

NOTICE REGARDING PUBLIC COMMENTS

During the pendency of the Declared Emergency, members of the public who wish to speak to the City Commission on an agenda or non-agenda item as referenced above, must register with the City Clerk's office at least one (1) hour prior to the meeting by calling 405-878-1604 or sending an email to CityClerk@shawneeok.org with their name, address, telephone number, and indicate the topic or agenda item upon which they wish to speak. (At this time, to participate in the meeting, individuals will need access to Zoom (<https://zoom.us/j/>)). A link to the meeting will be provided via email to the participant prior to the meeting and the person must be signed into the meeting at the time of Citizens Participation or the Public Hearing item they wish to speak on is called by the Mayor.

For anyone that wishes to view the meeting, it will be broadcasted live on Vyve Channel 3 or via the City of Shawnee's website at http://www.shawneeok.org/services/video_multimedia/city_connect_live.php.
Members of the City Commission participation:

Mayor Richard Finley	Via Videoconference
Commissioner Ed Bolt, Ward 1	Via Videoconference
Commissioner Ron Gillham, Ward 2	Via Videoconference
Vice Mayor James Harrod, Ward 3	Via Videoconference
Commissioner Darren Rutherford, Ward 4	Via Videoconference
Commissioner Mark Sehorn, Ward 5	Via Videoconference
Commissioner Ben Salter, Ward 6	Via Videoconference

AGENDA
BOARD OF CITY COMMISSIONERS
May 4, 2020 AT 6:00 P.M.
VIA VIDEOCONFERENCE
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
2. Consider approval of Consent Agenda:
 - a. Minutes from the April 20, 2020 regular meeting.
 - b. Approval of Single Audit Engagement Letter with Arledge and Associates for audit services.
 - c. Authorize City Manager to sign an agreement with Crawford and Associates for accounting, financial management, and consulting services for Fiscal Year 2020-2021.
 - d. Approve renewal of the following agreements for Fiscal Year 2020-2021:
 1. Agreement with South Central Industries, Inc. for Right-of-way Maintenance Services.
 2. Agreement with The Housing Authority of the City of Shawnee for fingerprinting services.
 3. Agreement with Pioneer Library Systems for library services, facilities, and maintenance.
 4. Agreement with Youth and Family Resource Center, Inc. for Juvenile Services.
 5. Agreement with YMCA for use of recreational facilities known as Lions Club Park.

6. Agreement with YMCA for lease of a mower, city property, for maintenance of Lions Club Park.

e. Mayor's Appointments:

Airport Advisory Board

Scott Lee 1st Full Term Expires: July 1, 2023
Replaces Will Smallwood – termed out

Blake White 1st Full Term Expires: July 1, 2023
Replaces Bert Humphreys – termed out

Library Board

Brent Newsom 1st Full Term Expires: June 30, 2023
Reappointment

Planning Commission

Cody Deem 1st Full Term Expires: June 1, 2023
Reappointment

Rachael Melot 1st Full Term Expires: June 1, 2023
Reappointment

Zoning Board of Adjustments

Tim Burg 1st Full Term Expires: June 1, 2023
Reappointment

3. Acknowledge and ratification of the Third Amended Proclamation to declare an emergency within the City Limits and such additional territory as may be described herein, authorizing the actions of the City Manager and Mayor pursuant to State Laws and the Municipal Code of the City of Shawnee.
4. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
5. Commissioners Comments
6. Adjournment

Respectfully submitted

Lisa Lasyone, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 05/04/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the April 20, 2020 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
APRIL 20, 2020 AT 6:00 P.M.

NOTICE REGARDING PUBLIC COMMENTS

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Commissioner Ed Bolt, Ward 1	Via Videoconference
Commissioner Ron Gillham, Ward 2	Via Videoconference
Vice Mayor James Harrod, Ward 3	Via Videoconference
Commissioner Darren Rutherford, Ward 4	Via Videoconference
Commissioner Mark Sehorn, Ward 5	Via Videoconference
Commissioner Ben Salter, Ward 6	Via Videoconference

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session via videoconference, Monday, April 20, 2020 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 10:49 a.m. on April 17, 2020. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance via videoconference.

Richard Finley
Mayor

Ed Bolt
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

AGENDA ITEM NO. 1:

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

There was no Citizens Participation.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the April 6, 2020 regular meeting.
- b. Acknowledge the following reports:
 - License Payment Report for March 2020
 - Project Payment Report for March 2020
- c. Approval of the request for renewal of an intergovernmental agreement with the City of Oklahoma City for Regional Household Hazardous Waste Collection and Management Service.
- d. Approve renewal of the following agreements for Fiscal Year 2020-2021:
 - 1) Agreement with Shawnee Twin Lakes Trap Club for use of city property known as Shawnee Twin Lakes Trap Range.
 - 2) Agreement with Project H.E.A.R.T., Inc. to provide meals to elderly persons.
- e. Confirm and approve the City Manager's hiring of Seth Barkhimer as the Director of Engineering.

A motion was made by Commissioner Bolt, seconded by Commissioner Gillham, to approve Consent Agenda Item Nos. 2 (a-e). Motion carried 7-0.

AYE: Bolt, Gillham, Harrod, Finley, Rutherford, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 3:

Consideration of a budget amendment for Hotel Motel Fund 106 – Updating Department of Tourism budget to reflect changes because of COVID-19 and contract

with Pottawatomie County Historical Society.

Finance Director Ashley Neel explained the proposed budget amendment is to update the Department of Tourism budget to reflect changes due to COVID-19 and the contract with the Pottawatomie County Historical Society.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to approve a budget amendment for Hotel Motel Fund 106 – Updating Department of Tourism budget to reflect changes because of COVID-19 and contract with Pottawatomie County Historical Society. Motion carried 7-0.

AYE: Harrod, Gillham, Finley, Rutherford, Sehorn, Salter, Bolt

NAY: None

AGENDA ITEM NO. 4: Consider Bids/Requests for Proposals (RFP):

a. Solid Waste Collection, Recycling, and Disposal Services (Award)

City Manager Chance Allison announced that one (1) Request for Proposal (RFP) was received. The RFP received is from Central Disposal, the City's current solid waste collection, recycling, and disposal service provider. Selection on Central Disposal will not require any transition and services will not change for residents. Staff recommends approval of the proposal to Central Disposal at the following rates. Mr. Allison did advise that he has spoken with Central Disposal and rates will not increase until the current COVID-19 pandemic is over.

