

AGENDA
BOARD OF CITY COMMISSIONERS
May 3, 2021 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
2. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Shawnee Municipal Authority Agenda Item No. 3.
 - b. Minutes from the April 19, 2021 regular meeting.
 - c. Acknowledge the following minutes:
 - Traffic Commission Minutes from the January 26, 2021 regular meeting
 - d. Approve renewal of the following agreements for Fiscal Year 2021-2022:
 1. Agreement with Pioneer Library Systems for library services, facilities, and maintenance.
 2. Agreement with Shawnee Twin Lakes Trap Club for use of city property known as Shawnee Twin Lakes Trap Range.
 - e. Lake Lease Transfer:

TRANSFER:
Lot 1A Mosler Tract, 33001 Lake Road
From: Jake Clanin, dba Rosewood Farms, LLC
To: Greta Madson, dba Greta Madson Enterprises, LLC, dba Lakeside Wedding Venue

3. Presentation by Animal Control to present the Pet of the Week.
4. Mayor's Proclamation:
"Better Hearing Month"
May 2021
5. Presentation of independent auditor's reports for the Comprehensive Annual Financial Report.
6. Presentation of the 2020 Performer by Crawford and Associates.
7. Consideration to purchase a restroom building to be installed at Glenn Collins Park, Shawnee Twin Lakes, in the amount of \$68,120.00.
8. Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma supporting the efforts of local businesses and the citizens of Shawnee to continue to follow medical guidance with regard to face coverings.
9. Consideration of a resolution authorizing Mayor Ed Bolt to cast a ballot for the 2021 Oklahoma Municipal Assurance Group (OMAG) Election of Two Trustees.
10. Consideration of a resolution approving a project agreement with the Oklahoma Department of Transportation regarding the construction of an Industrial Access Project. Project No. SAP-263D(070); J/P No. 34086(04).
11. Consideration of a request for additional stop signs at the intersection of Kennedy Street and Norwesco Road.
12. Consideration of a Final Plat for Cardinal Point Addition – Phase I, a 12.08-acre tract, located approximately 1,150 feet east of North Union Avenue located on the north side of East 45th Street. Case No. P07-21, Applicant: Cardinal Point Development, LLC. (*Deferred from the April 19, 2021 City Commission meeting.*)
13. An ordinance amending portions of Chapter 22, Division 2, Section 22-744 – Term of Office - of the Shawnee City Code of Ordinances, by amending Chapter 22 defining the term of office; providing for repeal; providing for severability; providing for codification; and providing for emergency clause.
14. Consideration of Mayor's Appointments:

Shawnee Arts & Culture Commission

Carmen Wolf 1st Full Term Expires: May 1, 2023
Appointment to new board – Organizational Member

Katie Goodson 1st Full Term Expires: May 1, 2024

Appointment to new board – Professional Member

John Grider 1st Full Term Expires: May 1, 2024
Appointment to new board – Professional Member

Lucas Simmons 1st Full Term Expires: May 1, 2024
Appointment to new board – Professional Member

LeAnne Henry Wright 1st Full Term Expires: May 1, 2024
Appointment to new board – Professional Member

Robbie Kienzle 1st Full Term Expires: May 1, 2023
Appointment to new board – At large Member

Tera Leigh 1st Full Term Expires: May 1, 2023
Appointment to new board – At large Member

15. New Business

(Any matter not known or which
could not have been reasonably
foreseen prior to the posting of the
agenda)
16. Commissioners Comments
17. Discussion, consideration, and possible action to enter into executive session for discussion related to the employment of Municipal Judge in accordance with 25 O.S. § 307(B)(1) “Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee.”
18. Consider matters discussed in executive session related to the employment of Municipal Judge in accordance with 25 O.S. § 307(B)(1) “Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee.”
19. Consideration of a proposal with Atwood Law Firm for Municipal Judge services.
20. 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. b.

Meeting Date: 05/03/2021

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the April 19, 2021 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
APRIL 19, 2021 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session, Monday, April 19, 2021 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 3:02 p.m. on April 16, 2021. Mayor Bolt presided and Mr. Obadiah Gragg called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Bob Weaver
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Father Tom Dahlman
Emmanuel Episcopal Church

FLAG SALUTE

AGENDA ITEM NO. 1:

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

Mr. Rob Morris questioned the demolition of the properties located at 113 South Philadelphia Avenue and 113½ South Philadelphia Avenue.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the April 5, 2021 regular meeting.
- b. Acknowledge the following reports and minutes:

- License Payment Report for March 2021
 - Project Payment Report for March 2021
 - Planning Commission Minutes from the February 3, 2021 and March 3, 2021 regular meetings.
- c. Approval of quote from WW Livestock Systems for purchase of livestock panels for the Heart of Oklahoma Exposition Center in the amount of \$58,779.24.

City Manager Chance Allison requested that Mayor Bolt to pull Consent Agenda Item No. 2(c) for separate consideration.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Weaver, to approve the Consent Agenda Item Nos. 2 (a-c), less item 2(c). Motion carried 7-0.

AYE: Rutherford, Weaver, Flood, Bolt, Sehorn, Salter, Matthews
NAY: None

Regarding Consent Agenda Item No. 2(c), City Manager Chance Allison advised that he received an updated quote from WW Livestock Systems. He stated that a surplus surcharge from the steel manufacturer was added, which will increase the purchase of the livestock panels from \$58,779.24 to \$63,677.51.

A motion was made by Commissioner Weaver, seconded by Vice Mayor Rutherford, to approve Consent Agenda Item No. 2(c) with the new amount of \$63,677.51. Motion carried 7-0.

AYE: Weaver, Rutherford, Sehorn, Salter, Matthews, Flood, Bolt
NAY: None

AGENDA ITEM NO. 3:

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

Animal Control Officer Wendy Cole introduced Constance, and nine-month-old, half Boxer and half Beagle, female canine. Constance is up for adoption.

Officer Cole advised that the Animal Shelter currently has seventeen dogs, three cats, and a pig.

AGENDA ITEM NO. 4:

Mayor's Proclamations:

"Loyalty Day"

May 1, 2021

"Purple Heart City"

Don Plumley, Sr. Vice Commander, Shawnee VFW Post 1317, accepted the Mayor's Proclamations for "Loyalty Day" and "Purple Heart City" presented by Mayor Bolt.

AGENDA ITEM NO. 5:

Introduction of Katy Fleming, General Manager of the Heart of Oklahoma Exposition Center.

City Manager Chance Allison introduced Katy Fleming, General Manager of the Heart of Oklahoma Exposition Center.

Ms. Fleming gave a brief employment history and her managing experience. She invited the Commission to call or come see her with any questions.

AGENDA ITEM NO. 6:

Consideration of an ordinance amending portion of Chapter 15, entitled "Health and Safety" located in Chapter 15, Article I, of the City of Shawnee City Code of Ordinances, by specifically enacting the "City of Shawnee COVID-19 Safety Code", to be codified as section 15-6 through 15-17 of the Code in order to provide the findings and declarations of the City Council; providing a definition of "Face Covering," requiring face coverings shall be worn in certain places or settings; providing suggested guidelines for face coverings; providing exceptions; providing an effective and expiration date and time; providing for enforcement, violations, and penalties for violations; providing a defense; and declaring an emergency.

Mayor Bolt stated he reached out to Shawnee Public Schools Superintendent Dr. April Grace, a representative for Citizen Pottawatomie Nation, and Local Emergency Response Coordinator Michael Potter with the Pottawatomie County Health Department regarding the face covering mandate.

The Commission discussed amending the current ordinance regarding the expiration date on mandated face coverings.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to approve an ordinance amending portion of Chapter 15, entitled “Health and Safety” located in Chapter 15, Article I, of the City of Shawnee City Code of Ordinances, by specifically enacting the “City of Shawnee COVID-19 Safety Code”, to be codified as section 15-6 through 15-17 of the Code in order to provide the findings and declarations of the City Council; providing a definition of “Face Covering,” requiring face coverings shall be worn in certain places or settings; providing suggested guidelines for face coverings; providing exceptions; providing an effective and expiration date and time; providing for enforcement, violations, and penalties for violations; providing a defense; and declaring an emergency; specifically amending the expiration date from June 30, 2021 at 11:59 p.m. to April 30, 2021 at 11:59 p.m.

Ordinance No. 2718NS was introduced.

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 15, ENTITLED “HEALTH AND SAFETY” LOCATED IN CHAPTER 15, ARTICLE I, OF THE SHAWNEE CITY CODE OF ORDINANCES, BY SPECIFICALLY ENACTING THE “CITY OF SHAWNEE COVID-19 SAFETY CODE,” TO BE CODIFIED AS SECTION 15-6 THROUGH 15-17 OF THE CODE IN ORDER TO PROVIDE THE FINDINGS AND DECLARATIONS OF THE CITY COUNCIL; PROVIDING A DEFINITION OF “FACE COVERING:” REQUIRING FACE COVERINGS SHALL BE WORN IN CERTAIN PLACES OR SETTINGS; PROVIDING SUGGESTED GUIDELINES FOR FACE COVERINGS; PROVIDING EXCEPTIONS; PROVIDING AN EFFECTIVE AND EXPIRATION DATE AND TIME; PROVIDING FOR ENFORCEMENT, VIOLATIONS, AND PENALTIES FOR VIOLATIONS; PROVIDING A DEFENSE; AND DECLARING AN EMERGENCY.

