Range 3 East I.M.,
City of Shawnee, Pottawatomie County, Oklahoma

OWNER/DEVELOPER

Kalies Enterprises, LLC
Shawnee, OK

DEVELOPMENT CONSULTANTS

This Master Development Plan and engineering documents have been prepared by:

The LandRun Group, LLC
LandRun Engineering, LLC
201 West 9th Street
Shawnee, OK 74801

PUD- #

**DESIGN STATEMENT OF THE
PLANNED UNIT DEVELOPMENT OF
BISON CROSSING,
SHAWNEE, OKLAHOMA**

1.0 INTRODUCTION

This Planned Unit Development "PUD" of Lots Seven (7) and Eight (8), Block One (1), College View Addition to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof. The PUD consists of the two (2) lots south of the intersection of Kickapoo Street and Penney Street in Shawnee, Oklahoma.

2.0 LEGAL DESCRIPTION

The legal description of the property comprising the Bison Crossing PUD is described in Exhibit "A". The boundaries of the PUD are defined as Lots 7 and 8, Block 1 of the College View Addition plat but will also include a cooperative agreement with the Lot 6, Block 1 of the College View Addition. A Business Owners Association will be developed to allow for common divided drives, water line, landscaping and drainage between Lots 4 through 8, Block 1, of the College View Addition. The common drive includes a minimum 20 feet wide fire lane along the west side of all of the lots, fire access allowed as defined on the attached master development plan, access to three (3) common drives on Kickapoo Street, common access and development of private storm sewer systems to establish detention. The cooperative agreement with Lot 6, Block 1 will define architectural and maintenance agreements for the common building divided by a Fire Barrier Wall along the property line. The Business Owners Association (BOA) will be independent of the PUD but will require by separate instrument that all lots and property owners to adhere to equal landscape, maintenance, cross-access, and controlled uses as defined in the PUD developed by this PUD.

3.0 OWNER / DEVELOPER

The developer of the property is **Kalies Enterprises, LLC.**

4.0 SITE AND SURROUNDING AREAS

The subject property is currently zoned C-2. Kickapoo Street forms the eastern boundary of the site. Property to the east of Kickapoo Street is zoned Both C1P and PUD and is developed with an assisted living center and a portion of the Ken-Del Housing Development. Property to the south is zoned R-1 Single Family but is currently being rezoned as C-3 and would have been incorporated into this PUD but could not be

included due to separate ownership. Property to the west of the site is zoned R-1 and includes single family residential housing.

5.0 PHYSICAL CHARACTERISTICS

The site has a gentle fall from south to north and is divided by a ridge at the approximate mid-point of the lots dividing the drainage flow into an east side flow which discharges into Penney Street and a west side flow which drains into Kickapoo Street and is collected in the underground storm sewer. The flow on the west side is conveyed down Penney Street until reaching Tributary #3 to Rock Creek located in the Smoking Oaks Addition to the City of Shawnee.

6.0 CONCEPT

The intention of the PUD and the adjacent development is to create a contiguous combination office and retail space with an independent food service facility located on Lot 8, Block 1 of the College View Addition, to serve the community and business professionals.

The redevelopment of the area will allow for a more diverse form of conventional C-3 zoning facilities, while maintaining adequate restrictions not adversely impacting adjacent property uses. The concept will also maintain a cohesive character with the adjacent developed properties.

7.0 SERVICE AVAILABILITY

The following is an analysis of the existing and proposed infrastructure to serve this PUD:

A. STREETS AND ACCESS EASEMENT

The Bison Crossing PUD is situated on the south side of the Penney Street and Kickapoo intersection. Lot 8 will have one access on Penney Street and a joint access between Lots 7 and 8. The south side of Lot 8 will be a fire lane for access to a 20 feet wide drive/fire lane along the west side of the common building with Lot 6. A cross-access agreement will be included in the agreement with Lot 6 creating a common fire lane along the west side and two (2) common drive lanes along the east side. The agreement will define responsibilities of the maintenance of the drives and parking areas between the properties. The BOA agreement will define cross-access of drives and parking as cross-accessed between owners of Lots 4 through 8 addition similar to the agreement created with Lot 6.

B. SANITARY SEWER

Sanitary sewer facilities are presently located on the subject property.

C. WATER

Water is presently available from a 16" main located within the Kickapoo right-of-way. The property within the PUD may be served by a six (6) inch water line that connects to a public line developed across Lots 4 and 5. The proposed 6" loop will limit the number of taps of the 16" main and create an easy access for both fire hydrants and service taps for the development.

8.0 SPECIAL DEVELOPMENT REGULATIONS

The following Special Development Regulations and limitations are placed upon the development of the PUD:

Planning and zoning regulations will be those which are in effect at the time of development of this Planned Unit Development. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referenced as part of the Special Development Regulation of this Planned Unit Development. For purposes of interpretation of these Special Development Regulations, the operative and controlling language and regulation of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the City of Shawnee's Planning and Zoning Code, as such exists at the time of development. In case of conflict between the provisions of the City Codes and Regulations and the provisions of this Planned Unit Development, the provisions of this Planned Unit Development shall be deemed to supersede.

Notwithstanding any code section pertaining to administrative approval of minor amendments, the following special conditions listed in Sections §§ 8.0 A through 18.0 E shall not be changed or amended in any way except by action of the City Council after review and recommendation by the Planning Commission.

A. USE AND DEVELOPMENT REGULATIONS

The Planned Unit Development of the Bison Crossing contains two (2) lots. Tract boundaries are depicted on the College View Addition plat and are permitted to change up to 25% by means of a lot line adjustment. The use and development regulations are as follows:

Lot 8: C-3 Automotive and Commercial Recreation District

All uses permitted in the C-3 Automotive and Commercial Recreation District shall be allowed including conditional, special permit, special exception, and/or accessory uses subject to their appropriate conditions and review procedures for public hearings, where applicable, unless otherwise noted herein. The PUD will also grant a special use permit on Lots 8 for the sale of alcohol by the drink as

long as it is a restaurant serving alcoholic beverages incident to its primary business.

Lot: 7: C-3 Automotive and Commercial Recreation District

All uses permitted in the C-3 Automotive and Commercial Recreation District shall be allowed including conditional, special permit, special exception, and/or accessory uses subject to their appropriate conditions and review procedures for public hearings, where applicable, unless otherwise noted herein. The PUD will also grant a special use permit on Lots 7 for the sale of alcohol by the drink as long as it is a restaurant serving alcoholic beverages incident to its primary business.

The following uses will be restricted on both Lots 7 and 8.

The following uses shall not be permitted on the land either through primary ownership, leases, or otherwise: (i) Nightclub, bar, or similar public or private entertainment facility (except a restaurant serving alcoholic beverages incident to its primary business), (ii) any store or facility selling or renting pornographic material or in any manner permitting pornographic materials to be available to the public, (iii) abortion clinic, (iv) massage parlor, other than within a family oriented fitness or personal care facility, (v) any establishment offering dancing as a feature of its operation, and (vi) a gambling casino or associated gaming or bingo operation.

9.0 HEIGHT

Maximum building height shall be two stories not to exceed thirty-five (35) feet.

10.0 ACCESS

Access to Bison Crossing shall be by way of three (3) entrances along Kickapoo Street one defined in this PUD and two (2) upon separate properties to the south by a separate BOA agreement. One drive may be developed on Penney Road. The joint drive agreement extends to the east property line as defined by filed Instrument xxxxxxxx. The entrance separation of 175 feet per City of Shawnee Code shall be maintained for the drives along Kickapoo Street. A joint drive agreement between Lots 7 and 8. The Cross Access Agreement is regulated by a separate instrument as defined by filed Instrument number xxxxxxxx.

11.0 SCREENING AND LANDSCAPING

- A. Sight-proof screening is required along the western boundary of this property. It shall be, at a minimum, "wolmanized" (or similarly treated) solid wood "stockade" fencing of at least six (6') feet high. This screening can be built as each lot is developed.

- B. Landscaping shall be accomplished per ordinance upon development of each lot.

12.0 SETBACKS

- A. All building set-back requirements will be as follows.
 - i. Front Yard: Twenty-five (25) feet from Right-of-Way line
 - ii. Side Yard: Zero (0) set back
 - iii. Rear Yard: twenty (20) foot set back
- B. The building on Lot 7 of this PUD will have a common fire barrier wall with the adjacent Lot 6 property. Lot 8 will have a fire lane dedicated between Lot 7 and 8 to have access to the 20 feet fire lane along the west side of the proposed building located on Lot 7.

13.0 PARKING AND ACCESS

- A. Parking for each lot shall meet current city zoning code regulations. Each lot shall have cross-access with the adjacent lot and there shall be shared parking within the development and the adjacent Lots 4 through 6.
- B. The two (2) lots in the Bison Crossing PUD will have cross-access at three (3) points between properties or joined by common drive between the two properties. Joint drive access agreements will be created between Lots 4 through 6, Block 1 of the College View Addition to facilitate accessibility and a common fire lane as shown in the attached master plan drawing.
- C. The platted lots 4 through 8, Block 1 of College View Addition will have shared access by either this PUD or separate instrument.
- D. Application for building permit on Lot 8 of this PUD must include an overall PUD site plan that depicts the location of the proposed building, size, and address of all existing buildings, all existing parking and landscaping in the PUD with the parking and landscaping proposed for the building for which a building permit is requested.

14.0 SIGNAGE

- A. Each lot will meet signage requirements defined by the City of Shawnee Code requirements.
- B. Each building shall be allowed to have either one monument sign or one pole sign identifying the business. Such sign may be located on the grassy area of the premises of the building itself. Such sign shall be no larger than four feet by four feet (4' x 4') and constructed of like material as the building which the sign identifies. In addition, each building shall be allowed wall signage.