Direct Cost	Current Rates		Proposed Rates	
	Month	Year	Month	Year
Large Polycart				
Polycart Trash Service (95 Gallon)	\$10.00	\$120.00	\$11.50	\$138.00
Recycle Pickup	\$3.50	\$42.00	\$3.75	\$45.00
Transfer Station	\$0.75	\$9.00	\$1.00	\$12.00
Yard Waste Pickup	\$0.75	\$9.00	\$1.00	\$12.00
Bulk Waste Pickup	\$0.20	\$2.40	\$0.75	\$9.00
Total Monthly Charge	\$15.20	\$182.40	\$18.00	\$216.00
Small Polycart				
Polycart Trash Service (65 Gallon)	\$6.50	\$78.00	\$7.00	\$84.00
Recycle Pickup	\$3.50	\$42.00	\$3.75	\$45.00
Transfer Station	\$0.75	\$9.00	\$1.00	\$12.00
Yard Waste Pickup	\$0.75	\$9.00	\$1.00	\$12.00
Bulk Waste Pickup	\$0.20	\$2.40	\$0.75	\$9.00
Total Monthly Charge	\$11.70	\$140.40	\$13.50	\$162.00

A motion was made by Commissioner Bolt, seconded by Commissioner Gillham, to accept Staff's recommendation and award the bid to Central Disposal for solid waste collection, recycling, and disposal services at the above rates. Motion carried 7-0.

AYE: Bolt, Gillham, Harrod, Finley, Rutherford, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 5:

Acknowledge monthly Sales Tax and Budget Report.

Finance Director Ashely Neel reported sales tax is up \$671,142.00, or 3.72%, over the projected budget year-to-date. She stated that use tax collections are up approximately \$432,077.00, or 27.74%, over the projected budget year-to-date.

City Manager Chance Allison stated at this time, Staff does not expect to have revenue losses requiring personnel action, such as furloughs, layoffs, etc. Mayor Finley asked that Staff notify the Commissioners when the next check is received from the Oklahoma Tax Commission.

AGENDA ITEM NO. 6:

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

There was no New Business.

AGENDA ITEM NO. 7:

Commissioners Comments

Commissioner Bolt thanked the City Manager and Ashley Neel for their work on the budget. He also encouraged everyone to continue to be kind and patient with each other, as none of us have ever experienced a time such as this. He reminded everyone to Shop Shawnee and spend money locally.

Commissioner Gillham echoed Commissioner Bolt's comments. He stated this too shall pass.

Vice Mayor Harrod expressed his appreciation for Staff for their work on the budget and finance reporting.

Commissioner Sehorn also thanked Ashley Neel for her financial reports. He encouraged everyone to shop local to help small businesses.

Commissioner Salter concurs with all Commissioners. He reminded everyone to shop online to keep sales tax revenue from lacking.

Mayor Finley stated the Oklahoma Governor's order will expire before the next meeting. He encouraged everyone to use their judgment. He recommended Staff to prepare some literature for recommendation on best practices for retailers.

AGENDA ITEM NO. 8: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:18 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 05/04/2020

Arledge Letter

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approval of Single Audit Engagement Letter with Arledge and Associates for audit services.

Attachments

Arledge Letter

FY-20 SINGLE AUDIT ENGAGEMENT LETTER

March 19, 2020

To the City Council and Management of the City of Shawnee, Oklahoma:

We are pleased to confirm our understanding of the services we are to provide the City of Shawnee, Oklahoma (the "City") for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) General Fund Budgetary Comparison Information;
- 3) Pension Plan Funding Schedule; and
- 4) OPEB Schedule.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining Information;
- 3) Budgetary Comparison Information for the General Fund Accounts, Nonmajor Governmental Fund and Major Capital Project Fund; and
- 4) Changes in Assets and Liabilities – Agency Fund

The Introductory and Statistical information will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City of Shawnee. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statement or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition,

an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Governance and Management of the City of Shawnee; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Governance and Management or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

LaDonna Sinning, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$30,100. This fixed price includes an electronic pdf copy of the report for distribution to your board members and others and 1 bound copy. Additional bound copies are available for \$.50 per page. This fee includes our miscellaneous charges, such as travel, meals, and copies. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. The fee is also based on the assistance of Crawford & Associates, P.C. in preparing the City's financial statements. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our fee includes Single Audit services, as described above, for one major program. Should the number of major programs identified increase and/or the mix in CFDA numbers change in such a way as to require further work, the audit will be subject to an additional price negotiation, including an Addendum to the Engagement Letter and agreed upon payment terms, before the additional services are performed.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

Cost of Consequential Damages

Any liability of Arledge & Associates, P.C. and its personnel to the City is limited to the amount of the annual fee the City paid for this external audit engagement as liquidated damages.

The City agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the City agree to be bound. Arledge & Associates, P.C. and the City will share any cost of mediation equally.

We appreciate the opportunity to be of service to the City of Shawnee, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Arledge & Associates, P.C.

Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Shawnee, Oklahoma.

Management signature: _____

Title: _____

Date: _____

Mayor/Council signature: _____

Title: _____

Date: _____

Regular Board of Commissioners

2. c.

Meeting Date: 05/04/2020

Crawford Letter

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize City Manager to sign an agreement with Crawford and Associates for accounting, financial management, and consulting services for Fiscal Year 2020-2021.

Attachments

Crawford Letter



April 13, 2020

Honorable Mayor and Members of the City Council
City of Shawnee
PO Box 1448
Shawnee, OK 74802-1448

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Shawnee (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Shawnee management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Shawnee contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Shawnee are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Shawnee, Oklahoma as of and for the year ended June 30, 2020. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Shawnee, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$250
- Shareholders \$165
- Consulting Senior Managers \$150
- Consulting Managers \$125
- Consulting Staff \$110
- Clerical Staff \$45

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request.

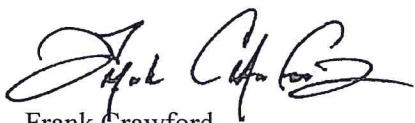
The term of this engagement is a period from July 1, 2020 through June 30, 2021. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Shawnee.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Shawnee:

By: Chance Allison

Title: City Manager

Date: 4/27/2020

Regular Board of Commissioners

2. d. 1.

Meeting Date: 05/04/2020

South Central Industries Inc.

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with South Central Industries, Inc. for Right-of-way Maintenance Services.

Attachments

South Central Industries Inc.