Motion carried 5-2.

AYE: Rutherford, Matthews, Flood, Bolt, Sehorn

NAY: Salter, Weaver

Ordinance No. 2718NS was adopted by the City Commission.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve the emergency clause relating to Ordinance No. 2718NS. Motion carried 5-2.

AYE: Rutherford, Sehorn, Matthews, Flood, Bolt
NAY: Salter, Weaver

AGENDA ITEM NO. 7:

Consideration of a resolution declaring certain items surplus property; describing said items; and authorizing the donation or sale of said items at the City of Shawnee's discretion.

Police Chief Mason Wilson explained the proposed resolution is a housekeeping item. He stated the old vehicles have been used for parts and are no longer needed for City purposes.

Resolution No. 6627 was introduced.

A RESOLUTION DECLARING CERTAIN CITY OF SHAWNEE POLICE DEPARTMENT VEHICLES SURPLUS PROPERTY AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE DONATION OR SALE OF SAID ITEMS AT THE CITY OF SHAWNEE'S DISCRETION.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to approve a resolution declaring certain items surplus property; describing said items; and authorizing the donation or sale of said items at the City of Shawnee's discretion. Motion carried 7-0.

AYE: Rutherford, Flood, Bolt, Sehorn, Salter, Matthews, Weaver
NAY: None

AGENDA ITEM NO. 8:

Discussion, consideration, and possible action of an Appeal of an Administrative Order regarding the demolition of the residential structure located at 420 West Forrest Street.

City Attorney Joe Vorndran addressed Agenda Item Nos. 8 and 9. He explained that there has been discussion with counsel for the appellant and an agreement regarding the disposition of the properties has been met. Mr. Vorndran and Staff recommend that the items be deferred to the May 17, 2021 City Commission meeting.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to defer this item to the May 17, 2021 City Commission meeting. Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Flood

AGENDA ITEM NO. 9:

Discussion, consideration, and possible action of an Appeal of an Administrative Order regarding the demolition of the residential structure located at 422 West Forrest Street.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to defer this item to the May 17, 2021 City Commission meeting. Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Flood

AGENDA ITEM NO. 10:

Consideration of a Final Plat for Shawnee Retail Development, a 4.26-acre tract, located approximately 250 feet northwest of the intersection of Shawnee Mall Drive and North Harrison Avenue. Case No. PL06-21, Applicant: STP Solutions, Inc. on behalf of Shiv Properties, LLC.

Planning Director Rebecca Blaine explained the applicant has met all subdivision regulations. The Planning Commission and Staff recommend approval.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve a Final Plat for Shawnee Retail Development, a 4.26-acre tract, located approximately 250 feet northwest of the intersection of Shawnee Mall Drive and North Harrison Avenue. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 11:

Consideration of a Final Plat for Cardinal Point Addition – Phase I, a 12.08-acre tract, located approximately 1,150 feet east of North Union Avenue located on the north side of East 45th Street. Case No. PL07-21, Applicant: Cardinal Point Development, LLC.

Planning Director Rebecca Blaine explained the Planning Department has not received the amended Final Plat. She stated it is Staff's recommendation to defer this item to a future meeting.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to defer this item to a future City Commission meeting. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 12:

Consideration of a Preliminary Plat for Rolling Hills Addition – Section 2, a 2.39-acre tract, located on the northeast corner of East Main Street and North Bryan Avenue. Case No. PL08-21, Applicant: Absentee Shawnee Housing Authority.

Planning Director Rebecca Blaine explained this is the second phase of the residential subdivision to add a few additional lots. The Planning Commission and Staff recommend approval.

A motion was made by Commissioner Flood, seconded by Vice Mayor Rutherford, to approve a Preliminary Plat for Rolling Hills Addition – Section 2, a 2.39-acre tract, located on the northeast corner of East Main Street and North Bryan Avenue. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 13:

Consideration of the following budget amendments:

- a. Fund 001 General Fund – To adjust budget for estimated sales tax collections and other revenue sources; and to adjust budget for changes which have occurred since January 2021 and anticipated needs for the rest of the fiscal year.
- b. Fund 102 E-911 Fund – To adjust revenue for estimated collections and align expenditures with expected use.
- c. Fund 104 Economic Development Fund – To adjust for estimated sales tax collections.
- d. Fund 105 Spay/Neuter Fund – To cover increased spay and neuter costs.
- e. Fund 106 Hotel/Motel Surcharge Fund – To adjust for personnel changes and related expenditures.
- f. Fund 107 Police Sales Tax Fund – To adjust for sales tax estimate increase and related transfer.
- g. Fund 108 Fire Sales Tax Fund – To adjust for sales tax estimate increase and related transfer.
- h. Fund 190 CDBG Grant Fund – To adjust for personnel changes and related expenditures.
- i. Fund 198 ODOC NSP Program Fund – Fund cleanup.
- j. Fund 199 Home Rehab Program Income Fund – Fund cleanup.
- k. Fund 301 Capital Improvement Fund – To adjust revenue for sales tax and grant revenue; and to adjust expenditures for park needs, wildland gear, and building maintenance.
- l. Fund 302 Street Improvement Fund – To adjust costs for expected charges including, Kickapoo expansion, the lease of the street sweeper, and bank charges.

- m. Fund 303 2018 Capital Improvement Fund – To adjust for current projects including the Police Station, park projects, and the Santa Fe Depot.
- n. Fund 350 Aquatic Center Fund – To adjust for expected changes including workers' compensation allocation and personnel services among others.
- o. Fund 701 Library Fund – To adjust for janitorial services and changes in expected personnel and utility costs.
- p. Fund 706 Gifts and Contributions Fund – To adjust for use of donations by the Shawnee Senior Citizens Center.

Finance Director Ashley Neel explained she has increased sales tax projection to 97% from prior year. She stated the proposed budget amendments are to adjust for changes for the year and anticipated needs for the remainder of the fiscal year.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve the budget amendments listed in Agenda Item Nos. 13 (a-p). Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 14: Acknowledge monthly Sales Tax and Budget Reports.

Finance Director Ashley Neel reported sales tax is up \$2,514,363, or 14.76%, over the projected budget year-to-date. She stated that use tax collections are down approximately \$26,103.00, or 1.25%, under the projected budget year-to-date.

AGENDA ITEM NO. 15: 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. 16:

Commissioners Comments

The Commissioners welcomed General Manager of the Heart of the Oklahoma Exposition Center Katy Fleming and thanked Finance Director Ashley Neel for a good sales tax report.

Commissioner Matthews thanked the Commission for the conversation tonight. He stated that he would like to encourage the community to continue wearing face masks and getting vaccines.

Commissioner Weaver expressed his opinion that the Commission made a poor decision tonight regarding the expiration of the face covering mandate.

Commissioner Weaver stated that he would like a written answer to Mr. Rob Morris' question regarding the properties located at 113 South Philadelphia Avenue and 113½ South Philadelphia Avenue.

Commissioner Flood thanked the Commission for their time and effort and the ability agree and disagree but still work together.

Commissioner Flood stated that he would like more explanation regarding the property located at 113 South Philadelphia Avenue.

Commissioner Flood explained he felt it was prudent to abstain from Agenda Item Nos. 8 and 9 since there is a possibility the properties could be donated to his employer, Community Renewal.

Vice Mayor Rutherford expressed his appreciation to the Commission for the ability to discuss civilly.

Commissioner Sehorn echoed Commissioner Flood's comment regarding the ability to agree and disagree but still work together.

Mayor Bolt stated that there are a lot of good things going on in town.

AGENDA ITEM NO. 17:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:19 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

DRAFT

Regular Board of Commissioners

2. c.

Meeting Date: 05/03/2021

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Traffic Commission Minutes from the January 26, 2021 regular meeting
-

Attachments

Minutes

**MINUTES
TRAFFIC COMMISSION
JANUARY 26, 2021 MEETING
COMMISSION CHAMBERS ROOM AT CITY HALL**

ROLL CALL

MEMBERS PRESENT

Jack Barrett- Chairman
Reuben Peltier- Vice Chairman
Rex Hennen
Randy Kamm
Monty Porter
Mandy MacDonald

MEMBERS ABSENT

None

EX-OFFICIO MEMBERS

Seth Barkhimer, City Engineer
Brad Schmidt, Public Works Director
Mikaylia Stewart, Public Works Administrative Assistant

I. CITIZEN PARTICIPATION

None.

II. APPROVAL OF THE MINUTES FROM NOVEMBER 24, 2020.

Motion was made by Randy Kamm, seconded by Reuben Peltier, to approve the November 24th, 2020 minutes. Motion carried 6-0.

Roll Call: Aye: Barrett, Peltier, Hennen, Kamm, Porter, MacDonald
Nay: None

III. CONSIDERATION OF REQUEST FOR ON-STREET PARKING ON THE PROPOSED RED BIRD ROAD.

Staff presented and explained the proposed layout of on-street parking for two commercial lots on the proposed Red Bird Road. City engineer, Seth Barkhimer, recommended approval of the request with conditions:

1. Red Bird Road shall have a speed limit not exceeding 25 MPH.
2. The 24 parking spaces shall be public parking spaces not reserved for specific businesses or residential units.
3. A Permanent Easement shall be recorded to include the on-street parking area.
4. Cardinal Point Commercial Center Construction plans must be approved by City staff prior to construction.