- C. Direction and instructional signs shall be permitted within the property making up this PUD.
- D. Ground mounted directional or instructional signs that are less than eight (8) square feet shall be considered incidental and allowed within this PUD.

15.0 LIGHTING

All lighting shall not be directed or reflected toward any adjacent properties. Any lighting on the west side must be directed away from the adjacent residential developments.

16.0 ARCHITECTURE

Exterior building wall finish on all structures shall consist of a minimum sixty (60%) percent brick veneer, masonry, drivet, rock, stone, stucco, wood, or other similar type finish approved by the Planning Director of the City of Shawnee along the east and north sides. Exposed metal or exposed concrete block buildings shall not be permitted except on the west side of the structure.

17.0 OWNERSHIP AND MAINTENANCE OF COMMON AREA / OPEN SPACE

The property owners shall be responsible for the maintenance of all common / open space areas. It shall be the responsibility of the property owners for the installation, maintenance, and replacement of all landscaping, sprinkler systems, and maintenance of the signage. The formation of a Property Owner's Association with Lots 4 through 8, Block 1, of College View Addition and an independent agreement is required with the adjacent Lot 6 associated with the general maintenance of the parking, drainage, sidewalks and building maintenance.

18.0 OTHER DEVELOPMENT REGULATIONS

- A. The boundaries of the site are depicted on the plat.
- B. Dumpsters shall be located within an area screened by six to eight (6 to 8) feet of masonry.
- C. A common storm water detention plan is proposed for the drainage on the west side of Lots 4 through 8 which discharges into Penney Street unless it is recommended by City staff to convey the storm water into the public storm sewer on Kickapoo Street. A common private underground storm sewer system will be developed for the east side of Lots 6 through 8 that will discharge into the public storm sewer system on Kickapoo Street. Each lot will have access to the private storm sewer line but will be responsible for its own connection, repair of any

surface inlet, damage of the main line caused during connection of the main line. Any longer term maintenance of the main storm sewer line or connection into the public storm sewer system, if not under the responsibility of the City of Shawnee will be equally divided as per defined in the BOA or adjacent property agreement.

- D. All utility meters, including water meters, may be placed on common areas in the right-of-way/utility easement, and are not required to be on any paved area.
- E. A sidewalk shall be put in place within a 9.0' right of way sidewalk easement adjacent to the Kickapoo Street Right-of-Way. A sidewalk will be developed along Penney Street within the right of way.
- F. No additional right of way will be required along Kickapoo Street or Penney Street.
- G. Penney Street is currently 30 feet wide and will require half street improvements to a half width of 16 feet for the depth of the block. A new concrete curb and gutter will be developed on the south side of Penney Street for the length of Lot 8 but will not be required until development of Lot 8.

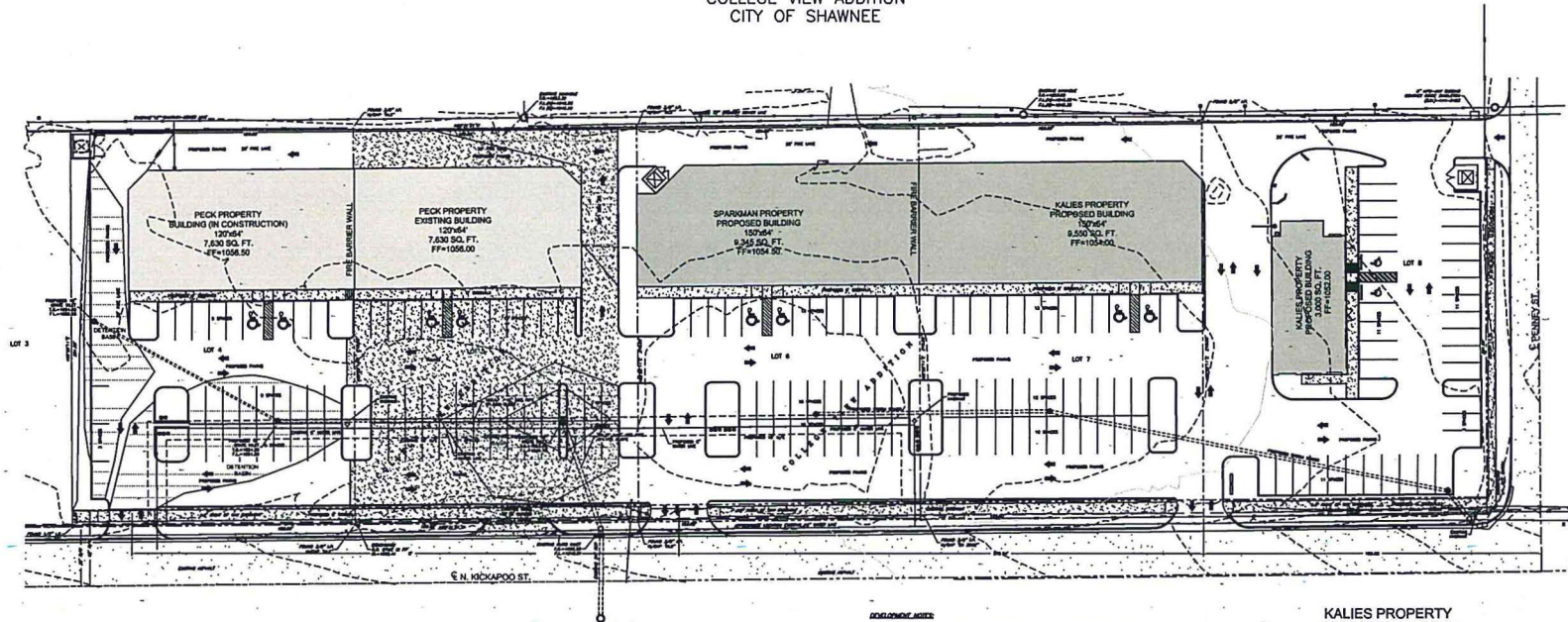
19.0 EXHIBITS

The following exhibits are attached hereto and are incorporated herein as part of this PUD Design Statement:

Exhibit A - Legal Description of PUD

Exhibit B – Master Development Plan – Lots 4 through 8.

MASTER PLAN
BISON CROSSING CENTER
LOTS 4 THROUGH 8, BLOCK 1,
COLLEGE VIEW ADDITION
CITY OF SHAWNEE



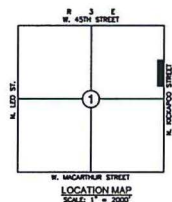
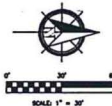
PARKING REQUIREMENTS
TOTAL BUILDING AREA = 27,118 SQ. FT.
TOTAL PARKING SPACES = 175
STORE RECOMMENDATION = 11,118 SQ. FT. @ 1 SPACE/200 SQ. FT.
BUS OFFICE = 1,218 SQ. FT. @ 1 SPACE/200 SQ. FT.
BUS RETAIL = 18,779 SQ. FT. @ 1 SPACE/200 SQ. FT.
TOTAL REQUIRED SPACES = 175 SPACES
PROVIDED SPACES = 175 SPACES



VICINITY MAP

LEGEND

- (+) BROADCAST STATION
- (-) BROADCAST STATION
- (X) BROADCAST STATION
- (W) WATER METER
- (M) WATER METER
- (P) POWER POLE
- (T) TELEPHONE POLE
- (S) SINK
- (D) DRAIN
- (E) ELEVATION
- (H) HIGH PRESSURE GAS LINE
- (L) LOW PRESSURE GAS LINE
- (S) SANITARY SEWER LINE
- (S) STORM SEWER LINE
- (P) PRESSURIZED SANITARY SEWER LINE
- (F) FLOW LINE
- (T) TELEPHONE UNDERGROUND
- (E) UNDERGROUND ELECTRIC
- (C) CABLE TV
- (P) PETROLEUM LINE
- (H) HIGH PRESSURE GAS LINE
- (L) LOW PRESSURE GAS LINE
- (S) SANITARY SEWER LINE
- (S) STORM SEWER LINE
- (P) PRESSURIZED SANITARY SEWER LINE
- (F) FLOW LINE



LOCATION MAP
SCALE: 1" = 300'

DEVELOPMENT NOTES

1. ALL PARKING WILL BE CROSS-ACCESSED & MANAGED BY OWNERS AS DETAIL IN THE PLAN.
2. ALL LANDSCAPING WILL BE CONDUCTED BY POA.
3. ARCHITECTURAL, FINISHES & MAINTENANCE OF SHOPPING CENTERS WILL BE DETAIL BY POA & OWNERS OF EACH.
4. SHAWNEE AND DETENTION WILL BE THROUGH CONCRETE PRIVATE SEWER & CONDUCTED BY POA.

**KALIES PROPERTY
LEGAL DESCRIPTION**

LOTS SEVEN (7) AND EIGHT (8), BLOCK ONE (1), COLLEGE VIEW ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

CURRENT ZONING = C-2
AVAILABLE UTILITIES:
WATER
SEWER
ELECTRIC
PHONE & FIBER OPTIC CABLE

PROPOSED RE-ZONING = C-2
FROM CURRENT ZONING WILL DEFINE CROSS-ACCESS, LANDSCAPE & SOME CONTROLLED USES IN SHOPPING CENTER.

**SPARKMAN PROPERTY
LEGAL DESCRIPTION**

LOT SIX (6), BLOCK ONE (1), COLLEGE VIEW ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

CURRENT ZONING = B-1
AVAILABLE UTILITIES:
WATER
SEWER
ELECTRIC
PHONE & FIBER OPTIC CABLE

PROPOSED RE-ZONING = C-2
FROM CURRENT ZONING WILL DEFINE CROSS-ACCESS, LANDSCAPE & SOME CONTROLLED USES IN SHOPPING CENTER.