AGREEMENT FOR ROW MAINTENANCE SERVICES

This contract, made and entered into this _____ day of _____, 2020, between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and South Central Industries, Inc., 130 North Louisa, Shawnee, Oklahoma, hereinafter referred to as "Contractor".

WHEREAS, the Contractor has submitted a Proposal pursuant to a request by the City of Shawnee to furnish trash pickup on the City right of ways.

NOW THEREFORE, in consideration of the mutual agreements and covenants herein contained, it is understood and agreed by and between Contractor and City that:

1. The term of this contract is from July 1, 2020 to June 30, 2021. At the end of the term of the contract, the City may continue the contract for the succeeding fiscal year or discontinue the contract with no penalty upon thirty (30) days written notice to the Contractor at any time.
2. The City agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contractor's obligations, the sum of \$1,875.00 per month.
3. This contract constitutes the entire agreement and understanding between the parties hereto, and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.
4. Contractor shall not assign this contract to another party, company, partnership or corporation without specific approval in writing from the City.
5. This Contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.
6. The Contractor shall procure a policy of Workers' Compensation Insurance and shall procure a policy of liability insurance, the terms, limits and conditions of which shall be acceptable to the City.
7. The Contractor shall furnish transportation for its workers to and from the various Right of Way locations and transport trash to dumpsters at various locations. Cleanup location list attached to contract.
8. The City shall provide necessary supplies so the Contractor can pick up trash in accordance with the list.
9. It is agreed this agreement shall not be construed as a joint venture agreement or partnership between the City and the Contractor, and the Contractor is not an agent or entity of the City. On the contrary, the Contractor is an independent contractor and shall be responsible for its acts and omissions.

CLEANUP LOCATIONS

- Kickapoo 45th to north edge of Shawnee Mall
- Kickapoo 45th to Hazel Dale Road (Pistol Range)
- Union 45th to ¼ south
- 45th Leo to Bryan
- Leo 45th to Macarthur
- Acme 45th to Macarthur
- Harrison MacArthur to Wolverine including Westech ¼ mi.
- Bryan 45th to Highland
- Highland Bryan to River Bridge
- Gordon Cooper Farrall to River Bridge
- Farrall Leo to Pottenger
- Leo Street Farrall North to Central Plastics
- Lake Road Kennedy to River Bridge
- Daily Road South off Lake Rd East of 177 hwy
- Kickapoo Spur Kickapoo to SH-177 & Clover Leafs
(No Medians)
- Independence Airport Drive to EXPO Center
- MacArthur SH-177 to Airport Drive
- Mall Drive Kickapoo to Harrison
- Mission Parkway Kickapoo to Dead End East
- Downtown Alleys Beard to East End

IT WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Shawnee, Oklahoma, this _____ day of _____ 2020.

CITY OF SHAWNEE, OKLAHOMA

CHANCE ALLISON, INTERIM CITY MANAGER

(SEAL)

ATTEST:

LISA LASYONE, CMC, CITY CLERK

SOUTH CENTRAL INDUSTRIES, INC.


ADMINISTRATOR

SECRETARY/NOTARY

Approved as to form and legality this _____ day of _____, 2020

JOSEPH M. VORNDRAH, CITY ATTORNEY

Regular Board of Commissioners

2. d. 2.

Meeting Date: 05/04/2020

Housing Authority

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Housing Authority

AGREEMENT FOR FINGERPRINTING SERVICES

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

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

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

This annual agreement will be in force beginning July 1, 2020 thru June 30, 2021. Either party may dissolve this agreement for any reason after providing a thirty (30) day written notice.

REQUIREMENTS

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

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



Housing Authority authorized signature

04/24/2020

Date

Shawnee Police Department

Date

Regular Board of Commissioners

2. d. 3.

Meeting Date: 05/04/2020

Pioneer Library

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Pioneer Library Systems for library services, facilities, and maintenance.

Attachments

Pioneer Library

AGREEMENT FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE 2020-2021

This Agreement is made and entered into this _____ day of _____, 2020, by and between the Pioneer Library System (“**Pioneer**”) and the City of Shawnee (the “**City**”) to set forth all rights and obligations of the parties with respect to the Shawnee Public Library.

WITNESSETH:

WHEREAS, Pioneer is a multi-county library system organized under 65 O.S § 4-101 et seq. operating public libraries in Cleveland, McClain and Pottawatomie Counties; and

WHEREAS, Shawnee has been a member of the library system operated by Pioneer since April 5, 1976; and

WHEREAS, Shawnee is located within Pottawatomie County (the “**County**”) and the voters of the County have approved ad valorem millage authorized by Art. X, Section 10A of the Oklahoma Constitution to support library services provided by Pioneer, including the 6 mill levy approved May 13, 2008; and

WHEREAS, the City owns real property located at 101 N. Philadelphia, Shawnee, Oklahoma, upon which the Shawnee Public Library Central is located; and

WHEREAS, Pioneer has agreed to provide all services necessary to operate the Shawnee Public Library in conformance with the standards promulgated by the Oklahoma Department of Libraries at the site owned by the City (the “**Shawnee Public Library**”); and

WHEREAS, the City, consistent with its budgetary responsibilities and budgeted funds available, will include estimated appropriations within its 2020-2021 fiscal year budget for all expenses it is obligated to pay in connection with this agreement; and

WHEREAS, the parties wish to update and refine the delineation of the duties each has assumed with respect to provision of library services for the Shawnee Public Library.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and upon the conditions and under the terms stated herein, the parties agree as follows:

A. Pioneer Library System’s Obligations. Pioneer shall:

1. Provide a collection of materials and programming services at the Shawnee Public Library to meet the information and recreational reading needs of the residents of Cleveland, McClain, and Pottawatomie Counties, including, particularly, the residents of Shawnee, Oklahoma.