Cardinal Point's developer Bryan Little made discussion on the request for on-street parking on Red Bird Road and was available for questions.

Motion was made by Rex Hennen, seconded by Monty Porter, to approve the consideration of request for on-street parking on the proposed Red Bird Road, with staff recommendations. Motion carried 6-0.

Roll Call: Aye: Barrett, Peltier, Hennen, Kamm, Porter, MacDonald
Nay: None

IV. CONSIDERATION OF REQUIREMENTS OF PUBLIC IMPROVEMENTS FOR THE PROPOSED CEDAR RIDGE ADDITION.

Staff presented and explained the proposed Cedar Ridge Addition development. Consideration was made of the requirements of public improvements for the proposed Cedar Ridge Addition. City Engineer, Seth Barkhimer, recommended requiring the developer to widen and bring 39th Street up to City code and standards from the eastern most entry to Harrison Street. Cedar Ridge Investments representative, John Flowers, made discussion on the requirements of public improvements for the proposed Cedar Ridge Addition. Mr. Flowers asked that the Commission decline the staff's recommendation and not require improvement to 39th Street beyond the boundary of the Cedar Ridge Addition property.

Motion was made by Rex Hennen, seconded by Reuben Peltier, to require public improvements for 39th Street, and for it to be widened and brought up to city standards, but only in the area that directly abuts the applicant's property. Motion carried 6-0.

Roll Call: Aye: Barret, Peltier, Hennen, Kamm, Porter, MacDonald
Nay: None

V. ADMINISTRATIVE REPORTS

None

VI. COMMISSIONERS COMMENTS

Commissioner Peltier thanked staff for bringing items before Traffic Commission.

VII. ADJORNMENT

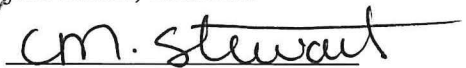
There being no further business to consider, a motion was made by Randy Kamm, seconded by Rex Hennen, recommending the meeting be adjourned at 6:57pm. Motion carried 6-0.

Roll Call: Aye: Barrett, Peltier, Hennen, Kamm, Porter, MacDonald
Nay: None

Respectfully submitted,



Jack Barrett, Chairman



Mikaylia Stewart, Administrative Assistant

Regular Board of Commissioners

2. d. 1.

Meeting Date: 05/03/2021

Contract

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

Contract

AGREEMENT FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE 2021-2022

This Agreement is made and entered into this _____ day of _____, 2021, 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 2021-2022 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, 2021, through June 30, 2022, 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. 2.

Meeting Date: 05/03/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Shawnee Twin Lakes Trap Club for use of city property known as Shawnee Twin Lakes Trap Range.

Attachments

Contract

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation LESSOR ("City"), and the SHAWNEE TWIN LAKES TRAP CLUB, INC., LESSEE (STLTC), collectively the ("Parties").

WHEREAS the City is the owner of public property and facilities known as, The Shawnee Twin Lakes Trap Range, in the City of Shawnee, Pottawatomie County, State of Oklahoma, and;

WHEREAS the City recognizes that the Trap Range and facilities located at the North East corner of Patterson Road and Hardesty Road 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 Trap Range and the use of City property.

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

1. The City hereby grants the right and privilege to the STLTC to use the facilities and property located generally at the North East corner of Patterson Road and Hardesty Road, City of Shawnee, Pottawatomie County, State of Oklahoma, West side of property, hereinafter jointly referred to as the "Property".
2. This Agreement shall commence on July 1, 2021 and end on June 30, 2022 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the City or the STLTC, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days' notice, in writing, delivered by certified mail, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease. Upon termination of this Agreement, the STLTC 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 STLTC shall become the property of the City unless

otherwise mutually agreed to in writing by the City and the STLTC. The Parties acknowledge that the STLTC 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 STLTC.

3. Before any changes are made in the improvements and structures, and before the construction of any permanent building, the STLTC shall obtain approval from the City Manager or his designee for such changes or construction costing Fifty Thousand Dollars (\$50,000) or less. All changes or construction costing in excess of Fifty Thousand Dollars (\$50,000.) shall require the approval of the City Commission.
4. It is agreed that the Property area is to be used by the STLTC solely for the purposes of recreation and education, and development of sports skills, primarily for the purpose of shooting traps, and associated supportive services. Any other use of the Property area must be approved by the City. The STLTC shall provide the City with by-laws, league rules, league registration fees and schedules of all the STLTC activities. It is further agreed between the Parties that the STLTC shall make every effort to accommodate the City of Shawnee residents to facilitate shared use. If the STLTC makes the property available for use by others, the STLTC shall make ready the facilities, determine costs and assess such costs against such entities using the property.
5. The STLTC shall not assign this Agreement, or any interest herein, or sublet any portion of the Property area without the consent of the City Manager or his designee. The STLTC may grant permission and authority to any entities to occupy and use the Property area for any supportive services necessary for STLTC or for the conduct of a function not sponsored by STLTC. STLTC will be responsible for informing all other entities using the City property of the rules and obligations for the use of the property.
6. The STLTC 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 STLTC, its invitees, employees, representatives and successors from the failure of the STLTC to keep the Property and structures in good condition and repair or for any negligent or intentional act committed by STLTC, its employees, officers, successors and assigns resulting in injury of any kind.

7. The STLTC, at its expense, shall keep in force, during the term of this Agreement, Public 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 STLTC 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 Public Liability Insurance policy or policies in the amount of One Million Dollars (\$1,000,000.00). The use of the fields by any entity other than STLTC 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 STLTC to be covered by the policy.
8. The STLTC will share the building space with the Sporting Clay area (currently the Shawnee Shotgun Club). The STLTC will provide maintenance to grounds around the building and facilities including mowing of the area right around the building, cost share with the Shawnee Shotgun Club janitorial and sanitizing service and supplies, Trash receptacles and liners to be disposed of on an as needed basis, field supplies and service including paint, and other equipment. Major repairs to existing facilities such as replacing buildings, roofs, sewer lines, major water line breaks, parking lot repairs, and fencing replacement previously installed by the City, and other repairs traditionally within the responsibility of the "landlord", will be the responsibility of the City at no cost to the STLTC. The STLTC will be responsible for minor repairs to the building, replacement of equipment, minor plumbing repairs such as clogged toilets, clogged sink drains, toilet and sink replacement, light bulb replacement and all maintenance and repair to new facilities constructed by the STLTC for at least one year after construction and during warranty period. All members and employees of the lessee that work on or do repairs will be considered independent contractors and not working for the City. The STLTC shall be responsible for ensuring that trash is picked up from grounds after events and deposited into the dumpster provided by the City. The STLTC shall exercise a high degree of care in ensuring grounds and building are continually in good repair during the term of this agreement. The City shall be charged for electric services and the STLTC will exercise reasonable efforts to conserve electric. The STLTC will provide and pay for their own phone service.
9. The STLTC will exercise reasonable efforts to make its customers aware of parking regulations during STLTC activities to assist the City in an effort to insure that the ground and vegetation of

the Property, and adjacent premises, are 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 STLTC agrees to provide activities, primarily for Shawnee area residents without discrimination as to race, religion, color, creed, sex or national origin.
11. If any person believes that the STLTC has violated the provisions of this Agreement, and has exhausted all appeal procedures through the STLTC Board, that person may file a written complaint with the City Manager or his designee. The City Manager or his designee shall so advise the STLTC, provide it with a copy of the complaint, and give the STLTC ten (10) days to consult with counsel and file a written response with the City Manager or his designee. Thereafter, the City Manager or his designee may, if he/she deems prudent, conduct an investigation into the situation, and within thirty (30) days of the response by the STLTC, advise of a ruling on the matter. Failure of the STLTC to follow the directions so given by the City Manager or his designee may result in the termination of this Agreement (without further notice).
12. The City Manager may designate one (1) person to serve as a non-voting, advisory to the STLTC Board. Alternatively, the STLTC may designate one (1) person to serve as liaison between the STLTC and the City Parks Department to address issues regarding maintenance and program administration. The STLTC will provide the City semi-annual financial statements and reports of business activities. There shall be ultimate City Commission review for capital improvements in excess of fifty thousand dollars (\$50,000.00). The STLTC 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 STLTC 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 STLTC 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 Shawnee Twin Lakes Trap Club, Inc., by their representatives, set their hands to this Agreement on the _____ day of _____, 2021.

THE CITY OF SHAWNEE, OKLAHOMA

ATTEST:

CHANCE ALLISON, CITY MANAGER

LISA LASYONE, CMC, CITY CLERK

SHAWNEE TWIN LAKES TRAP CLUB, INC.



PRESIDENT/CHAIRMAN

Subscribed and sworn to before me this _____ day of _____, 2021.

NOTARY PUBLIC

Commission Expires: _____
Commission Number: _____

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2021.

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

2. e.