**PECK PROPERTY
LEGAL DESCRIPTION**

LOTS FOUR (4) AND FIVE (5), BLOCK ONE (1), COLLEGE VIEW ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

CURRENT ZONING = C-2
AVAILABLE UTILITIES:
WATER
SEWER
ELECTRIC
PHONE & FIBER OPTIC CABLE

PROPOSED RE-ZONING = C-2
FROM CURRENT ZONING WILL DEFINE CROSS-ACCESS, LANDSCAPE & SOME CONTROLLED USES IN SHOPPING CENTER.

Bison Crossing, Kalies, & Sparkman Properties
Bison Crossing Center
Master Plan

THE LANDRUN GROUP, LLC
LandRun Engineering, LLC
201 W. 9th Street, Box 1584
Shawnee, OK 74802-1584
(405) 273-4222 Cell 6182 Exp. 6-30-2018
E-mail: slondes@landrungle.com

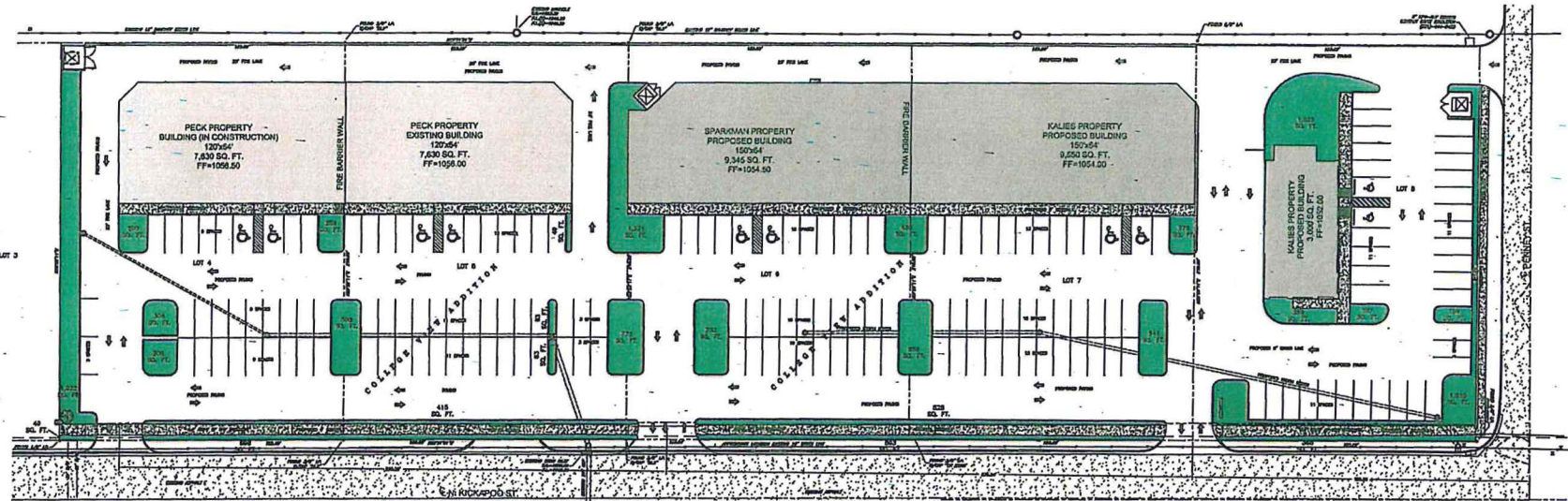
7/17/17 Date
Stephen T. Lyndon
Professional Engineer
No. 1539

Revisions	By	Date



LANDSCAPE PLAN
BISON CROSSING CENTER
 LOTS 4 THROUGH 8, BLOCK 1,
 COLLEGE VIEW ADDITION
 CITY OF SHAWNEE

RECEIVED
 MAY 15 2018
 PLANNING / CODE



PARKING REQUIREMENTS
 TOTAL BUILDING AREA = 37,189 SQ. FT.
 TOTAL PARKING SPACES = 170
 300 RESTAURANT = 11,144 SQ. FT. @ 1 SPACE/200 SQ. FT.
 300 OFFICE = 7,231 SQ. FT. @ 1 SPACE/200 SQ. FT.
 300 RETAIL = 14,775 SQ. FT. @ 1 SPACE/200 SQ. FT.
 TOTAL REQUIRED SPACES = 170 SPACES
 PROVIDED SPACES = 170 SPACES



VICINITY MAP

LEGEND



LANDSCAPE SCHEDULE

NO.	SYMBOL	DESCRIPTION	RECOMMENDATION AND NOTES
1	[Symbol]	SHRUB BUSH	RECOMMENDATION AND NOTES
2	[Symbol]	WILDOYARD BUSH	RECOMMENDATION AND NOTES
3	[Symbol]	WILDOYARD BUSH	RECOMMENDATION AND NOTES
4	[Symbol]	WILDOYARD BUSH	RECOMMENDATION AND NOTES
5	[Symbol]	WILDOYARD BUSH	RECOMMENDATION AND NOTES

LANDSCAPE REQUIREMENTS

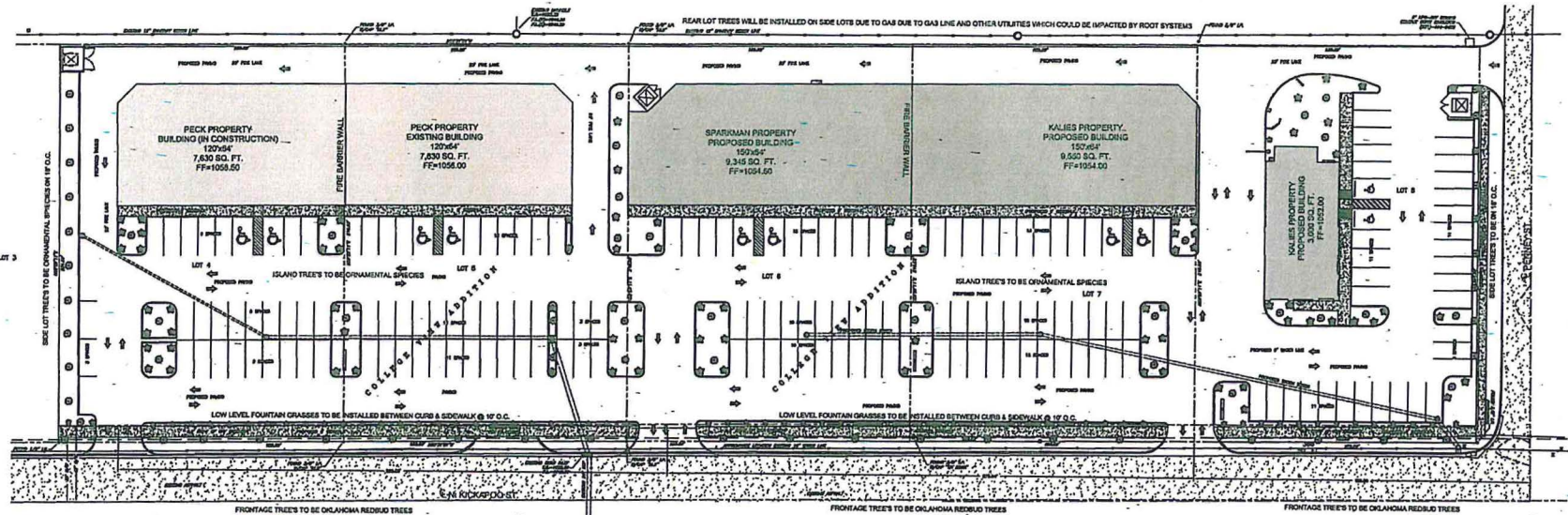
NO.	SYMBOL	DESCRIPTION	RECOMMENDATION AND NOTES
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2	[Symbol]	WILDOYARD BUSH	RECOMMENDATION AND NOTES
3	[Symbol]	WILDOYARD BUSH	RECOMMENDATION AND NOTES
4	[Symbol]	WILDOYARD BUSH	RECOMMENDATION AND NOTES
5	[Symbol]	WILDOYARD BUSH	RECOMMENDATION AND NOTES