2. Provide local and administrative staff to plan and implement library services in accordance with standards promulgated by the Oklahoma Department of Libraries. Said staff shall be employed by Pioneer, not the City of Shawnee. Further Pioneer staff shall not be considered to be employees of the City, and employees of the City shall not be considered to be employees of Pioneer. Pioneer will, in its sole discretion, employ and hire such staff as it deems advisable for the operation of the Shawnee Public Library. All decisions regarding the supervision, compensation, promotion and discharge of such employees shall be made solely by Pioneer. Pioneer hereby agrees to waive any possible claims to any retirement benefits or deferred compensation for its employees and any other benefits available to qualified employees of the City. Pioneer shall maintain worker's compensation insurance for all of its employees working at the Shawnee Public Library in accordance with the applicable law of the State of Oklahoma.
3. Provide trained library staff to implement library services, including but not limited to, reference services, technology and training, reading guidance, library programs and administrative services.
4. Provide a collection of materials to include, but not limited to, both fiction and nonfiction and present the collection in a variety of formats to be determined by Pioneer. The collection will include materials for customers of all ages, including children, teens, and adults.
5. Provide library services to include, but not be limited to, programming determined by library floor space, staff availability and community need.
6. Provide library services to include but not be limited to, sharing of materials among Pioneer, the Shawnee Public Library, and the other branch libraries within the Pioneer Library System and libraries outside the Pioneer Library System, and regularly scheduled delivery of library materials and business communications among the Pioneer administrative and branch locations.
7. Pioneer will provide regular, continuous staff training in the areas of library automation systems, reading guidance, reference services, programming and customer service, and other library and community services.
8. Provide electronic systems for circulation and cataloging of materials and for communication among the branch libraries and administrative staff.
9. Establish hours of operation at the Shawnee Public Library in compliance with standards set by the Oklahoma Department of Libraries in consultation with the City.
10. Pioneer shall own all materials and equipment purchased by Pioneer which shall remain the property of Pioneer. Pioneer shall insure the property it owns in such amounts and on such terms as determined by Pioneer and shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. Pioneer shall provide the City with a certificate documenting that it holds personal property insurance and liability insurance as provided herein. Said documentation shall be provided to the City annually upon renewal of this agreement.

11. By December 31 of each year, Pioneer shall provide to the City a list of all building and/or property improvements Pioneer is requesting the City to make. The City may provide funding for said improvements as authorized by budgeted appropriations for said purposes.
12. Provide all technology Pioneer determines to be necessary, including internet access and computers, at no cost to the City to operate and maintain.
13. Provide to the City security monitoring service a list of all Pioneer personnel who will respond to the monitoring service's contact that security might have been breached. If Pioneer determines that it needs a security guard, Pioneer shall pay for that service and pay the costs of operating the video surveillance system at no cost to the City.
14. Make a good faith effort to minimize all operation and maintenance costs to be paid for by the City.
15. Pioneer shall provide notice to the City of any damages to the real and personal property and need for repairs. Any repairs that require immediate action such as, but not limited to, sewer backups, water leaks or roof leaks, require notice to be given to the City within twenty-four (24) hours. For those repairs not requiring immediate action, Pioneer shall provide notice to the City within fourteen (14) days. Pioneer shall have a duty to use reasonable care to discover any damage or need for repairs to the library.
16. Comply with all ordinances of the City, laws of the State of Oklahoma, and laws of the United States of America relating or pertaining in any manner to this Agreement.

B. The City of Shawnee's Obligations.

1. The City will appoint at least one member to the Pioneer Board of Trustees as provided by Oklahoma Law.
2. The City, consistent with its budgetary responsibilities and dependent upon the availability of budgeted funds, shall provide a suitable building at the Shawnee Public Library in which the library services may be provided in an appropriate, easily accessible location with sufficient paved parking adjacent to the library building, central heat and air conditioning with temperature control, electricity to meet lighting, climate control and technology needs, carpeting and appropriate hard surface flooring, public restrooms, exterior signage and lighting, furnishings and equipment appropriate to building design and library function, and related equipment for security of the facility and patrons. Access to the building will comply with State and Federal guidelines for handicapped accessibility and safety, as may be amended from time to time. The term "suitable building" as used herein shall mean a building or facility that meets current established guidelines and does not require the City to meet any new or modified requirements established subsequent to the date of this agreement.
3. The City shall be responsible for the monthly utilities and maintenance associated with the building. Maintenance and operations consist of maintaining the interior and exterior of the building, the furnishings which are owned by the City and located inside and outside of the building, the grounds

on which the building is located, and the paved parking areas. Utilities, operations and maintenance covered by this Agreement include:

- a. Telephone services including a listing in the local phone directory, but excluding long distance calls
- b. City cable by franchise agreement
- c. Electric service
- d. Lawn/landscaping service
- e. Custodial services
- f. Building maintenance (including all furniture, fixtures and equipment purchased by the City)
- g. Electronic security system and monthly monitoring
- h. Water, sewer, trash service

The City shall consult with Pioneer periodically about the scope and character of these services.

4 The land, building, and the furniture and fixtures purchased by the City shall remain the property of the City. The City shall purchase and maintain in full force and effect suitable insurance policies as follows: all-risk property insurance covering the real and personal property it owns in an amount not less than the replacement cost of the property, and on such terms as determined by the City. The City shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. A schedule of such policies of insurance then in force and effect shall be provided to Pioneer annually upon contract renewal. Additionally, the City shall be responsible for its own negligence in accordance with State law, including but not limited to, the Governmental Tort Claims Act.

5. The City shall, in its complete discretion, make all decisions regarding the need for capital improvements to be made and funds for those purposes. Capital improvements are any improvements made to maintain the facility in the condition it was on the date of this agreement, normal wear and tear excepted. The City shall not be responsible for capital improvements necessitated by "Tenant Misuse". The term "Tenant Misuse" will not include ordinary wear and tear on the premises, but will mean any act that causes damages to the premises or any part thereof and that arises out of uses of the premises not permitted by the terms of this Agreement or that is caused by negligent or willful acts of Pioneer, its employees, agents, contractors, invitees, customers or users.

6 The City reserves the right to conduct non-profit events or meetings of its choosing on the premises during each year and every year of the term hereof. The City shall consult with Pioneer as to the scheduling of such events or meetings. No events to be sponsored and conducted by the City shall conflict with events scheduled by Pioneer before the City's request for use. The City's use of the premises shall be subject to the rules, regulations, hours of operation and/or policies adopted by Pioneer pertaining to the premises. The City and Pioneer may agree to additional hours of operation for events or meetings upon prior written agreement.

C. Mutual Agreement

The parties to this Agreement understand and agree that the Shawnee Public Library and all furniture, fixtures and equipment purchased by the City shall be owned exclusively by the City.

D. Use of Premises for Purpose Stated

Pioneer covenants that during the term, the premises shall be used primarily for library and educational related purposes as stated above.

E. Redecoration and Remodeling

Pioneer will have the right and privilege, subject to prior written approval of the City, to perform nonstructural redecoration and remodeling, at Pioneer's own cost, to the premises from time-to-time as it will see fit.