Meeting Date: 05/03/2021

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFER:

Lot 1A Mosler Tract, 33001 Lake Road

From: Jake Clanin, dba Rosewood Farms, LLC

To: Greta Madson, dba Greta Madson Enterprises, LLC, dba Lakeside Wedding Venue

Attachments

Lake Lease

Community
Development
Department



222 N Broadway
Shawnee, OK
74801
405-878-1666

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

Date: 4.26.2021	License No. 4974
Type	☐ Renewal ☒ Transfer
Commission Meeting Date	3 MAY 2021
Property Address	33001 LAKE RD
Lake Site Location	Mosler Tract, Lot 1A
Lease Dates	05/03/2021 - 05/02/2051
Lease Fee (changes annually)	\$746.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	GRETA MADSON, dba GRETA MADSON ENTERPRISES, LLC dba LAKESIDE WEDDING VENUE
Address	15101 ECKEL RD, SHAWNEE, OK 74801
Phone	405.788.0242
Current Lessee (Transfer From)	
Name(s)	JAKE CLANIN, dba ROSEWOOD FARMS, LLC
Address	26 ORVILLE RD, SHAWNEE, OK 74801
Phone	405
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☒ Conventional ☐ Aerobic
Last Inspected/Pumped	9.3.2020
Miscellaneous Comments:	Check 2500 - \$1075.00 Check 2501 - \$746.00
Fees Collected	\$1821.00



Cabin Site Lease

PLEASE READ CAREFULLY

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

LEASE # 4974 TRACT NAME Mosler LOT # 1A

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 05/03/2021 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

of GRETA MADSON ENTERPRISES, LLC, dba LAKESIDE WEDDING VENUE,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$746.00 dollars for 2021, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

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

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

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

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

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

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and

that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rules or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house, or boat dock.

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

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

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

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

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

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

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

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

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

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

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

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

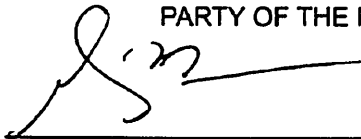
It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

ATTEST:

CITY CLERK

Regular Board of Commissioners**4.**

Meeting Date: 05/03/2021

Proclamation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamation:

"Better Hearing Month"
May 2021

AttachmentsProclamation



Proclamation

“Better Hearing Month”

Whereas, audiologists in Shawnee, Oklahoma observe and celebrate Better Hearing Month each year during the month of May; and

Whereas, Shawnee City Council recognizes and values the efforts of all who work to eliminate or minimize the isolating effects of communication disorders in the one in five families affected by them; and

Whereas, our citizens who have overcome communication disabilities through the services of audiologists are now able to lead independent, productive, and fulfilling lives; and

Whereas, our veterans are returning from service with the main medical complaint of tinnitus and hearing loss as the second most common complaint. Audiologists are capable of diagnosing and helping these veterans; and

Whereas, Shawnee is proud and grateful to have audiologists offering quality education and health care services to its citizens; and

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim May 2021, to be

“Better Hearing Month”

and encourage all citizens to recognize the achievements of audiologists in improving the quality of life for people with communication disorders.

In the City of Shawnee, Oklahoma

Dated this 3rd day of May, 2021

Ed Bolt, Mayor

Lisa Lasyone, CMC, City Clerk

Regular Board of Commissioners

5.

Meeting Date: 05/03/2021

CAFR

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation of independent auditor's reports for the Comprehensive Annual Financial Report.

Attachments

CAFR



COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED JUNE 30, 2020

Annual Financial Statement Audit and Comprehensive Annual Financial Report Briefing

For the Year Ended June 30, 2020

A blue hexagon with a black outline, containing the text "Audit Results" in white.

Audit Results

- Financial Statements
 - Unmodified opinion
 - Financial reporting conforms with U.S. General Accepted Accounting Principles (GAAP)
 - Financial Statements are free of material misstatements
- Compliance with Major Federal Programs
 - Unmodified opinion
 - The City complied in all material respects with federal grant requirements enumerated in the uniform guidance
 - The City's major federal program during FY-2020 was the Coronavirus Relief Fund.

Compliance Matters

Issue

General Fund expenditures exceeded budgeted appropriations in the general government and culture and recreation categories.

Remedy

Management will review all funds and departments periodically to ensure any required budget amendments are completed and approved prior to expenditures exceeding budgets at the legal level of control. Further, the city is currently implementing budgeting and transparency software to guard against exceeding appropriations.

Net Position

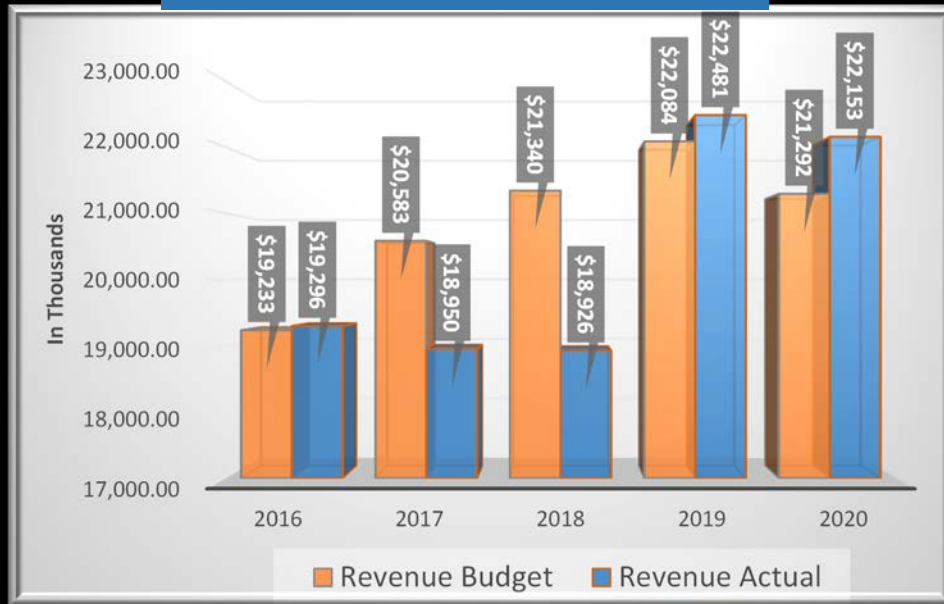
- Definition: The difference between assets, deferred outflows of resources, liabilities, and deferred inflows of resources. One way to measure a city's financial condition.



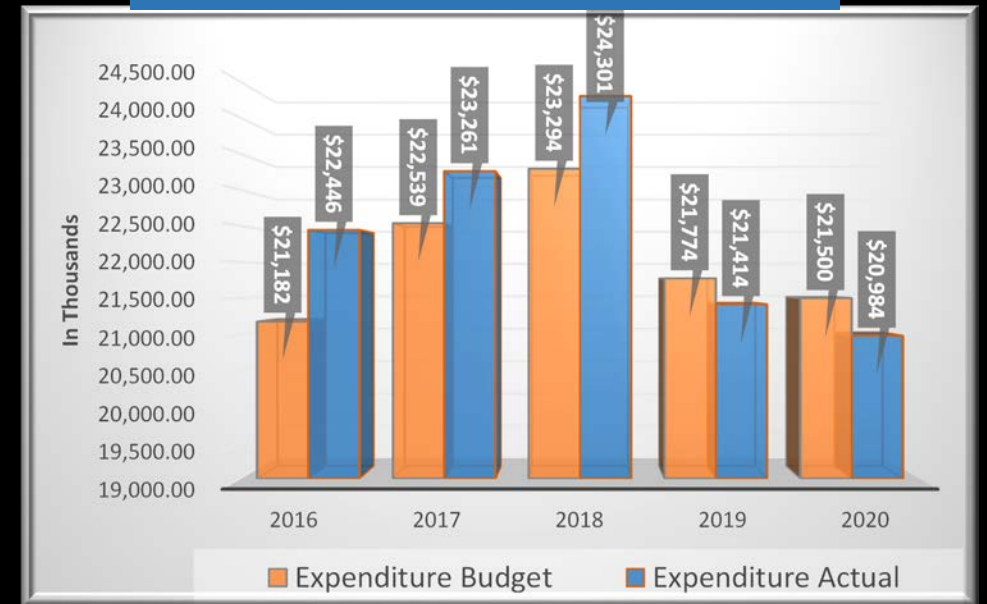
*Required Restatement

Net Position increased \$2,117,890 from 2018-2019 to 2019-2020, a 2.7% increase year-over-year.