LEGEND

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- (*) INDICATES 1/1361129467683753853853498429727072845824" DIA. PIPES
- (*) INDICATES 1/2722258935367507707706996859454145691536" DIA. PIPES
- (*) INDICATES 1/5444517870735015415413993718908291383072" DIA. PIPES
- (*) INDICATES 1/10889035741470030830827987437816582766144" DIA. PIPES
- (*) INDICATES 1/21778071482940061661655974875633165532288" DIA. PIPES
- (*) INDICATES 1/43556142965880123323311949751266331064576" DIA. PIPES
- (*) INDICATES 1/87112285931760246646623899502532662129152" DIA. PIPES
- (*) INDICATES 1/174224571863520493293247799005065324258304" DIA. PIPES
- (*) INDICATES 1/348449143727040986586495598010130648516608" DIA. PIPES
- (*) INDICATES 1/696898287454081973172991196020261290232192" DIA. PIPES
- (*) INDICATES 1/1393796574908163946345982320040522580464384" DIA. PIPES
- (*) INDICATES 1/2787593149816327892691964640081045160928768" DIA. PIPES
- (*) INDICATES 1/5575186299632655785383929280162090321857536" DIA. PIPES
- (*) INDICATES 1/11150372599265311570767858560324180643715072" DIA. PIPES
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- (*) INDICATES 1/44601490397061246283071434241296722548460288" DIA. PIPES
- (*) INDICATES 1/89202980794122492566142868482593445096920576" DIA. PIPES
- (*) INDICATES 1/178405961588244985132285736965186890193841152" DIA. PIPES
- (*) INDICATES 1/356811923176489970264571473930373780387682304" DIA. PIPES
- (*) INDICATES 1/713623846352979940529142947860747560775364608" DIA. PIPES
- (*) INDICATES 1/1427247692705959881058285895721495121550729216" DIA. PIPES
- (*) INDICATES 1/2854495385411919762116571791442990243101458432" DIA. PIPES
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- (*) INDICATES 1/11417981541647679048466287165711960972405833728" DIA. PIPES
- (*) INDICATES 1/22835963083295358096932574331423921944811667456" DIA. PIPES
- (*) INDICATES 1/45671926166590716193865148662847843889623334912" DIA. PIPES
- (*) INDICATES 1/91343852333181432387730297325695687779246669824" DIA. PIPES
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- (*) INDICATES 1/5846006549323611672814739028844523386956586868736" DIA. PIPES
- (*) INDICATES 1/11692013098647223345629478057689046773913173737472" DIA. PIPES
- (*) INDICATES 1/23384026193294446691258956115378093547826347474944" DIA. PIPES
- (*) INDICATES 1/46768052386588893382517912230756187095652694949888" DIA. PIPES
- (*) INDICATES 1/93536104773177786765035824461512374191305389899776" DIA. PIPES
- (*) INDICATES 1/187072209546355573530071648923024743982610799799552" DIA. PIPES
- (*) INDICATES 1/374144419092711147060143297846049487965221599599104" DIA. PIPES
- (*) INDICATES 1/748288838185422294120286595692098975930443199198208" DIA. PIPES
- (*) INDICATES 1/1496577676370844588240573191384197951860886398396416" DIA. PIPES
- (*) INDICATES 1/2993155352741689176481146382768395903721772796792832" DIA. PIPES
- (*) INDICATES 1/5986310705483378352962292765536791807443545593585664" DIA. PIPES
- (*) INDICATES 1/11972621410966756705924585531073583614887091187171328" DIA. PIPES
- (*) INDICATES 1/23945242821933513411849171062147167229774182374342656" DIA. PIPES
- (*) INDICATES 1/47890485643867026823698342124294334459548364748685312" DIA. PIPES
- (*) INDICATES 1/95780971287734053647396684248588668919096729497370624" DIA. PIPES
- (*) INDICATES 1/191561942575468107294793368497177337838193458994741248" DIA. PIPES
- (*) INDICATES 1/383123885150936214589586736994354675676386917989482496" DIA. PIPES
- (*) INDICATES 1/766247770301872429179173473988709351352773835978964992" DIA. PIPES
- (*) INDICATES 1/153249554060374485835834694797741870270554767195789984" DIA. PIPES
- (*) INDICATES 1/306499108120748971671669389595483740541109534391579968" DIA. PIPES
- (*) INDICATES 1/612998216241497943343338779190967401082219068783159936" DIA. PIPES
- (*) INDICATES 1/1225996432483995886686677583981934802164438137566319872" DIA. PIPES
- (*) INDICATES 1/2451992864967991773373355167963869604328876275132639744" DIA. PIPES
- (*) INDICATES 1/4903985729935983546746710335927739208657752550265279488" DIA. PIPES
- (*) INDICATES 1/9807971459871967093493420671855478417315505100530558976" DIA. PIPES
- (*) INDICATES 1/19615942919743934186986841343710956834631010201061117952" DIA. PIPES
- (*) INDICATES 1/3923188583948786837397368268742191366926202040212223504" DIA. PIPES
- (*) INDICATES 1/7846377167897573674794736537484382733852404080424447008" DIA. PIPES
- (*) INDICATES 1/15692754335795147349589473074968765467604808160848894016" DIA. PIPES
- (*) INDICATES 1/31385508671590294699178946149937309135329616321697788032" DIA. PIPES
- (*) INDICATES 1/62771017343180589398357892299874618270659232643395576064" DIA. PIPES
- (*) INDICATES 1/125542034686361178796715784599749236541318465286791152128" DIA. PIPES
- (*) INDICATES 1/251084069372722357593431569199498473082636930573582304256" DIA. PIPES
- (*) INDICATES 1/502168138745444715186863138398996946165273861147164608" DIA. PIPES
- (*) INDICATES 1/1004336277490889430373726276797993922330547722294329216" DIA. PIPES
- (*) INDICATES 1/2008672554981778860747452553595987844661094445588658432" DIA. PIPES
- (*) INDICATES 1/4017345109963557721494905107191975689322188891177317856" DIA. PIPES
- (*) INDICATES 1/8034690219927115442989810214383951378644377782354635712" DIA. PIPES
- (*) INDICATES 1/1606938043985423089597962042876790275728875556470927144" DIA. PIPES
- (*) INDICATES 1/3213876087970846179195924085753580551457751112941854288" DIA. PIPES
- (*) INDICATES 1/6427752175941692358391848171507161102915522225883708576" DIA. PIPES
- (*) INDICATES 1/12855504351883384716783696343014322205831044451767417152" DIA. PIPES
- (*) INDICATES 1/2571100870376676943356739268602864441166208890353483424" DIA. PIPES
- (*) INDICATES 1/5142201740753353886713478537205728882332417780706966848" DIA. PIPES
- (*) INDICATES 1/10284403481506707773426897074411457664664835561413933792" DIA. PIPES
- (*) INDICATES 1/20568806963013415546853794148822915329329671122827867584" DIA. PIPES
- (*) INDICATES 1/41137613926026831093707588297645830658659342245655735168" DIA. PIPES
- (*) INDICATES 1/82275227852053662187415176595291661317318684491311470336" DIA. PIPES
- (*) INDICATES 1/164550455704107324374830353190583322634637368982622840672" DIA. PIPES
- (*) INDICATES 1/329100911408214648749660706381166645269274737965245681344" DIA. PIPES
- (*) INDICATES 1/6582018228164292974993214127623332905385494759304913628

LANDSCAPE PLAN
BISON CROSSING CENTER
 LOTS 4 THROUGH 8, BLOCK 1,
 COLLEGE VIEW ADDITION
 CITY OF SHAWNEE

RECEIVED
 MAY 15 2018
 PLANNING / CODE



PARKING REQUIREMENTS
 TOTAL BUILDING AREA = 27,158 SQ. FT.
 TOTAL PARKING SPACES = 178
 TOTAL LOT AREA = 11,148 SQ. FT. @ 1 SPACE/200 SQ. FT.
 TOTAL OFFICE = 7,231 SQ. FT. @ 1 SPACE/200 SQ. FT.
 TOTAL RETAIL = 1,878 SQ. FT. @ 1 SPACE/200 SQ. FT.
 TOTAL TRUCK SPACE = 178 SPACES

NOTE:
 THE REDBUD TREES ALONG THE FRONT SIDE DRIVE AS AN OKLAHOMA SPECIES AND BECAUSE OF THEIR GENERAL SIZE, THE LOT CIVIL ENGINEER SHOULD CONSIDER PLACING BETWEEN THE DRIVE AND SIDEWALK SHOULD BE CONSIDERED WITH A BASE OR SOFT LANDSCAPE MATERIAL TO LIMIT IMPACT ON PEDESTRIAN TRAFFIC.

LEGEND

REDACTED TEXT
 REDACTED IMAGE

LANDSCAPE SCHEDULE

ITEM	QUANTITY	DESCRIPTION	REMARKS
1	1	OKLAHOMA REDBUD	FRONTAGE TREES
2	1	OKLAHOMA REDBUD	FRONTAGE TREES
3	1	OKLAHOMA REDBUD	FRONTAGE TREES
4	1	OKLAHOMA REDBUD	FRONTAGE TREES
5	1	OKLAHOMA REDBUD	FRONTAGE TREES
6	1	OKLAHOMA REDBUD	FRONTAGE TREES
7	1	OKLAHOMA REDBUD	FRONTAGE TREES
8	1	OKLAHOMA REDBUD	FRONTAGE TREES
9	1	OKLAHOMA REDBUD	FRONTAGE TREES
10	1	OKLAHOMA REDBUD	FRONTAGE TREES

LANDSCAPE REQUIREMENTS

ITEM	QUANTITY	DESCRIPTION	REMARKS
1	1	OKLAHOMA REDBUD	FRONTAGE TREES
2	1	OKLAHOMA REDBUD	FRONTAGE TREES
3	1	OKLAHOMA REDBUD	FRONTAGE TREES
4	1	OKLAHOMA REDBUD	FRONTAGE TREES
5	1	OKLAHOMA REDBUD	FRONTAGE TREES
6	1	OKLAHOMA REDBUD	FRONTAGE TREES
7	1	OKLAHOMA REDBUD	FRONTAGE TREES
8	1	OKLAHOMA REDBUD	FRONTAGE TREES
9	1	OKLAHOMA REDBUD	FRONTAGE TREES
10	1	OKLAHOMA REDBUD	FRONTAGE TREES