F. Non-Discrimination

Pioneer represents and agrees it is Pioneer's policy, and shall remain Pioneer's policy, to operate the Premises so as not to discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, national origin, age, citizenship status, veteran status, or disability, including but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

G. Assignment

Pioneer may not assign this agreement, or any portion thereof, or any part of Pioneer's rights hereunder without prior written approval by the City. No additional tenants will be allowed without modification to this Agreement.

H. Destruction of Premises

In the event the premises should be partially destroyed (less than twenty percent (20%) as a result of fire or other casualty, regardless of the cause, then the City will, at its sole cost and expense, promptly, and in any event within thirty (30) days after receipt of insurance proceeds, or within such longer period of time as may be necessary for the City to comply with public competitive bidding laws, commence to build or replace the same in as good condition as prior to such casualty or, if the City is unable to commence such rebuilding or replacement within thirty (30) days then as promptly thereafter as possible. In the event the premises should be substantially (twenty percent (20%) or more) destroyed as a result of fire or other casualty, regardless of the cause, or should it be untenable and unfit for occupancy at any time during the Term of this Agreement, then, the City, subject to availability of

sufficient insurance proceeds for such purposes, may, in its complete discretion, build, rebuild or replace the premises.

I. Force Majeure

Failure in performance by either party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war, insurrection; strikes; lock outs; riots; floods; earthquakes; fires; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather or any other causes beyond control, and without the fault, of the party claiming an extension of time to perform.

J. Term

The term of this agreement shall be July 1, 2020, through June 30, 2021, and shall be renewable annually upon the written consent of both parties.

K. Termination for Default

This agreement may be terminated by either party upon sixty (60) days prior written notice should either party fail substantially to perform in accordance with the agreement terms through no fault of the party initiating the termination after due notice and thirty (30) days within which to correct the fault.

L. Termination

This Agreement may be terminated with or without cause upon giving 180 days written notice to the other party.

M. Redelivery of Premises

Pioneer will, at the termination of this Agreement, or any extension thereof, peacefully quit, surrender and deliver up to the City, its successors or assigns, the premises in good condition, with the exception of usual wear and tear.

N. Whole Agreement and Amendments

This written Agreement between the City and Pioneer constitutes the entire understanding between the parties and no other documents or oral discussions shall modify this written Agreement. Should it become the desire of both parties to amend this Agreement, such agreement shall be in writing and must be signed by both parties in order to have legal effect.

O. Entire Agreement

It is intended by the parties that this Agreement will supersede, nullify and void any previous agreements, contracts and supplements thereto between the parties herein or their predecessors and interests.

P. Non-Waiver

The failure of either party, at any time or times hereafter, to require strict performance by the other party of any provision of the Agreement will not constitute a waiver or affect or diminish any right of any party thereafter to demand strict compliance and performance of the Agreement. Any suspension or waiver by the party of a default of any condition under this Agreement will not suspend, constitute a waiver or affect any other default by the other party.

Q. Severability

If any one or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement and this Agreement shall continue in force to the fullest extent permitted by law.

R. Notices

For the purpose of notice given under this Agreement, the parties may be notified as follows:

City: City of Shawnee
Attention: Chance Allison, City Manager
16 W. 9th St.
Shawnee, OK 74801
Telephone: (405) 878-1601
Facsimile: (405) 214-4249
Email: Chance.Allison@Shawneeok.org

Pioneer: Pioneer Library System
Attention: Lisa Wells, Executive Director
300 Norman Center Court
Norman, OK 73072
Telephone: (405) 801-4500
Facsimile: (405) 801-4516
Email: lwells@pioneerlibrarysystem.org

This Agreement reflects all terms of the agreement between the parties. It may not be amended or modified in any way except by an instrument in writing signed by all parties.

IN WITNESS WHEREOF, Pioneer Library System and the City of Shawnee have executed and entered into this Agreement as of the day and year first written above.

ATTEST:

CITY CLERK

CITY OF SHAWNEE:

MAYOR

PIONEER LIBRARY SYSTEM

CHAIR, BOARD OF TRUSTEES

ATTEST:

CORPORATE SECRETARY

REVIEWED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Regular Board of Commissioners**2. d. 4.**

Meeting Date: 05/04/2020

Youth and Family Resource Center, Inc.

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Youth and Family Resource Center, Inc. for Juvenile Services.

AttachmentsYouth and Family Resource Center, Inc.

AGREEMENT FOR JUVENILE SERVICES

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

Youth and Family Resource Center, Inc. will:

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

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

In exchange for these services, the City will:

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

This agreement shall go into effect on the 1st day of July, 2020 and shall expire on June 30, 2021. This agreement may be modified by either party by giving written notice at least thirty (30) days prior to the expiration date.

PASSED AND APPROVED by the Mayor and Commission of the City of Shawnee, Oklahoma
this _____ day of _____, 2020.

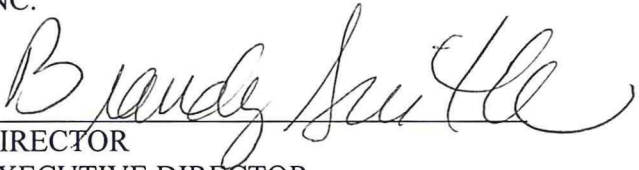
CITY OF SHAWNEE

CHANCE ALLISON, CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

YOUTH AND FAMILY RESOURCE CENTER,
INC.



DIRECTOR
EXECUTIVE DIRECTOR

Approved as to form and legality on this _____ day of _____, 2020

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

2. d. 5.

Meeting Date: 05/04/2020

YMCA Facilities

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.

Attachments

YMCA Facilities

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 facility known as Lions Club Park in the City of Shawnee, Pottawatomie County, State of Oklahoma, and;

WHEREAS the City recognizes that the sports field and facility located at Lions Club 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 Lions Club Park, City of Shawnee, Pottawatomie County, State of Oklahoma, hereinafter jointly referred to as the "Property".
2. It is agreed that the YMCA is given Ten (10) consecutive options to renew this lease beginning July 1, 2019 for the purpose of future planning and developing the facilities unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. Each option shall be for one (1) year unless revoked in writing by the City or the YMCA, by May 1st of the then-current renewal term. If no progress has been made in planning and/or developing of the property after three (3) years the lease will revert back to its original one (1) year lease option. 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 of Shawnee Utility 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 Utility Director or designee. The Utility Director 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 Utility Director or designee. Thereafter, the Utility Director 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 the Utility Director, if possible. Failure of the YMCA to follow the directions so given by the City Commission or Utility Director may result in the termination of this Agreement (without further notice).