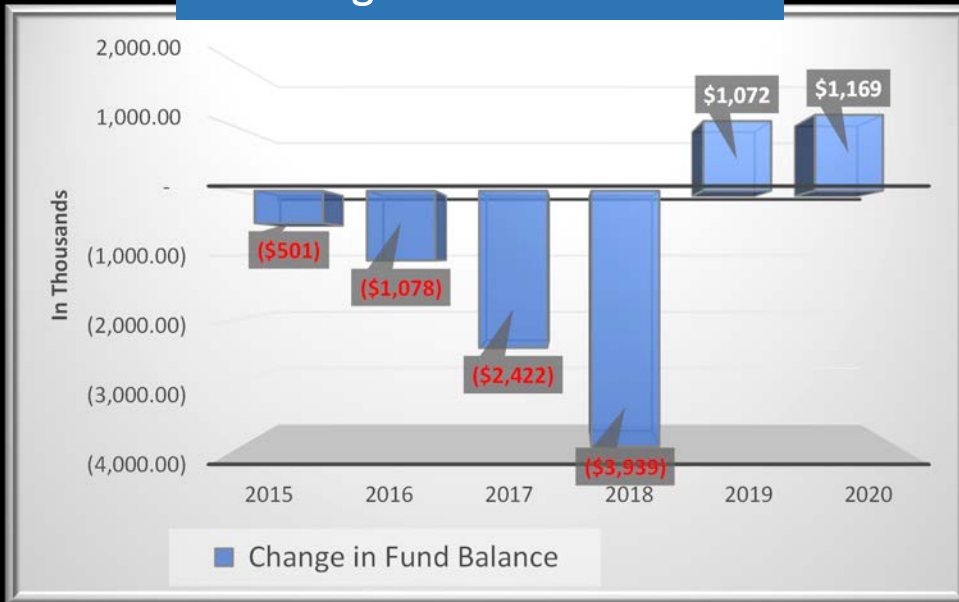
Budget To Actuals - Revenue



Budget To Actuals - Expenditures



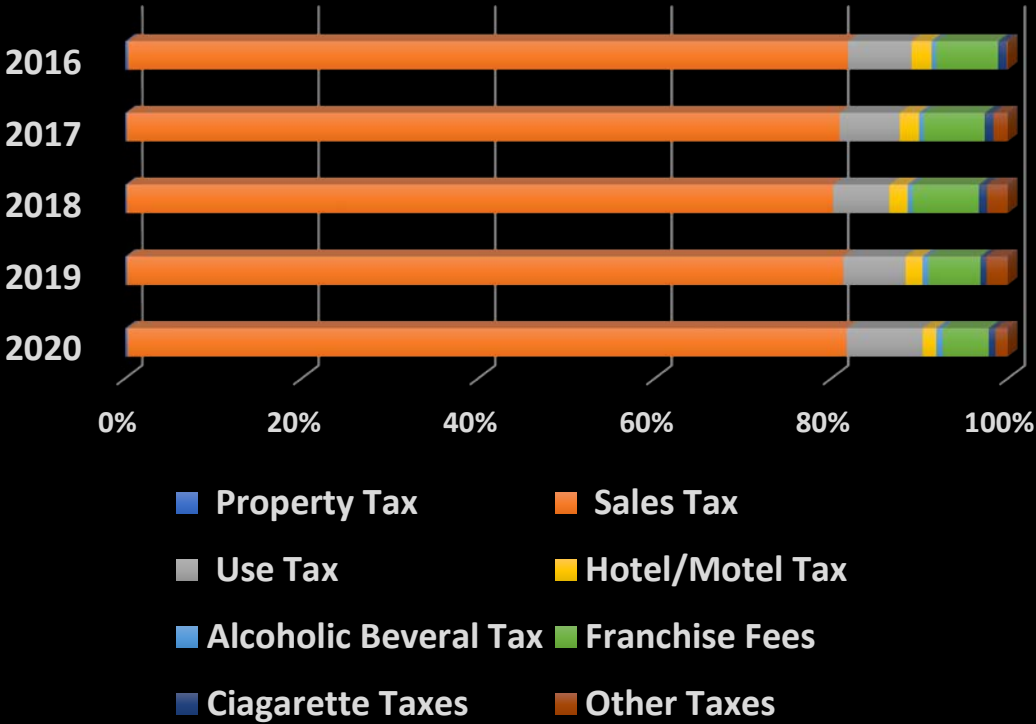
Change in Fund Balance



General Fund Trends

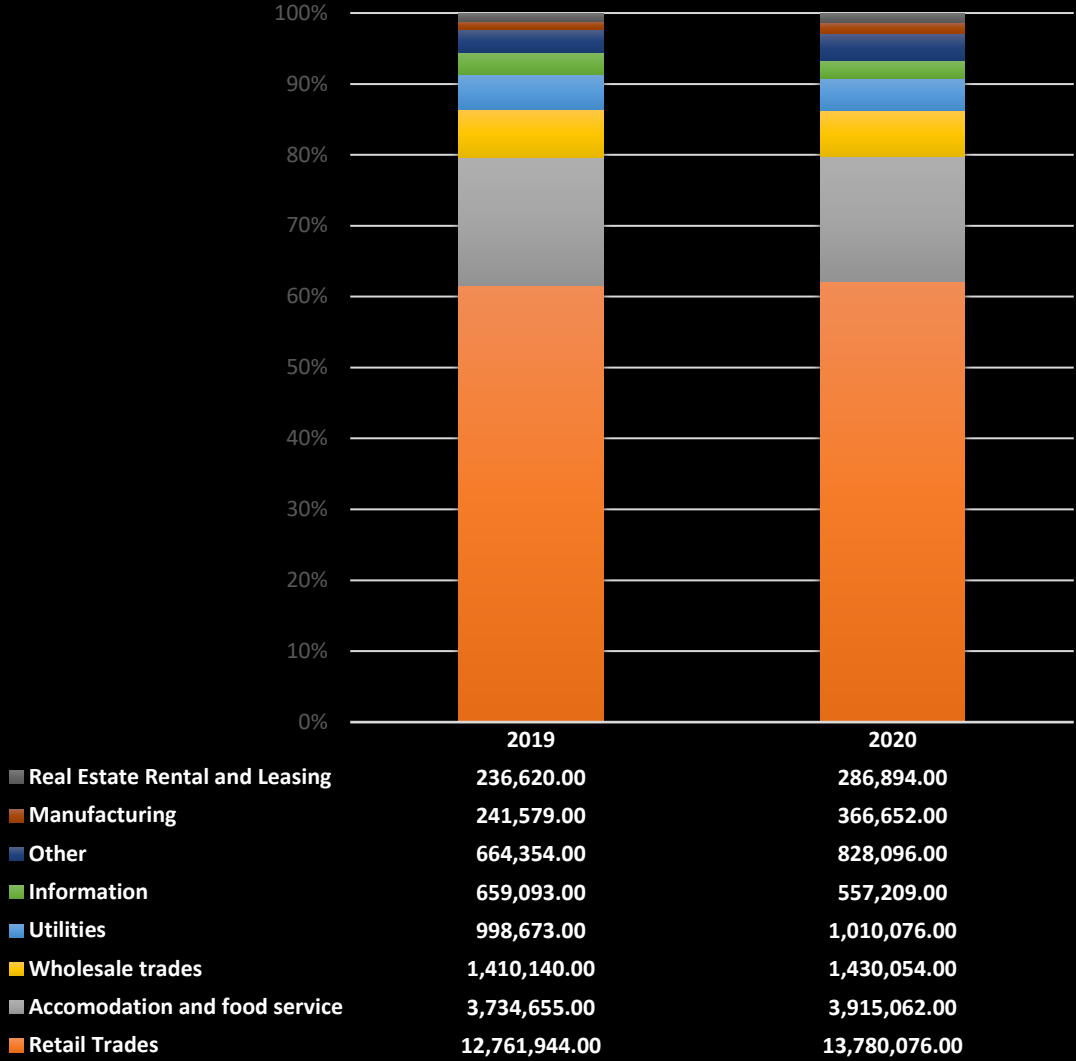
- ☐ Total Revenues came in over budget for a second year in a row.
- ☐ Total Expenditures came in under budget for a second year in a row.
- ☐ Fund Balance increased by 9%.

Tax Revenue by Source



Tax Breakdown

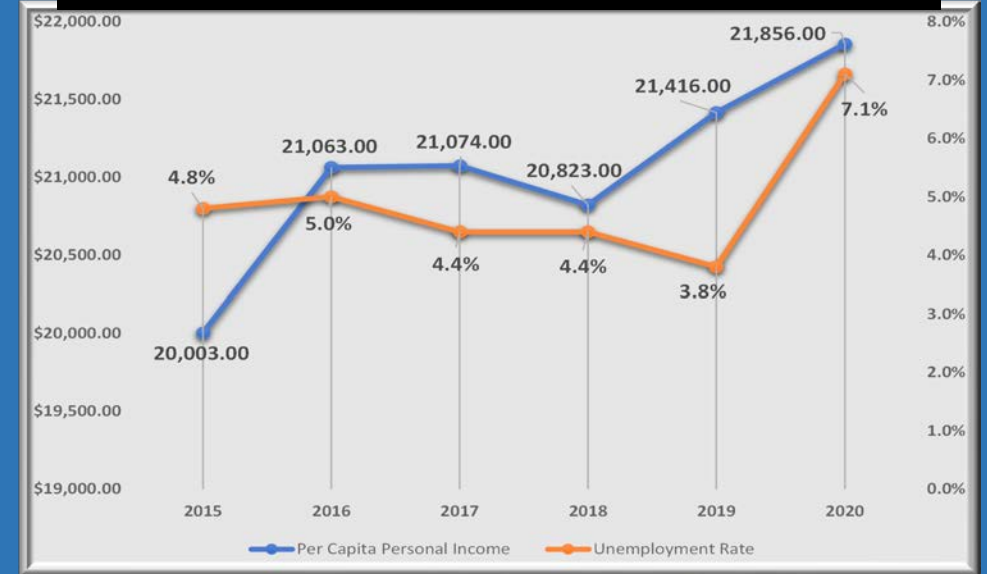
Sales Tax Collected by SIC Code- Comparison (YOY)



Principal Employers

Citizens Pottawatomie Nation	2,500
George Fischer	700
SSM Health	600
Shawnee Public Schools	490
Walmart	400
Eaton Corporation	350
Absentee Shawnee	326
TDK Ferrites	275
Exxon Mobil (Jindal Films)	270
Oklahoma Baptist	250
Newton Wall	250
Shawnee Milling	250
City of Shawnee	230

Per Capital Income vs Employment Rate



State of Employment

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED JUNE 30, 2020



Questions?