LEGEND

- (*) INDICATES 1/2" SCALE FOR LOT
- (*) INDICATES 1/4" SCALE FOR LOT
- (*) INDICATES 1/8" SCALE FOR LOT
- (*) INDICATES 1/16" SCALE FOR LOT
- (*) INDICATES 1/32" SCALE FOR LOT
- (*) INDICATES 1/64" SCALE FOR LOT
- (*) INDICATES 1/128" SCALE FOR LOT
- (*) INDICATES 1/256" SCALE FOR LOT
- (*) INDICATES 1/512" SCALE FOR LOT
- (*) INDICATES 1/1024" SCALE FOR LOT
- (*) INDICATES 1/2048" SCALE FOR LOT
- (*) INDICATES 1/4096" SCALE FOR LOT
- (*) INDICATES 1/8192" SCALE FOR LOT
- (*) INDICATES 1/16384" SCALE FOR LOT
- (*) INDICATES 1/32768" SCALE FOR LOT
- (*) INDICATES 1/65536" SCALE FOR LOT
- (*) INDICATES 1/131072" SCALE FOR LOT
- (*) INDICATES 1/262144" SCALE FOR LOT
- (*) INDICATES 1/524288" SCALE FOR LOT
- (*) INDICATES 1/1048576" SCALE FOR LOT
- (*) INDICATES 1/2097152" SCALE FOR LOT
- (*) INDICATES 1/4194304" SCALE FOR LOT
- (*) INDICATES 1/8388608" SCALE FOR LOT
- (*) INDICATES 1/16777216" SCALE FOR LOT
- (*) INDICATES 1/33554432" SCALE FOR LOT
- (*) INDICATES 1/67108864" SCALE FOR LOT
- (*) INDICATES 1/134217728" SCALE FOR LOT
- (*) INDICATES 1/268435456" SCALE FOR LOT
- (*) INDICATES 1/536870912" SCALE FOR LOT
- (*) INDICATES 1/1073741824" SCALE FOR LOT
- (*) INDICATES 1/2147483648" SCALE FOR LOT
- (*) INDICATES 1/4294967296" SCALE FOR LOT
- (*) INDICATES 1/8589934592" SCALE FOR LOT
- (*) INDICATES 1/17179869184" SCALE FOR LOT
- (*) INDICATES 1/34359738368" SCALE FOR LOT
- (*) INDICATES 1/68719476736" SCALE FOR LOT
- (*) INDICATES 1/137438953472" SCALE FOR LOT
- (*) INDICATES 1/274877907344" SCALE FOR LOT
- (*) INDICATES 1/549755814688" SCALE FOR LOT
- (*) INDICATES 1/1099511629376" SCALE FOR LOT
- (*) INDICATES 1/2199023258752" SCALE FOR LOT
- (*) INDICATES 1/4398046517504" SCALE FOR LOT
- (*) INDICATES 1/8796093035008" SCALE FOR LOT
- (*) INDICATES 1/17592186070016" SCALE FOR LOT
- (*) INDICATES 1/35184372140032" SCALE FOR LOT
- (*) INDICATES 1/70368744280064" SCALE FOR LOT
- (*) INDICATES 1/140737488560128" SCALE FOR LOT
- (*) INDICATES 1/281474977120256" SCALE FOR LOT
- (*) INDICATES 1/562949954240512" SCALE FOR LOT
- (*) INDICATES 1/1125899908481024" SCALE FOR LOT
- (*) INDICATES 1/2251799816962048" SCALE FOR LOT
- (*) INDICATES 1/4503599633924096" SCALE FOR LOT
- (*) INDICATES 1/9007199267848192" SCALE FOR LOT
- (*) INDICATES 1/18014398535696384" SCALE FOR LOT
- (*) INDICATES 1/36028797071392768" SCALE FOR LOT
- (*) INDICATES 1/72057594142785536" SCALE FOR LOT
- (*) INDICATES 1/144115188285571072" SCALE FOR LOT
- (*) INDICATES 1/288230376571142144" SCALE FOR LOT
- (*) INDICATES 1/576460753142284288" SCALE FOR LOT
- (*) INDICATES 1/1152921506284568576" SCALE FOR LOT
- (*) INDICATES 1/2305843012569137152" SCALE FOR LOT
- (*) INDICATES 1/4611686025138274304" SCALE FOR LOT
- (*) INDICATES 1/9223372050276548608" SCALE FOR LOT
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- (*) INDICATES 1/36893488201106194432" SCALE FOR LOT
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- (*) INDICATES 1/59029581121769910912" SCALE FOR LOT
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- (*) INDICATES 1/944473297948318574592" SCALE FOR LOT
- (*) INDICATES 1/1888946595896637149184" SCALE FOR LOT
- (*) INDICATES 1/3777893191793274298368" SCALE FOR LOT
- (*) INDICATES 1/7555786383586548596736" SCALE FOR LOT
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- (*) INDICATES 1/7922816262955648781371047936" SCALE FOR LOT
- (*) INDICATES 1/15845632525911297562742095872" SCALE FOR LOT
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- (*) INDICATES 1/1014120481578323044015494135808" SCALE FOR LOT
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- (*) INDICATES 1/8112963852626584352123953086464" SCALE FOR LOT
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- (*) INDICATES 1/519229686568101398535932997533696" SCALE FOR LOT
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- (*) INDICATES 1/2076918746272405594143731990134784" SCALE FOR LOT
- (*) INDICATES 1/4153837492544811188287463980269568" SCALE FOR LOT
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- (*) INDICATES 1/132922799761433958025198874568626176" SCALE FOR LOT
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- (*) INDICATES 1/42535295923658866568063640181960377632" SCALE FOR LOT
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- (*) INDICATES 1/272225893911416746035607297164546415104" SCALE FOR LOT
- (*) INDICATES 1/544451787822833492071214594329092830208" SCALE FOR LOT
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- (*) INDICATES 1/4355614302582667936569716754632742641664" SCALE FOR LOT
- (*) INDICATES 1/8711228605165335873139433509265485283328" SCALE FOR LOT
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- (*) INDICATES 1/139379657682645373970230936148247764533248" SCALE FOR LOT
- (*) INDICATES 1/278759315365290747940461872296495529066496" SCALE FOR LOT
- (*) INDICATES 1/557518630730581495880923744592991058132992" SCALE FOR LOT
- (*) INDICATES 1/1115037261461162991761847489185982116265984" SCALE FOR LOT
- (*) INDICATES 1/2230074522922325983523694978371964232531968" SCALE FOR LOT
- (*) INDICATES 1/4460149045844651967047389956743928465063936" SCALE FOR LOT
- (*) INDICATES 1/8920298091689303934094779913487856930127872" SCALE FOR LOT
- (*) INDICATES 1/17840596183378607868189598226975713860255744" SCALE FOR LOT
- (*) INDICATES 1/35681192366757215736379196453951427720511488" SCALE FOR LOT
- (*) INDICATES 1/71362384733514431472758392907902855440102976" SCALE FOR LOT
- (*) INDICATES 1/142724769467028862945516785815805710880210952" SCALE FOR LOT
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- (*) INDICATES 1/570899077868115451782067143263222843200210904" SCALE FOR LOT
- (*) INDICATES 1/114179815573623090356413428652645768400210904" SCALE FOR LOT
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- (*) INDICATES 1/2338402622947800890499346668086181726315789473600210904" SCALE FOR LOT
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Property Owner's Agreement

This Agreement made on this 15th day of MAY 2018.

BETWEEN David Peck, Bison Crossing 2, LLC., located at 1540 North Harrison, Shawnee, OK 74804

AND David Peck, Bison Crossing, LLC., located at 1540 North Harrison, Shawnee, OK 74804

AND Darin and/or Shelli Sparkman, Stonebridge Farms, LLC., located at 43809 MacArthur Street, Shawnee, OK 74804

AND Kurt and/or Leilani Kalies, Kalies Enterprises, LLC., located at 21020 Judy Circle, McLoud, OK 74851

Description of the Agreement:

1. This Agreement concerns the properties described below:

Lot Four (4), Block One (1), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

Lot Five (5), Block One (1), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

Lot Six (6), in Block One (1), of COLLEGE VIEW ADDITION of the City of Shawnee, according to the recorded Plat thereof, State of Oklahoma, Pottawatomie County.

Lot Seven (7), Block One (1), College View Addition, to the City of Shawnee, Pottawatomie County, according to the recorded plat thereof; AND

RECEIVED

MAY 15 2018

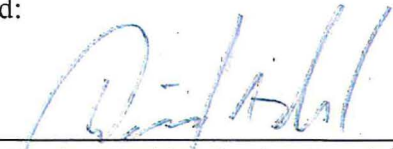
PLANNING / CODE

Lot Eight (8), Block One (1), College View Addition, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

2. The parties agree to the shared drainage facilities that are outlined in Exhibit A attached hereto. Further the parties agree to maintain their respective portions of the drainage facilities as needed to keep it operating appropriately and to prevent damage to any adjoining property. The parties are also not to block the drainage that is presently in place and has been approved by the City of Shawnee.
3. The parties further agree to sharing the common access across the properties, which can be seen in Exhibit B attached hereto. Each party is responsible for maintaining their respective portions of the common access.
4. The parties also agree that there will be shared parking amongst the properties. The parking will be for all patrons of the shops and businesses that are located on said properties and will be maintained by the appropriate parties based upon the location of the parking spots.
5. Further, the parties agree to the construction of the proposed six-inch water line. The parties also agree to maintain their respective portions of the water line, once it has been constructed and when such maintenance is required.
6. The parties agree to the landscaping plan that is outlined in Exhibit C attached hereto. Each of the parties will maintain their respective landscaping.
7. These requirements are to run with the property and shall be binding on all parties and all persons claiming under them until May 15, 2048, at which time said agreement shall be automatically extended for successive periods of ten (10) years, unless an instrument is signed by a majority of the then owners of the properties has been recorded, agreeing to change the said agreement in whole or in part.