12. The City Utility Director 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 Utility Director, semi-annual financial statements and reports of business activities. The YMCA shall inform the Utility Director 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 _____, 2020.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

CHANCE ALLISON, CITY MANAGER

ATTEST:

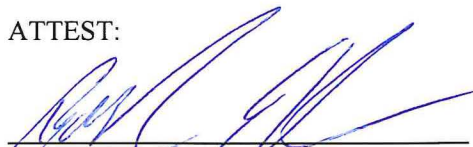
LISA LASYONE, CMC, CITY CLERK

TROY & DOLLIE SMITH FAMILY YMCA



CHAIRMAN/PRESIDENT

ATTEST:



CLERK/SECRETARY

Approved as to form and legality this _____ day of _____, 2020.

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners**2. d. 6.**

Meeting Date: 05/04/2020

YMCA Mower

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with YMCA for lease of a mower, city property, for maintenance of Lions Club 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 Lion's Club Park.
2. This Agreement shall commence on July 1, 2020 and end on June 30, 2021 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. 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 Lion's Club Park 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 29 day of April, 2020.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

CHANCE ALLISON, CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

TROY & DOLLIE SMITH FAMILY YMCA



CHAIRMAN / PRESIDENT

ATTEST:



CLERK/SECRETARY

Approved as to form and legality this _____ day of _____, 2020.

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

2. d.

Meeting Date: 05/04/2020

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of the following agreements for Fiscal Year 2020-2021:

Attachments

No file(s) attached.

Regular Board of Commissioners

2. e.

Meeting Date: 05/04/2020

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Airport Advisory Board

Scott Lee 1st Full Term Expires: July 1, 2023

Replaces Will Smallwood – termed out

Blake White 1st Full Term Expires: July 1, 2023

Replaces Bert Humphreys – termed out

Library Board

Brent Newsom 1st Full Term Expires: June 30, 2023

Reappointment

Planning Commission

Cody Deem 1st Full Term Expires: June 1, 2023

Reappointment

Rachael Melot 1st Full Term Expires: June 1, 2023

Reappointment

Zoning Board of Adjustments

Tim Burg 1st Full Term Expires: June 1, 2023

Reappointment

Attachments

AAB - Lee

AAB - White

Library - Newsom

PLN - Deem

PLN - Melot

ZBOA - Burg



APPLICATION TO SERVE
Boards, Committees and Commissions

Appointment
Reappointment – Partial/First/Second Term

Name: <u>Scott D. Lee</u>	Application Date: <u>3/1/2020</u>
Address: <u>2202 North Airport Drive, Hangar 16, Shawnee, OK 74804</u>	Date of Birth: <u>1977</u>
Mailing Address: <u>2202 North Airport Drive, Hangar 16, Shawnee, OK 74804</u>	
Daytime Phone: <u>405-808-4045</u>	Fax: _____ Email: <u>rcaviation@yahoo.com</u>
Profession: <u>Business Owner/Chief Airframe and Powerplant Mechanic</u>	
Business Name: <u>Red Cloud Aviation</u>	
Business Address: <u>2202 North Airport Drive, Hangar 16, Shawnee, OK 74804</u>	
Business Phone: <u>405-808-4045</u>	Fax: _____ Email: <u>rcaviation@yahoo.com</u>

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

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

If so, please list the board/committee: N/A

How many years have you lived in Shawnee? N/A

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

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

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

My business is based at the Shawnee Regional Airport. I have made significant capital investment in that facility and have plans to continue to expand my operations at that location. The continued growth and development of the Shawnee Airport, its aviation facilities and operational capacity is important to my business profile and to my customer base.

Revised July 12, 2019

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

I am a certified aircraft mechanic, licensed pilot, and aviation business owner with experience in the military and civilian aviation operations and facilities. I also have direct relevant experience as a contracted airport manager and believe that my experience in the industry will provide value to the oversight of the Shawnee Airport.

What civic or volunteer activities (if any) are you currently involved in? Masonic Lodge- 107 Shawnee; Civil Air Patrol; Experimental Aircraft Association; Young Eagles; Aircraft Owners and Pilots Association

List education, including degree(s) earned:

Aviation Electronic Engineering; (USN) Aviation Mechanical Engineering (USN/Embry Riddle); Certified Airframe and Powerplant Mechanic with Inspection Authorization; Single/Multi/Turbine Engine Pilot

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

No, this will be the first City of Shawnee Board relevant to my interests and experience.

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
LtCol Brett Van Meter, USAF RET	Airport Board Member Seminole Municipal Airport	405-206-1041
Dr. Bruce Stafford, MD	Customer	405-517-1272
LtCol James Couch	Business Associate	405-824-9327

PLEASE READ CAREFULLY:

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

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

Signature 

Date 3/3/2020

Revised July 12, 2019

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

Send completed application to:

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



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Blake White</u>	Application Date: <u>03-02-2020</u>
Address: <u>2410 Robinwood Place Shawnee, OK 74801</u>	Date of Birth: <u>08-25-1985</u>
Mailing Address: <u>2320 Airport Drive, Shawnee, OK 74804</u>	
Daytime Phone: <u>405-650-1800</u>	Fax: <u>N/A</u> Email: <u>blake@airfliteok.com</u>
Profession: <u>Vice President</u>	
Business Name: <u>Air Flite, Inc.</u>	
Business Address: <u>2320 Airport Drive, Shawnee, OK 74804</u>	
Business Phone: <u>405-275-4388</u>	Fax: <u>N/A</u> Email: <u>blake@airfliteok.com</u>

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

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

If so, please list the board/committee: N/A

How many years have you lived in Shawnee? 30 years

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

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

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

my business is located on the airport and I would like to be a part of the decision making for it.

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

I have been involved with Aviation for over 20 years and
travel in and out of numerous small airports.