Regular Board of Commissioners

6.

Meeting Date: 05/03/2021

Performer

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation of the 2020 Performer by Crawford and Associates.

Attachments

Performer



THE
PERFORMETER®

A Financial Statement Analysis of
The City of Shawnee, Oklahoma
As of and for the year ended June 30, 2020



Crawford & Associates, P.C.

What is a Performer[®]?

An analysis that takes governmental financial statements and converts them into useful and understandable measures of financial performance

Financial ratios and a copyrighted analysis methodology are used to arrive at an overall rating of 0-10

The overall reading is a barometer of the City's financial health and performance

How to Use the Performer[®]

Use the individual ratios to identify financial warning signs – the ratios are combined into three categories

Financial position ratios – that measure financial health at year end

Financial performance ratios - that measure changes in financial position from the prior year

Financial capability ratios - that measure the ability to raise revenue or issue debt in the future, if needed

Use the overall rating as a collective benchmark of financial health and success of the City as a whole

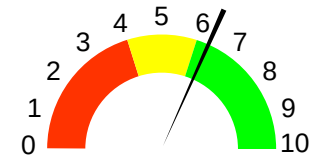
Use the comparisons to prior years to monitor trends in financial indicators

Limitations of the Performer®

The Performer® should not be used as the only source of financial information to evaluate financial health and performance

The analysis is an overall rating of the City as a whole and not of specific activities, funds or units

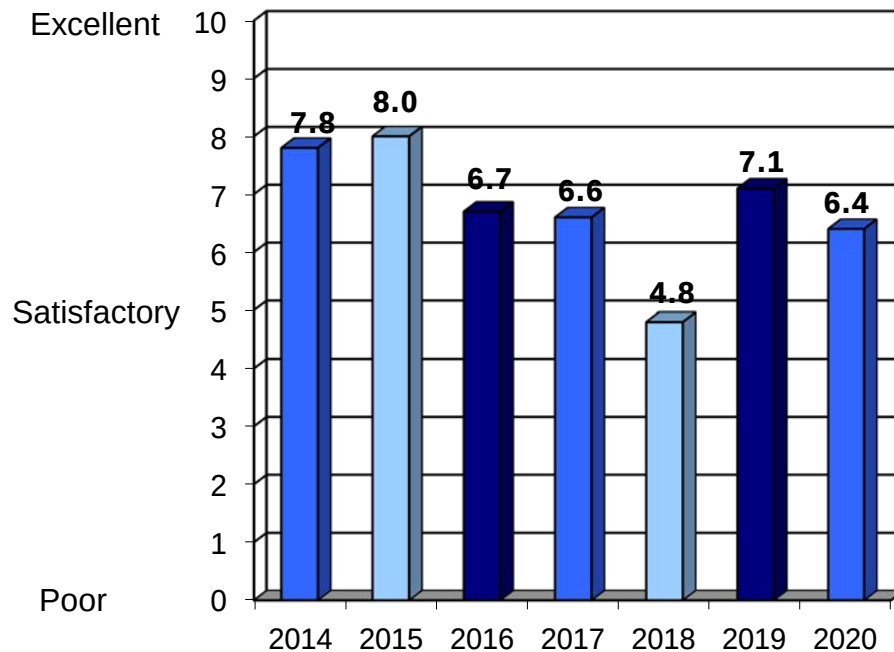
The Performer® is based on Crawford & Associates' professional judgment and is limited as to its intended use



Performer[®] Reading

For the 2020 fiscal year, the readings by ratio category were as follows:

Overall Reading



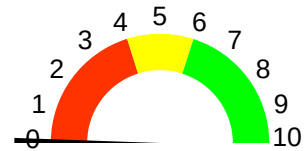
Financial Position	3.1
Financial Performance	8.5
Financial Capability	<u>7.4</u>
Overall Rating	6.4

The strongest component of the ratings was the City's financial performance over the past year. However the City's financial capability at June 30, 2020 also reflects an above satisfactory rating. The City's financial position is the lowest component of the City's ranking, and declined slightly during the year. The 2020 overall reading of **6.4** indicates the evaluator's opinion that Shawnee's overall financial health remains above satisfactory, but also represents a decrease in the overall scoring ratio when compared with the prior year.

Performer[®] Ratios

Financial Position Ratios

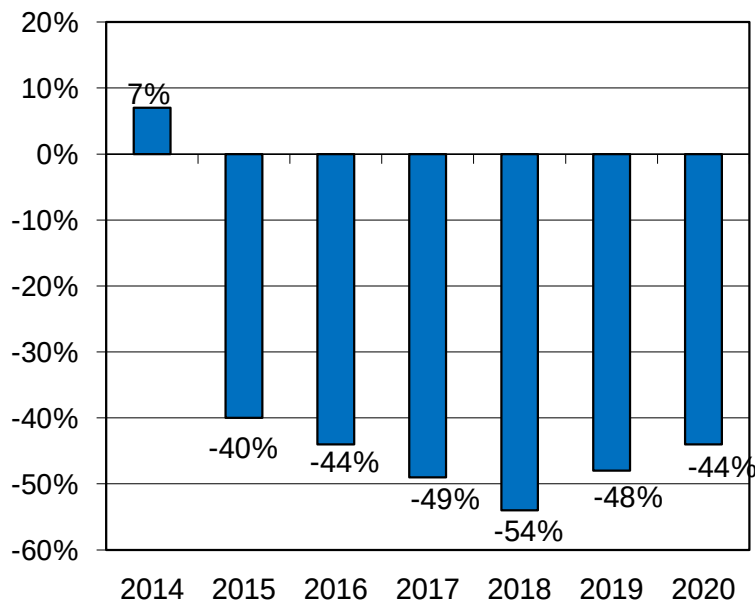
Unrestricted Net Position	How do our total rainy day funds look?
General Fund Unassigned Fund Balance	How does our General Fund unassigned fund balance carryover position look?
Capital Asset Condition	How much life do we still have left in our capital assets?
OPEB Plan Funding	Will our employees be happy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



Level of Unrestricted Net Position

How do our total rainy day funds look?

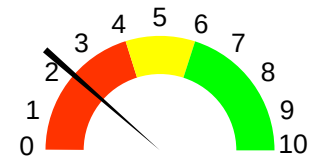
Unrestricted Net Position as a Percentage of Annual Revenues



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

For the year ended June 30, 2020, the City's total unrestricted net position was in a deficit, or negative position, that approximated \$22 million or 44% of annual total revenues. This is considered an unfavorable position to be in, and well below our model's desired minimum of a positive 30%. This is due in a large part to the City's reporting, beginning in FY 2015, its share of unfunded pension liabilities of the State Fire Pension System. However, it is an improvement from the ratio of the prior year.

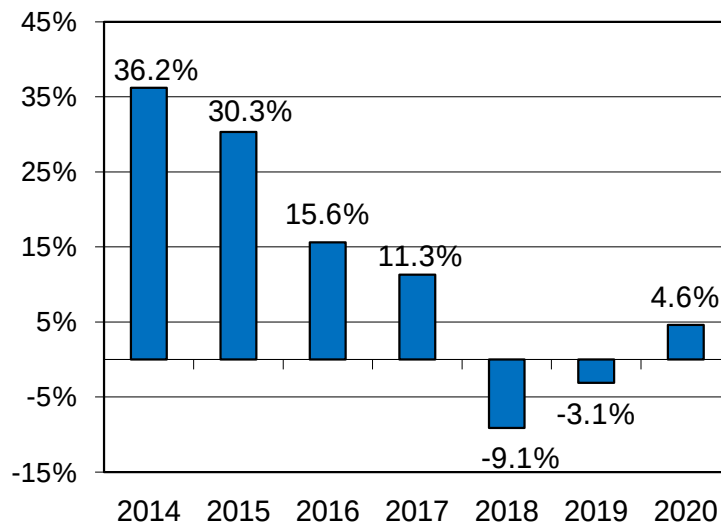
2014	2015	2016	2017	2018	2019	2020
7%	-40%	-44%	-49%	-54%	-48%	-44%



Level of General Fund Unassigned Fund Balance

How does our General Fund unassigned fund balance carryover position look?

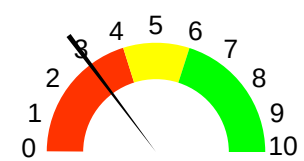
General Fund Unassigned Fund Balance as a Percentage of Annual Revenues



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

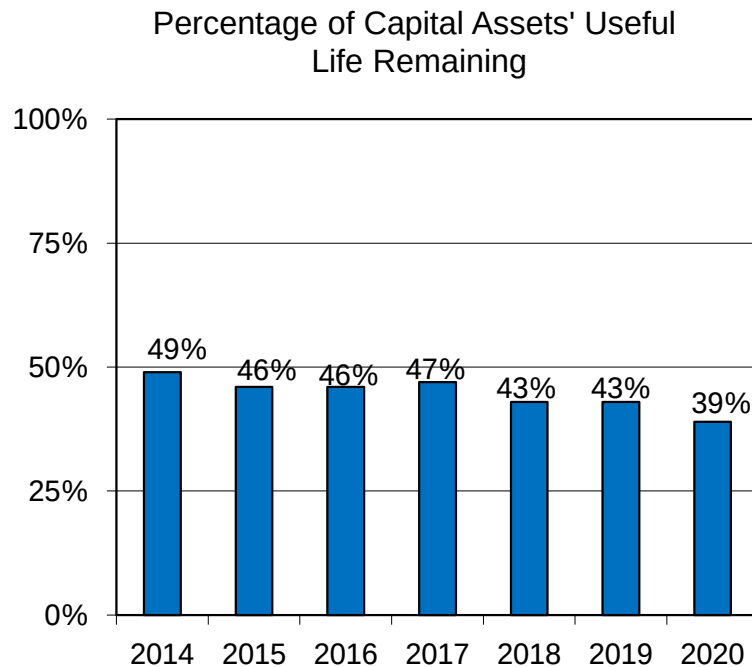
For the year ended June 30, 2020, the City's unassigned fund balance of the General Fund amounted to \$941,490 or 4.6% of annual General Fund revenues. This represent an improvement in the ratio when compared to the ratio of the prior year.