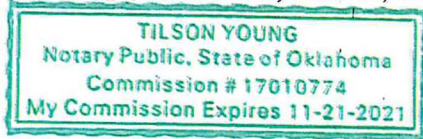
This agreement is binding on the below signing parties, as well as any future owners of the properties listed in this document.

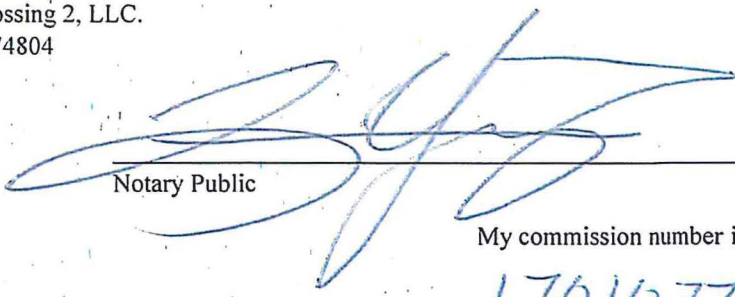
Accepted:

Signed: 

Date: 5-15-18

Managing Member: David Peck, Bison Crossing 2, LLC.
1540 North Harrison #222, Shawnee, OK 74804



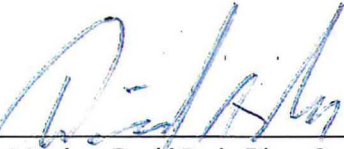

Notary Public

My commission expires:

11/21/21

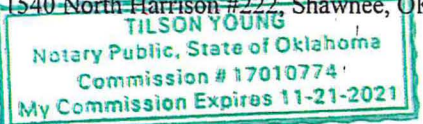
My commission number is:

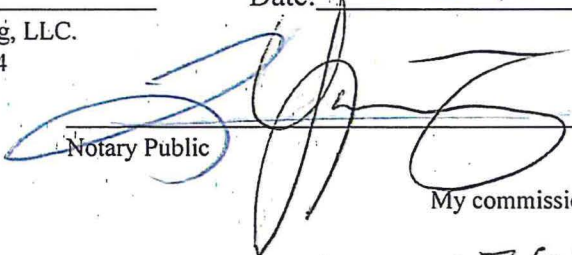
17010774

Signed: 

Date: 5-15-18

Managing Member: David Peck, Bison Crossing, LLC.
1540 North Harrison #222, Shawnee, OK 74804




Notary Public

My commission expires:

11/21/21

My commission number is:

17010774

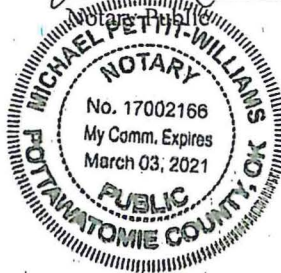
Signed: _____

Date: _____

Managing Member(s): Darin and/or Shellie Sparkman, Stonebridge Farms, LLC.
43809 MacArthur Street, Shawnee, OK 74804

My commission expires:

03/03/2021



My commission number is:

17002166

Signed: _____

Date: _____

Member/Manager: Kurt and/or Leilani Kalies, Kalies Enterprises, LLC.
21020 Judy Circle, McLoud, OK 74851

My commission expires:

03/03/2021



My commission number is:

17002166

JDGL Legal Resource Group, LLC
PO Box 1584, Shawnee, OK 74802-1584
201 West 9th Street, Shawnee, OK 74801
jlandes@landrungroup.com
Phone: (405) 273-4222 Fax: (405) 395-9499

May 14, 2018

Planning Commission
City of Shawnee
16 West 9th Street
Shawnee, OK 74801

RE: Property Owner's Agreement

Dear City Planning Commission:

This letter is to act as a binding agreement between the parties that have all signed below in prelude to a Property Owner's Agreement. The following properties will be bound by this letter and the future Property Owner's Agreement:

Lot Four (4), Block One (1), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

Lot Five (5), Block One (1), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

Lot Six (6), in Block One (1), of COLLEGE VIEW ADDITION of the City of Shawnee, according to the recorded Plat thereof, State of Oklahoma, Pottawatomie County.

Lot Seven (7), Block One (1), College View Addition, to the City of Shawnee, Pottawatomie County, according to the recorded plat thereof; AND

Lot Eight (8), Block One (1), College View Addition, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

RECEIVED

MAY 15 2018

PLANNING / CODE

The Property Owner's Agreement shall be developed and signed by all the parties prior to any building permits being issued. The parties all agree that the following items will be addressed in the Property Owner's Agreement:

- Shared drainage facilities and maintenance thereof;
- Common access;
- Shared parking;
- Construction and maintenance of the proposed six-inch water line; and
- Landscaping.

Specifically, the below signing parties agree to the shared drainage facilities that are outlined in Exhibit A attached hereto. Further, the parties agree to maintain the drainage facilities as is required during the course of the ownership of the properties.

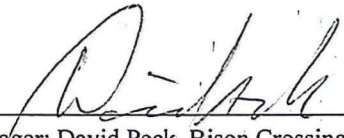
Furthermore, the below signing properties will be sharing a common access across the property which can be seen in Exhibit B attached hereto. The parties further agree to maintain shared common access as is required.

The parties further agree that there will be shared parking amongst the properties. The parking will be for all patrons of the shops that are located on said properties and will be maintained by the parties as is required.

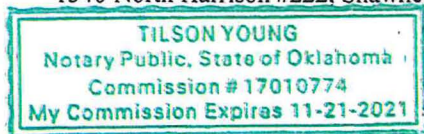
Further, the parties agree to the construction of the proposed six-inch water line. The parties also agree to maintain the water line once it has been constructed.

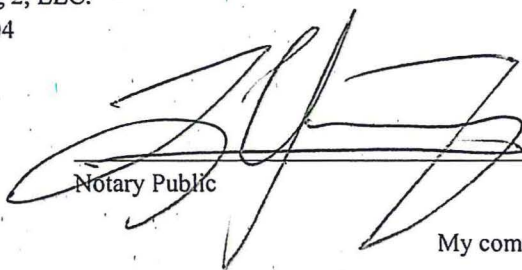
Finally, the parties agree to the landscaping plan that is outlined in Exhibit C attached hereto. The landscaping is to be maintained by each of the parties as it is outlined.

This letter and the subsequent Property Owner's Agreement are binding on the below signing parties as well as any future owners of the properties listed in this document.

Signed: 
Member/Manager: David Peck, Bison Crossing 2, LLC.
1540 North Harrison #222, Shawnee, OK 74804

Date: 5-15-18




Notary Public

My commission expires:

11/21/21

My commission number is:

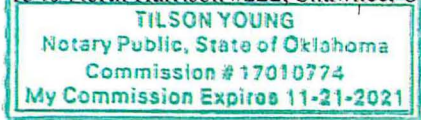
17010774

Signed: _____

Date: 5-15-18

Member/Manager: David Peck, Bison Crossing, LLC.

1540 North Harrison #222, Shawnee, OK 74804



Notary Public

My commission expires:

11/21/21

My commission number is:

17010774

Signed: _____

Date: 5-14-18

Member/Manager: Darin and/or Shelli Sparkman, Stonebridge Farms, LLC.

43809 Macarthur Street, Shawnee, OK 74804

Notary Public

My commission expires:

Sep 27, 2021

My commission number is:



Signed: _____

[Signature]

Date: _____

5/15/2018

Member/Manager: Kurt and/or Leilani Kalies, Kalies Enterprises, LLC.

21020 Judy Circle, McLoud, OK 74851

[Signature]

Notary Public

My commission expires:

03/03/2021

My commission number is:

17002166



PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: P08-18
Project Number: 180318
Date Filed: April 2nd 2018
Cherlene Pettigrew
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 _____ District to _____ District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 3954 N Kickapoo Av

LEGAL DESCRIPTION: Bk 1 Lot 7 & 8 College View

PROPERTY OWNER (S): Kalies Enterprises

PROPERTY AGENT (APPLICANT): Kurt Kalies

APPLICANT'S ADDRESS: 21020 Judy Circle

CITY: McLoud STATE: OK ZIP: 74851

EMAIL ADDRESS: kknok1@gmail.com

TELEPHONE NUMBER: (405) 585-3956 CONTACT NUMBER: ()

DIMENSIONS OF PROPERTY: AREA: 62400 sq ft WIDTH: 300'

LENGTH: 208' FRONTAGE: 300'

CURRENT ZONING: C-1 CURRENT USE: office

PROPOSED ZONING: PUD / C-3 PROPOSED USE: various commercial

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

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

Kurt Kalies
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

RECEIPT NO. 02153200

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

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

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P08-18

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

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

Lots Seven (7) and Eight (8), Block One (1), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

General Location Known As:	<u>3954 N. Kickapoo Avenue, Shawnee, OK</u>
Current Zoning Classification:	<u>C-1; Neighborhood Commercial District</u>
Requested Zoning Classification:	<u>Planned Unit Development</u>
Proposed Use of Property:	<u>Retail/Restaurant</u>
Applicant:	<u>Kurt Kalies</u>

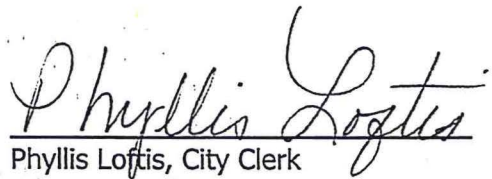
The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

May 2 nd , 2018 AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
May 7 th , 2018 AT 6:00 P.M.:	CITY OF SHAWNEE CITY COMMISSION