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

None

List education, including degree(s) earned:

Degree in Accounting for OU

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

No

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

N/A

Have you ever declared personal or business bankruptcy? No

If so, please explain:

N/A

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
<u>Lori White</u>	<u>Mother</u>	<u>405-630-9199</u>
<u>Elizabeth Hankey</u>	<u>Customer</u>	<u>580-230-1213</u>
<u>Mike Goodnight</u>	<u>Business Partner</u>	<u>405-997-8405</u>

PLEASE READ CAREFULLY:

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

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

Signature

[Signature]

Date

3/2/2020

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

Send completed application to:

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



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Brent Newsom</u>	Application Date: <u>4/23/2020</u>
Address: <u>1120 N. Louisa Ave.</u>	Date of Birth: <u>7/30/1980</u>
Mailing Address: <u>1120 N. Louisa Ave., Shawnee, OK 74801</u>	
Daytime Phone: <u>806-445-3672</u>	Fax: _____ Email: <u>banewsom@gmail.com</u>
Profession: <u>Professor</u>	
Business Name: <u>Oklahoma Baptist University</u>	
Business Address: <u>500 W. University, Shawnee, OK 74804</u>	
Business Phone: <u>405-585-4241</u>	Fax: _____ Email: <u>brent.newsom@okkbu.edu</u>

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

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

If so, please list the board/committee: Library Board

How many years have you lived in Shawnee? Nearly 8 years

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

☐ Airport Advisory Board ☐ Beautification Committee ☐ Board of Adjustment (Zoning) ☐ Civic and Cultural Development Authority ☐ Community Service Contract Review Committee ☐ Housing Authority ☒ Library Board	☐ Oklahoma Baptist University Trust Authority ☐ Parks and Recreation Committee ☐ Planning Commission ☐ Senior Citizens of Shawnee Board ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Traffic Commission ☐ Other
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Why are you interested in serving on the Board/Committee/Commission selected above?

I have served on the Library Board for the past two years and would like to continue doing so for a second term. I am a big supporter of the library and appreciate the services it brings to the Shawnee community.

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

As an English professor, literacy and reading are deeply important to me. I also have collaborated with the library and the Friends of the Library for the past two years to create poetry programming for Shawnee youth during April, which is National Poetry Month.

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

Shanee Library Board, Friends of the Library, faculty sponsor of OBU's Mortar Board chapter (a national honor society that emphasizes scholarship, leadership, and service).

List education, including degree(s) earned:

B.A. in Interdisciplinary Studies, Oklahoma Baptist University; M.A. in English, Louisiana State University; Ph.D. in English, Texas Tech University.

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

Library Board, 2 years.

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

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

Have you ever declared personal or business bankruptcy? No.

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Justin Dunn	Pastor/Friend	405-765-3542
Michael Cappel	Friend	405-273-0110
Kaine Ezell	Colleague/Friend	812-617-2091

PLEASE READ CAREFULLY:

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

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

Signature Bret Hanson

Date 4/23/2020

Revised July 12, 2019

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

Send completed application to:

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



APPLICATION TO SERVE
Boards, Committees and Commissions

☐ Appointment
☒ Reappointment – Partial/First/Second Term

Name: <u>Cody Keem</u>	Application Date: _____
Address: <u>116 Quail Hollow</u>	Date of Birth: _____
Mailing Address: <u>same</u>	
Daytime Phone: <u>405.501.2627</u>	Fax: _____ Email: <u>codykeem@msn.com</u>
Profession: <u>Retired</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____	Fax: _____ Email: _____

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

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

If so, please list the board/committee: Planning Com

How many years have you lived in Shawnee? 30

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

☐ Airport Advisory Board ☐ Beautification Committee ☐ Board of Adjustment (Zoning) ☐ Civic and Cultural Development Authority ☐ Community Service Contract Review Committee ☐ Housing Authority ☐ Library Board	☐ Oklahoma Baptist University Trust Authority ☒ Parks and Recreation Committee ☒ Planning Commission ☐ Senior Citizens of Shawnee Board ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Traffic Commission ☐ Other
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Why are you interested in serving on the Board/Committee/Commission selected above?

Been there, done that & am happy to be involved in Shawnee's future

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

Interest, Competence & experience on this board -

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

Community Renewal

List education, including degree(s) earned:

Master's in Social Work

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

Yes

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

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

Have you ever declared personal or business bankruptcy?

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
<u>Michelle Briggs</u>	<u>friend</u>	
<u>Dick Deem</u>	<u>Spouse</u>	
<u>Brandon Meyer</u>		

PLEASE READ CAREFULLY:

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

Signature

Cody Deem

Date

3-1-2020

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

Send completed application to:

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

APPLICATION TO SERVE
Boards, Committees and Commissions

☐ Appointment
☒ Reappointment – Partial/First/Second Term

Name: Rachael Melot

Application Date: 10 Mar 2020

Address: 1101 W. 45th Street

Date of Birth: 01.03.77

Mailing Address: 1101 W. 45th Street

Daytime Phone: 405.410.3554

Fax: _____

Email: msreferee@gmail.com

Profession: Boutique Owner

Business Name: Wystle

Business Address: 1725 N. Kickapoo

Business Phone: 405.275.5525

Fax: _____

Email: wystleoffice@gmail.com

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

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

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

How many years have you lived in Shawnee? 25

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

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

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

Because I have studied the benefits and affects of proper City planning and how it impacts my life, my well-being, and my businesses. I am interested in serving the community in a way that benefits every citizen's life, well-being and business.

Revised July 12, 2019

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

I am dependable and reliable. I have served on this commission for a year already - as an appointment. I also serve on the Oklahoma Active Transportation Committee and lead the Blue Zones Project built environment committee.

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

Kiwanis, Shawnee Forward, Gateway to Prevention Volunteer program

List education, including degree(s) earned:

Master of Arts in Educational Leadership, BOMA coursework, Policy training

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

I served on the Shawnee Civic and Cultural Authority Board for 6 years and the Planning commission for 1 year

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Daniel Matthews	Professional	405.973.5792
Louis Maltos	Professional	405.659.7187
Kathy Laster	Professional	405.570.7264

PLEASE READ CAREFULLY:

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

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

Signature Rachael Melot

Date 10 Mar. 2020

Revised July 12, 2019

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

Send completed application to:

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

Revised July 12, 2019

2-26-2020

To Whom It May Concern:

I would like to submit my name for consideration in filling a full term on the City of Shawnee's, Zoning Board of Adjustment.

I have recently completed serving on this board by filling a vacancy and would like to continue in that role.

I feel that I have the necessary expertise, knowledge and experience to support the needs of the City and the professional staff in the Planning and Community Development Department, in this role.

I would be happy to answer any questions that you may have about my abilities and interest in serving in this capacity.