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



Capital Asset Condition

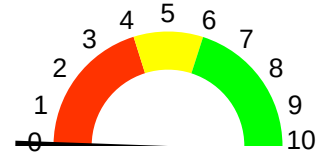
How much useful life do we have left in our capital assets?



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

At June 30, 2020, the City's depreciable capital assets amounted to \$195 million while accumulated depreciation totaled \$118 million. This indicates that, on average, the City's capital assets have less than two-fifths (39%) of their useful lives remaining. This is a less than satisfactory financial indicator in our model and continues a relatively consistent downward trend.

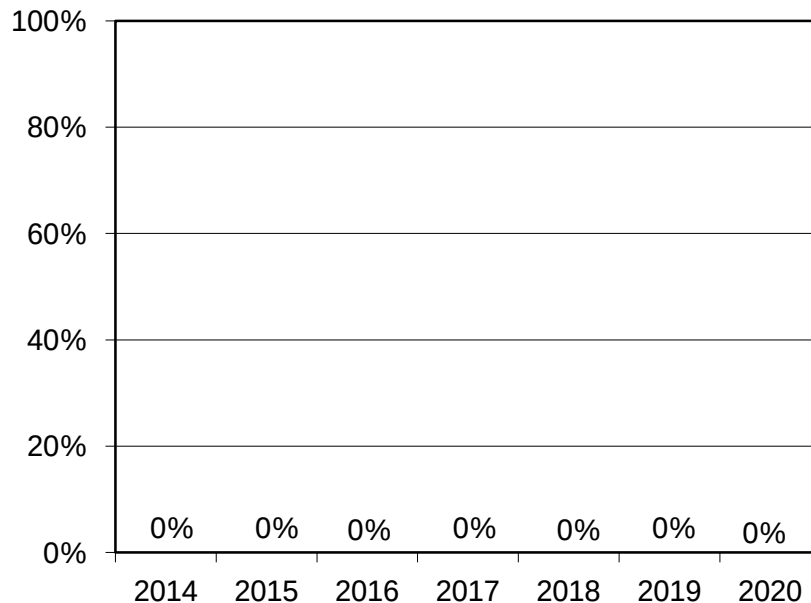
2014	2015	2016	2017	2018	2019	2020
49%	46%	46%	47%	43%	43%	39%



OPEB Plan Funding Ratio

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

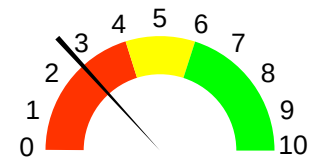
Percentage of Total OPEB Liability That is Advance Funded



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

An accounting standard implemented in FY 2018 requires certain future retiree post employment healthcare costs to be recognized while the employee is providing service. The City has adopted a pay-as-you-go plan. As a result, there is no plan net position to offset the total OPEB liability of approximately \$7.1 million, and the ability to pay for these future benefits will be dependent on future resources and appropriations made to fund these costs.

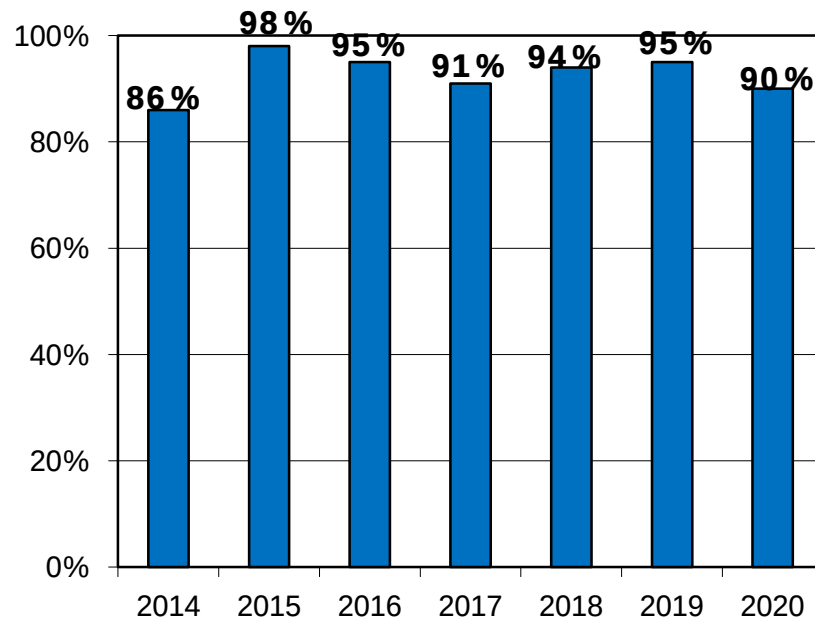
2014	2015	2016	2017	2018	2019	2020
0%	0%	0%	0%	0%	0%	0%



OkMRF Agent Multi-Employer Pension Plan Funding Ratio

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

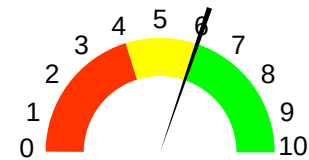
Pension Plan Net Position as a Percentage of Total Pension Liability



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

At June 30, 2020, the City's OkMRF pension plan net position was 90% of the total pension liability, indicating that the plan was not fully funded, from an actuarial perspective, at the last valuation date. In addition, this represents a decrease from the prior years' ratio, and is considered a less than satisfactory ratio. This ratio does not include the funded status of the State's cost-sharing plans for police and fire employees.

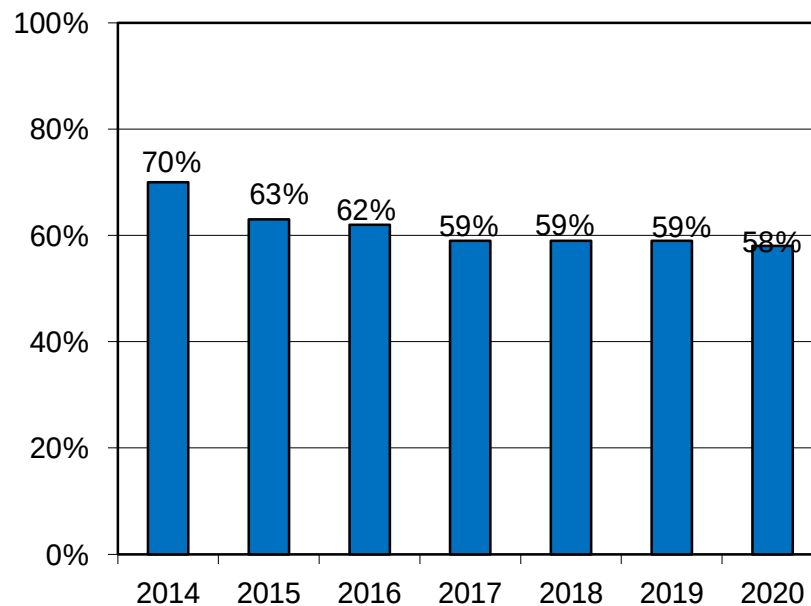
2014	2015	2016	2017	2018	2019	2020
86%	98%	95%	91%	94%	95%	90%



Assets to Debt

Who really owns the City?

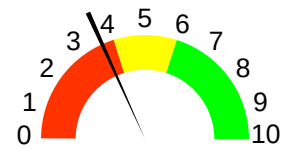
Percentage of Equity in Assets



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

At June 30, 2020, 42% of the City's \$135 million of total assets were funded with debt or other obligations, leaving 58% as equity. This indicates that for each dollar of City assets owned, it owes 42 cents of that dollar to others. This is considered to be an above satisfactory ratio but does represent a slight decrease from the ratio of the prior year.