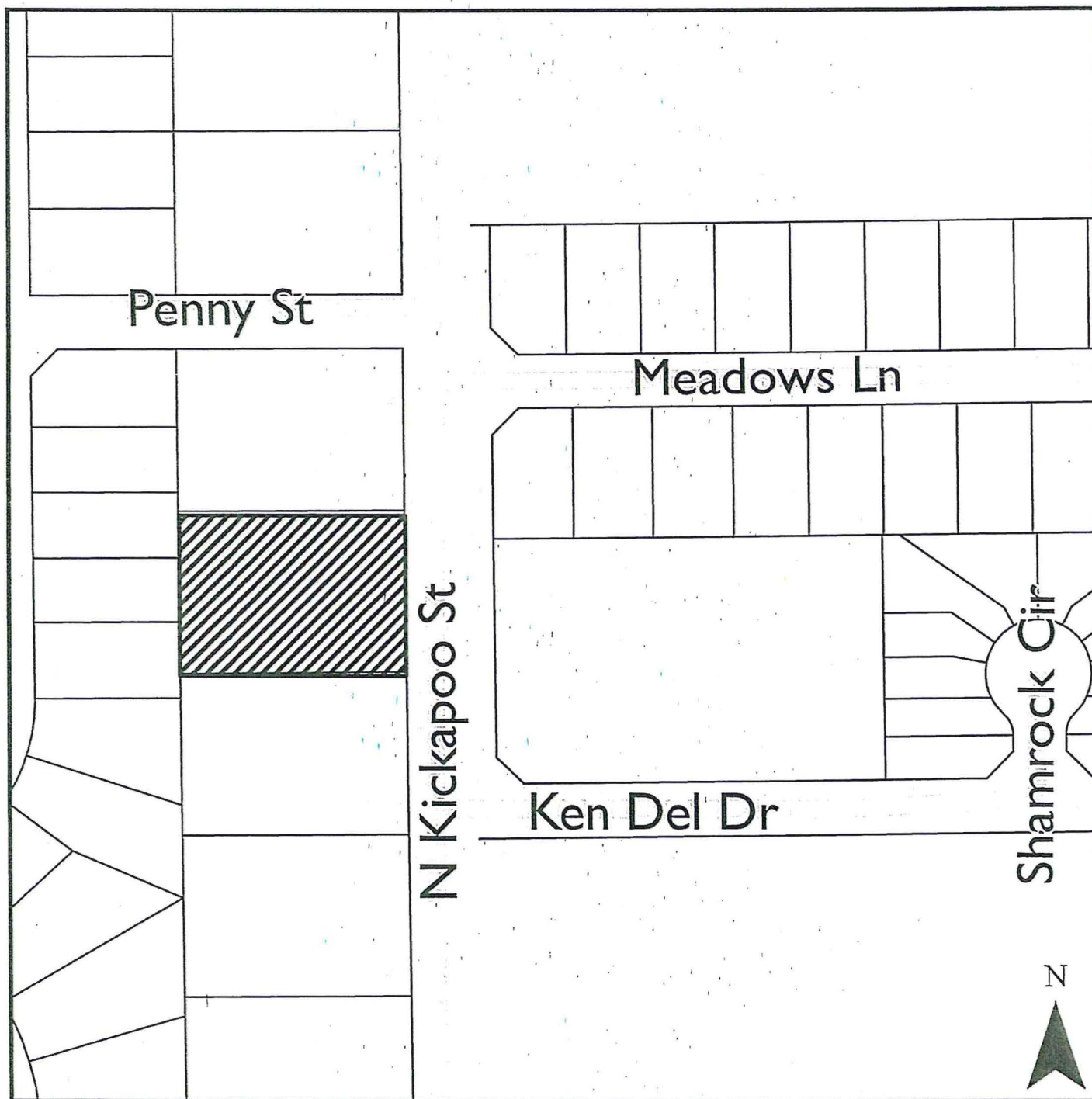
At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the Planned Unit Development. The Commission reserves the right to limit discussion and debate on the proposed Planned Unit Development in the public hearing, in which event those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

Witness my hand this 10th day of April, 2018.




Phyllis Loftis, City Clerk

CASE # P08-18
CONSIDERATION FOR PUD APPROVAL
3954 N. KICKAPOO AVE.



CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA

)

) §:

COUNTY OF POTTAWATOMIE

)

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

Lots Seven (7) and Eight (8), Block One (1), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

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

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

Dated: March 28, 2018 at 7:30 AM

First American Title Insurance Company

By: 

Michelle Cook

Abstractor License No. 3286

OAB Certificate of Authority # 017

File No. 2314797-SH99

OWNERSHIP LIST

ORDER NO. 2314797

DATE PREPARED: April 3, 2018

EFFECTIVE DATE: March 28, 2018 at 7:30 am

OWNER	LOT	BLK	ADDITION
KALIES ENTERPRISES LLC 21020 JUDY CIR MCLOUD OK 74851-0000	7	1	COLLEGE VIEW
KALIES ENTERPRISES LLC 21020 JUDY CIR MCLOUD OK 74851-0000	8	1	COLLEGE VIEW
ABSENTEE SHAWNEE TRIBE OF OKLA 2025 S GORDON COOPER DR SHAWNEE OK 74801-0000	1	2	COLLEGE VIEW
MASON AMIR PROPERTIES LLC 10601 S WESTERN OKC OK 73170-0000	2	2	COLLEGE VIEW
ALDANA JENNIFER 4203 BLAINE RD SHAWNEE OK 74804-0000	N61' OF 15	1	BISON
HOUSING AUTH OF THE CITY OF SHAWNEE P O BOX 3427 SHAWNEE OK 74802-0000	S9' OF 15 AND N56' OF 16	1	BISON
LOHDEN WALTER M 4103 BLAINE RD SHAWNEE OK 74804-0000	S14' OF 16 & N66' OF 17	1	BISON
BROOKS LONNIE DEWAYNE 4101 BLAINE RD SHAWNEE OK 74804-0000	S4' OF 17 & ALL OF 18	1	BISON
LITTLEHEAD DONNETTE 4202 BLAINE RD SHAWNEE OK 74804-0000	9	2	BISON
MILES EILEEN 4104 BLAINE RD SHAWNEE OK 74804-0000	8	2	BISON
JONES ANN E TRUSTEE OF THE ANN E JONES LIVING TRUST AGREEMENT 2010 N MINNESOTA SHAWNEE OK 74804-0000	7	2	BISON
VERNON JAMES & LISA 1702 WINDMILL RIDGE DR SHAWNEE OK 74804-0000	1	2	AP COLLEGE VIEW
GRAY LYNN & SHANNA 4010 BLAINE RD SHAWNEE OK 74804-0000	12	2	AP COLLEGE VIEW

SMITH SUSIE ANNE 4008 BLAINE RD SHAWNEE OK 74804-0000	11	2	AP COLLEGE VIEW
BASLER KURT H & SHARON K 4006 BLAIN RD SHAWNEE OK 74804-0000	N5' OF 9 & ALL OF 10	2	AP COLLEGE VIEW
BAM ACQUISITIONS LLC P O BOX 3698 SHAWNEE OK 74802-0000	N10' OF 8 & S55' OF 9	2	AP COLLEGE VIEW
BELYEU DARRELL D & IRENE B 2007 REVOC TRUST 4002 BLAINE RD SHAWNEE OK 74804-0000	7 LESS 30' & 8, LESS N10'	2	AP COLLEGE VIEW
MCELHANEY B G & RICHDEAN E 1720 N BELL AVE SHAWNEE OK 74804-0000	6	1	COLLEGE VIEW
BISON CROSSING LLC 2124 NW 26TH ST OKC OK 74804-0000	5	1	COLLEGE VIEW
EVANS LARRY W 3915 N AYDELOTTE SHAWNEE OK 74804-0000	9	1	COLLEGE VIEW
FLEISCHFRESSER KENNETH L & ROXANE K 3917 N AYDELOTTE SHAWNEE OK 74804-0000	8 & N35' OF 9	1	AP COLLEGE VIEW
ASKINS MICHAEL D & KAREN L 4003 BLAINE RD SHAWNEE OK 74804-0000	7	1	AP COLLEGE VIEW
THOMPSON TOBY O 4005 BLAINE RD SHAWNEE OK 74804-0000	6	1	AP COLLEGE VIEW
ACKLAND AARON 4007 BLAINE RD SHAWNEE OK 74804-0000	5	1	AP COLLEGE VIEW
HUBBARD ALLEN PO BOX 3855 SHAWNEE OK 74802-0000	4	1	AP COLLEGE VIEW
WASHBURN BILL J & RETA J 4011 BLAINE RD SHAWNEE OK 74804-0000	3	1	AP COLLEGE VIEW
HARTLING KIMBERLY RAYE 4013 BLAINE RD SHAWNEE OK 74804-0000	2	1	AP COLLEGE VIEW
BARRETT FERN D 4015 BLAINE RD SHAWNEE OK 74804-0000	1	1	AP COLLEGE VIEW