Respectfully,



Tim Burg, CECD
2903 Crown Point
Shawnee, OK. 74804



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Tim Burg</u>	Application Date: <u>2-26-2020</u>
Address: <u>2903 Crown Point, Shawnee OK. 74804</u>	Date of Birth: <u>12-20-1951</u>
Mailing Address: <u>2903 Crown Point, Shawnee OK. 74804</u>	
Daytime Phone: <u>405-273-6092</u>	Fax: _____ Email: <u>tburg@shawneeforward.com</u>
Profession: <u>Economic Developer</u>	
Business Name: <u>Shawnee Forward Inc.</u>	
Business Address: <u>231 N. Bell</u>	
Business Phone: <u>405-273-6092</u>	Fax: _____ Email: <u>tburg@shawneeforward.com</u>

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

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

If so, please list the board/committee: Zoning Board of Adjustment

How many years have you lived in Shawnee? 11 years

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

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

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

Within the time that I can commit to outside activities away from my job, this Board allows me to
to serve the Community, and to also give back by supporting the needs of the City Government.

Revised July 12, 2019

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

I have 30 + years experience in the construction industry, which includes design, engineering and construction.

In the past I have served on a Planning Commission in another community in excess of 12 years as a Board Member and as both a City and a Regional Chairman capacity.

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

I serve on the OBU Shawnee Advisory Committee, and the OBU College of Business, Board of Executives, in this community. I also serve on the board of the state of Oklahoma Department of Career & Technology Education.

List education, including degree(s) earned:

I graduated from high school in 1969 and graduated from the OU / Economic Development Institute in 2005, and in 2006 became a certified economic developer in 2006. I am one of 1200 people in the world with that designation.

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

I have recently filled in or completed a vacancy on the Zoning Board of Adjustment

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

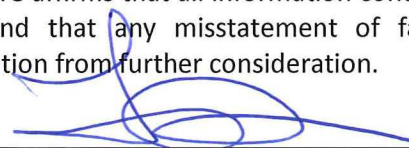
Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Marion McMillan	Business Associate	405-878-7235
Melissa Dennis	Business Associate	405-620-2077
Marty Lewis	Business Associate	405-623-9444

PLEASE READ CAREFULLY:

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

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

Signature 

Date 2-26-2020

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

Send completed application to:

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

Regular Board of Commissioners

3.

Meeting Date: 05/04/2020

Third Amended Proclamation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge and ratification of the Third Amended Proclamation to declare an emergency within the City Limits and such additional territory as may be described herein, authorizing the actions of the City Manager and Mayor pursuant to State Laws and the Municipal Code of the City of Shawnee.

Attachments

Third Amended Proclamation

THIRD AMENDED PROCLAMATION

DECLARATION OF THE MAYOR OF THE CITY OF SHAWNEE DECLARING AN EMERGENCY WITHIN THE CITY LIMITS AND SUCH ADDITIONAL TERRITORY AS MAY BE DESCRIBED HEREIN, AUTHORIZING THE ACTIONS OF THE CITY MANAGER PURSUANT TO STATE LAWS AND THE MUNICIPAL CODE OF THE CITY OF SHAWNEE

WHEREAS, President Donald J. Trump issued a declaration of a nation-wide State of Emergency on March 13, 2020 declaring a public health emergency as a result of the national spread of the COVID-19 virus, and;

WHEREAS, Oklahoma Governor J. Kevin Stitt, issued Executive Order Number 2020-07 on March 15, 2020 declaring an emergency in all seventy-seven counties of Oklahoma caused by the impending threat of COVID-19 to the people of this state and the public's peace, health, and safety, and;

WHEREAS, on April 2, 2020, Oklahoma Governor J. Kevin Stitt executed the Eighth Amended Executive Order Number 2020-07, which extended the state of emergency in all seventy-seven counties of Oklahoma until April 29, 2020, and implemented new and stricter safety measures, including a "Safer at Home" order to combat the spread of COVID-19, and;

WHEREAS, on April 22, 2020, Oklahoma Governor J. Kevin Stitt announced and published the State of Oklahoma's "Open Up and Recover Plan" outlining a three (3) phase plan for the reopening of businesses and lifting of "Safer at Home" restrictions over the next several months, and;

WHEREAS, the event is consistent with the definition of "*disaster*" as defined by Section 683.3 of the Oklahoma Emergency Management Act of 2003, as amended, and;

WHEREAS, the event is consistent with the definition of "*disaster*" as defined in Section 11-23 (d) of Chapter 11 of the Code of the City of Shawnee, and;

WHEREAS, Section 11-29 (a) of Chapter 11 of the Code of the City of Shawnee provides that the Mayor, after finding that an emergency exists which affects life, health, property or the public peace, may proclaim a state of emergency in the area affected, and;

WHEREAS, Section 11-29 of Chapter 11 of the Code of the City of Shawnee provides for the powers of the Mayor and City Manager in the interest of public safety during the existence of a state of emergency, and;

WHEREAS, at this time, I, Richard D. Finley, Mayor of the City of Shawnee do hereby desire to exercise the authority vested in me by the above-cited sections of the law and to proclaim a state of emergency to exist in the City of Shawnee,

NOW, THEREFORE, I, Richard D. Finley, Mayor of the City of Shawnee, Oklahoma, do hereby proclaim a state of emergency to exist within the city, and;

I HEREBY DIRECT that the City Emergency Operations Plan be implemented, and;

I HEREBY DIRECT that all directives contained in the prior Proclamations remain in effect, unless specifically amended herein.

I HEREBY DIRECT that all directives contained in Oklahoma Governor J. Kevin Stitt's Executive Order No. 2020-07 are hereby incorporated herein by reference and all directives therein contained are implemented in the City.

I HEREBY DIRECT that all directives contained in Oklahoma Governor J. Kevin Stitt's "Open Up and Recover Plan" are hereby incorporated herein by reference and all directives therein contained are implemented in the City.

I DO FURTHER DIRECT that public notice of this proclamation and state of emergency shall be given by the City Clerk and to as many local news media outlets as may be practical; and,

I DO HEREBY FURTHER DIRECT that this State of Emergency shall expire at 11:59 P.M. on April 30, 2020. This proclamation may be terminated, extended, or amended as needed at any time by the same manner in which the State of Emergency is declared.

ADOPTED and SIGNED this 30th day of April, 2020 at 1:18 P.M.

(SEAL)

ATTEST:



Lisa Lasyone
LISA LASYONE, CMC, CITY CLERK

Richard D. Finley
RICHARD FINLEY, MAYOR