JONES RICHARD N LIVING TRUST P O BOX 1852 SHAWNEE OK 74802-1852			BEG 115'N & 33'E SW/C NW NW N125' E175' S124' W175' POB (NW4 6-10N-4E)
NORTHWEST MISSIONARY BAPTIST XXXXXXXXXX XXXXXXXXXX OK -0			BEG 333'E SW/C NW NW N239' W125' S124' W208' S115' E333' POB. LAND 120 1.24 Acres (NW4 6-10N-4E)
MYLES CARRIE 106 MEADOWS LN SHAWNEE OK 74804-0000	3	1	THE MEADOWS AP
LAVALLEY TOM H & LUCY C PO BOX 1743 SHAWNEE OK 74802-1743	2	1	THE MEADOWS AP
WELLIVER AMOS & MILDRED 107 MEADOWS LN SHAWNEE OK 74804-0000	4	2	THE MEADOWS AP
WILSON CHARLES 24739 SHADY LN TECUMSEH OK 74873-0000	3	2	THE MEADOWS AP
WALKER STEVEN & JUANITA SMITH 103 MEADOWS LN SHAWNEE OK 74804-0000	2	2	THE MEADOWS AP
GRUETTE ALFORD & SHAWNDA 101 MEADOWS LN SHAWNEE OK 74804-0000	1	2	THE MEADOWS AP
CONNER ENTERPRISES OF NORMAN LLC 13648 RED BUD RD CHOCTAW OK 73020-0000			.52A 6-10-4 PT BLK 5 BEG 517.61'S & 313.25'E NW/C SW NW E100' N227.17' W 100' S227.28' POB THE MEADOWS AP (NW4 6-10N-4E)
HEALTH CARE REIT INC % ALTERRA HEALTHCARE 6737 W WASHINGTON ST STE 2300 MILWAUKEE WI 53214-0000			BLK 5 363.42' X 227.17' LESS 100' X 227.28' (THE MEADOWS AP)
AMERICAN SELF STG L L C P O BOX 13540 OKLA CITY OK 73113-0000			BEG 375'N & 180.07'E SW/C NW E450' N380.24' W450' S380.24' POB (BK 2844 PG 72-74) (NW4 6-10N-4E)
WOODMORE ROBERT & ALETHIA 1300 INVERNESS CIR SHAWNEE OK 74801-0000			BEG 574.51'N SW/C NW E180' N180.49' W180' S180.49' POB. I.K.S.#14 (NW4 6-10N-4E)

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: LOTS SEVEN (7) AND EIGHT (8), BLOCK ONE (1), COLLEGE VIEW ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION C-2; SUBURBAN OFFICE COMMERCIAL DISTRICT TO PUD; PLANNED UNIT DEVELOPMENT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 18th day of June, 2018, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification C-2; Suburban Office Commercial District to 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 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 LOTS SEVEN (7) AND EIGHT (8), BLOCK ONE (1), COLLEGE VIEW ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION C-2; SUBURBAN OFFICE COMMERCIAL DISTRICT TO PUD; PLANNED UNIT DEVELOPMENT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this _____ day of _____, 2018.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2018.

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners**9.**

Meeting Date: 06/18/2018

CM Report

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Report

AttachmentsCM Report

City Manager Report

May 2018

Highlights

City Commission Sends Propositions to Voters – Election to be Held June 26

A summary of the propositions appears below:

Proposition #1: This proposition clarifies when City Commissioners and the Mayor take office and provides that they take office on the first Monday in the month following their election (regular or runoff).

Proposition #2: This proposition concerns the appointment of the Vice-Mayor, which is done on an annual basis by the City Commission. It clarifies the timing of the appointment when there is a general election, runoff election, or in years with no election.

Proposition #3: If approved, this proposition would change the method of ordering the holding of elections by allowing the City to pass a resolution in accordance with State law. City Charter currently requires passage of an ordinance.

Proposition #4: If approved, this proposition would temporarily increase City sales tax by one-half percent for a period of 10 years for capital projects. The Shawnee City Commission adopted a Capital Improvement Project List that highlights potential improvements funded through the increase. Projects include major improvements to City parks, remodel of two fire stations, establishment of a new Police Department headquarters building, major street improvements, EXPO enhancements, additional sidewalks and trails and renovations to the Senior Center, Library, Community Center and Santa Fe Depot.

For more information, please see: www.shawneeok.org/election

OTHER UPDATES BY DEPARTMENT

Finance/Treasurer Report

Sales Tax. May deposit of April sales tax collected was \$1,628,425 compared to May 2017 we were up \$54,440 or 3.46 percent. For the year, the City is up 0.47 percent which is below what was budgeted for this fiscal year.



Meetings and Noteworthy Items

City Commission – June 18, July 2 & 16

(Note: All regular Commission meetings now start at 6:00 PM in 2018)

Planning Commission – July 5

Beautification – June 21, July 19

Other Important Dates:

Knights Auto Show – June 23

Veterans Parade – July 4

IFYR – July 8-13

3rd Friday Block Party – July 20

Fireflight Balloon Festival – August 10-12

Other Events:

www.visitshawnee.com/Calendar

<http://www.shawneeexpo.org/calendar.html>

Board Openings:

Traffic Commission

City Manager Report

May 2018



Shawnee Municipal Authority

Master Plan Implementation. On January 17 Guernsey provided a comprehensive update to the City Commission at their special meeting/workshop. City and Guernsey staff had a workshop February 7 at Public Works. The material covered at the workshop provided an update with the engineering of the Southside Sewer Plant, Northside Sewer Plant and Water Plant. Guernsey gave a presentation to SMA staff on February 14 on UV disinfection for a unit process at both sewer plants. Staff and Guernsey held a workshop with ODEQ regarding the direction of the design plan for the plants on March 9. The workshop went very well and ODEQ was not opposed to any of our plans. Scheduled meeting at Public Works with Guernsey 4/27/18 to go over sewer plants head cells. On 6/5/18, staff will tour the Del City waste water plant and look at how their UV disinfection system operates.

Operations Department (Parks, Recreation, Cemetery, Fleet Management)

Parks. Parks and Cemetery crews are slightly behind in mowing due to the rain and high humidity. Parks crews are beginning their day at 6 a.m. to try to beat the afternoon heat.

Recreation. The busy summer season is in full swing! Staff continues to work on programs and lots of fun activities at Shawnee Splash. For more information, please see: www.shawneeok.org/parks

Classes at the Community Center: (call 275-3986 for more information)

- Martial Arts- Monday, Wednesday and Friday 6-8:30 pm (\$)
- Pound Course- Tuesday and Thursday from 5:30-6:30 pm (\$)
- Open Gym- Monday- Friday from 12-1pm and from 3-5pm, basketballs and various other equipment available (18 laps = 1 mile)

Engineering and Streets

Rehab Concrete Streets Project. The project contractor is replacing panels on Chandler Drive.

Kickapoo Street from Farrall to Spur. Poe & Associates have submitted plans to ODOT for review.

Avedis/City Sidewalk Project. The second phase of this project has begun starting on the east side of Broadway just north of Highland. They have completed the east side and have begun working on the west side of Broadway. Currently, they are working on Pulaski and Georgia. Thank you Avedis Foundation for funding half of this important improvement!

Planning Department

Clean-up Efforts. The Action Center maintains a very active caseload, with numerous complaints received daily. For a complete list of Action Center cases or to submit a complaint anonymously online, see: <http://www.shawneeok.org/actioncenter/default.asp>

Transportation Alternatives Program. The City was notified in August 2016 that its application to the Oklahoma Department of Transportation for a Transportation Alternatives Program grant was approved. The planned sidewalk will bridge a critical missing gap along MacArthur Street east of Harrison. The Avedis

City Manager Report

May 2018



Foundation has agreed to provide matching funds equal to ten percent of the project cost. Staff is working with ODOT on scheduling of this project. The Shawnee Engineering Department is providing the engineering design of this project, saving the City considerable funds. The project is expected to be ready to bid in Summer 2018 pending ODOT approval.

Comprehensive Plan Update. The City is starting the process of updating its Comprehensive Plan – a long range planning document that encompasses all aspects of the community and helps to ensure positive long-term growth and development. On February 20, the City Commission approved a contract with the planning firm RDG to assist the City with this process. Public meetings and outreach efforts begin in June. To follow progress, please see: www.shawneeplan.com or:

http://www.shawneeok.org/government/departments/planning/comprehensive_plan_update.php#

Fire Department

Station 2 Rehab/Renovation. Work continues on this project. The overhead doors in the apparatus bay are now installed and the exterior brick work has now expanded to the south and east sides of the building. Sheet rock is being installed in the living room and electrical wiring is continuing to be installed. Completion of Station No. 2 is expected to occur in July.

Hydrant Flowing (ISO requirement). Firefighters are now flowing hydrants for 2018. Staff hopes to have all hydrants completed by the end of June.

Hydrant Painting (ISO requirement). After staff have completed the annual flowing, they will start painting hydrants that they were not able to get painted last year.

Police Department

Administration. Staff is working on quarterly grant reporting and working to close out purchase orders for the end of the fiscal year. SPD staff is also working on contract renewals for 2018-2019 and getting bids for items in the new fiscal year budget.

Patrol. SPD has two officers going through FTO program. Staff is going through hiring process for additional officers. Officers are spending time working the lake area and attending many summer events in the community.

Animal Welfare. Officers are using all of the kennel space, including the new expansion area. We have VIPS (Volunteers in Police Services) working the front desk area for the summer. Also, our new ACO has started training for the ACO position.

Dispatch. Staff is working the HR to hire for telecommunicator I position(s). We have two in training that will graduate to Telecommunicator II.

City Manager Report

May 2018



Emergency Management

Planning Projects. A variety of planning efforts are underway, including an update to the Emergency Operations Plan, EOC Standard Operations Guide, and the Elected Officials Briefing Book.

Regional Airport

Aviation Careers Take Off at Shawnee Regional Airport (SNL). Recipients of 2017-2018 Outstanding Students Awards from the Gordon Cooper Technology Center - Aviation Maintenance Technology Campus gain direct experience in the field of aircraft maintenance with former GCTC instructor James Martin, the owner operator of Martin Aircraft, LLC based at SNL. Congratulations to Justin Benard, Jason Glasgow, and Calvin Minesinger, not just outstanding aviation mechanics but also veterans—Benard- OK Army Guard, Glasgow- US Army, and Minesinger- US Navy. (photo provided)