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



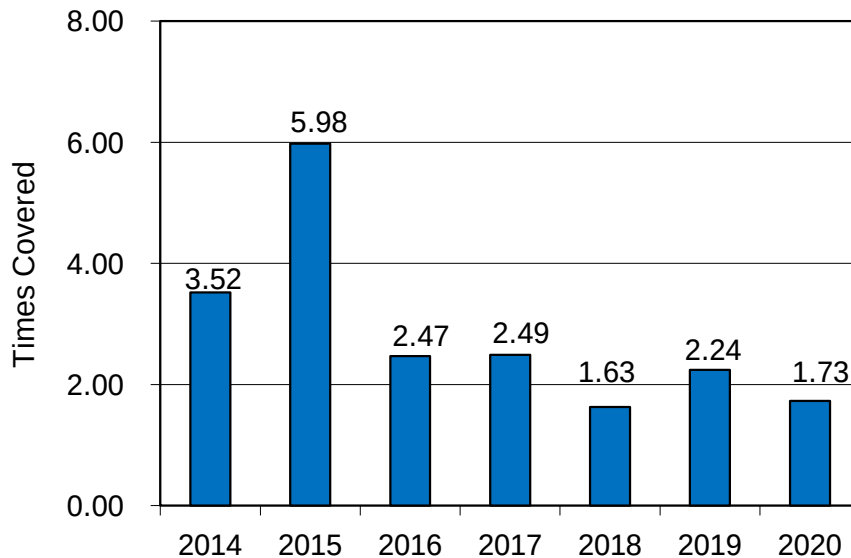
Current Ratio

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

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

At June 30, 2020, the City had a government-wide ratio of current assets to current liabilities of 1.73 to 1. This indicates that the City had nearly one and three-fourth times the amount of current assets needed to pay current liabilities. This is considered a below satisfactory indicator of liquidity, and represents a decrease in the ratio when compared to the ratio of the prior period.

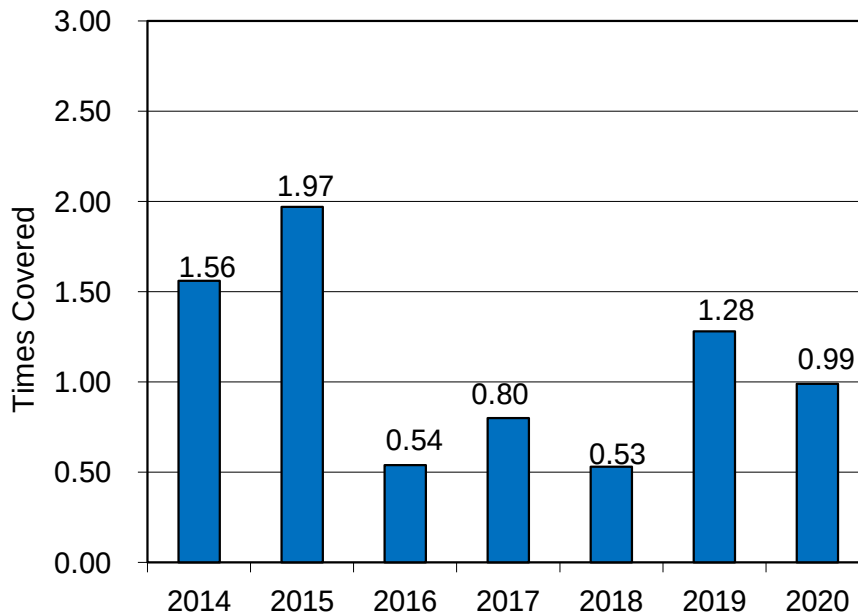
Current Assets Compared to Current Liabilities



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

How is our short-term cash position?

Unrestricted Cash and Cash Equivalents
Compared to Current Liabilities



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

At June 30, 2020, the City had a government-wide ratio of unrestricted cash and cash equivalents to current liabilities of 0.99 to 1. This indicates that the City had almost one times the amount of cash and cash equivalents needed to pay short-term operating obligations at year end. This ratio is considered satisfactory but also represents a decline when compared to the ratio of prior period.

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

Financial Position Ratios

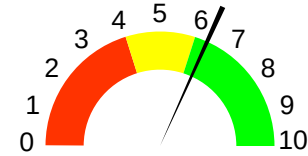
Summary and Comparison to Prior Years

Ratio	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Unrestricted Net Position	-40%	-44%	-49%	-54%	-48%	-44%
General Fund Unassigned Fund Balance	30.3%	15.6%	11.3%	-9.1%	-3.1%	4.6%
Capital Asset Condition	46%	46%	47%	43%	43%	39%
OPEB Plan Funding	0%	0%	0%	0%	0%	0%
Pension Plan Funding	98%	95%	91%	94%	95%	90%
Assets to Debt	63%	62%	59%	59%	59%	58%
Current Ratio	5.98	2.47	2.49	1.63	2.24	1.73
Quick Ratio	1.97	0.54	0.80	0.53	1.28	0.99
Financial Position Performer Score	7.2	4.3	4.4	2.0	3.9	3.1

Performer[®] Ratios

Financial Performance Ratios

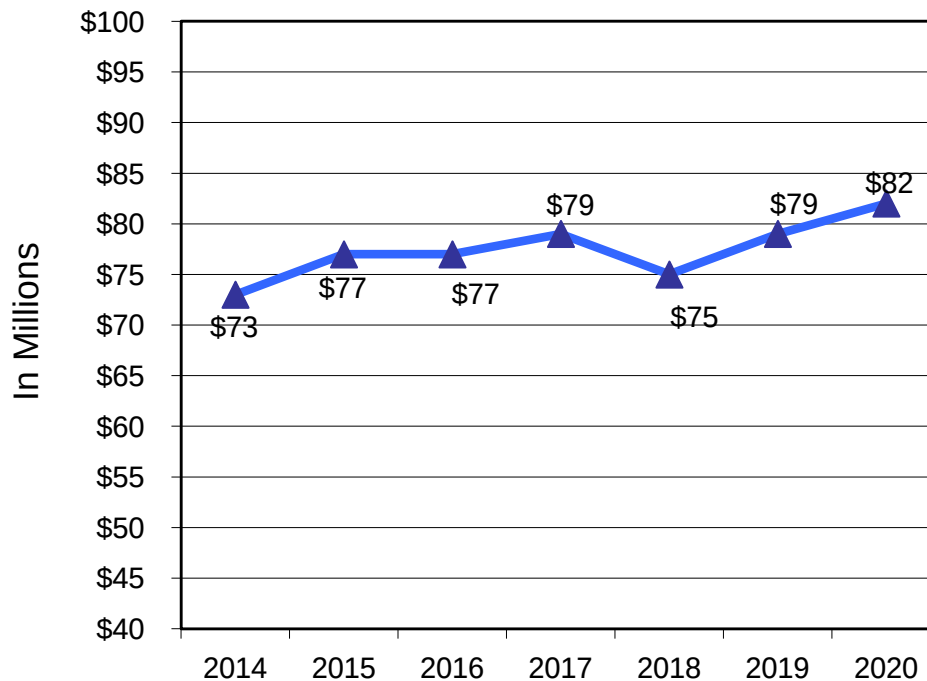
Change in Net Position	Did our overall financial condition improve, decline, or remain steady from the past year?
Interperiod Equity	Who paid for the costs of current year services – current, past, or future tax and rate payers?
BTA Self-Sufficiency	Did current year business-type activities, such as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



Change in Net Position

Did our overall financial condition improve, decline or remain steady from the past year?

Net Position at Year End

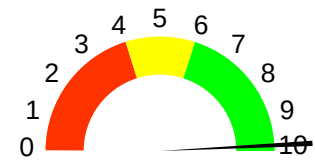


Net position include all assets and deferred outflows, and all liabilities and deferred inflows of the City, except for fiduciary funds held for the benefit of others. It is measured as the difference between total assets and deferred outflows, including capital assets, and total liabilities and deferred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

For the year ended June 30, 2020, total net position increased by approximately \$2.1 million, or 2.7% from the prior year beginning net position.

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

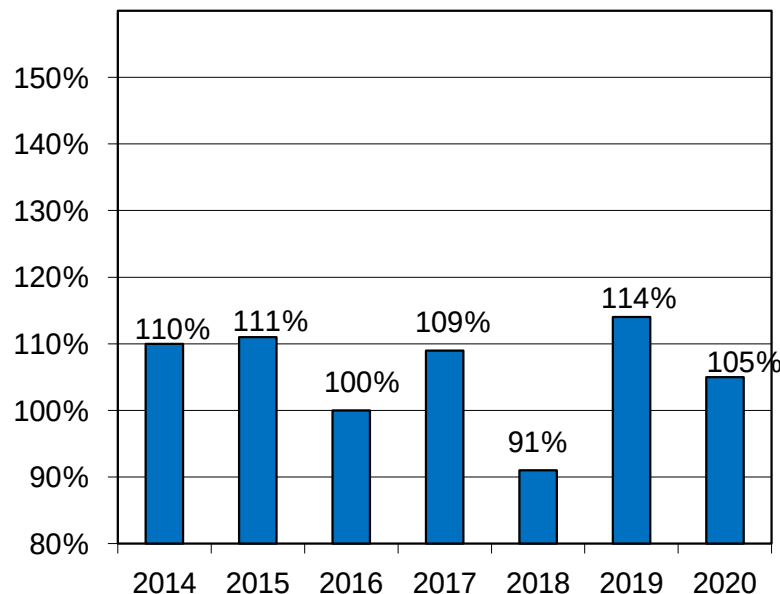
* Beginning balance restated for new accounting principles



Interperiod Equity

Who paid for the costs of current year services
– current, past or future tax and rate payers?

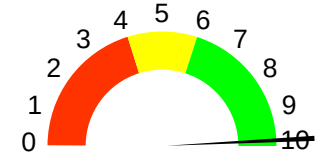
Current Year Revenues as a Percentage
of Current Year Costs



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

For the year ended June 30, 2020, the City's total costs were fully funded by current year tax and rate payers, with current year revenues, excluding fund balance carryovers, generating revenues at a level of 105% of current year costs.

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



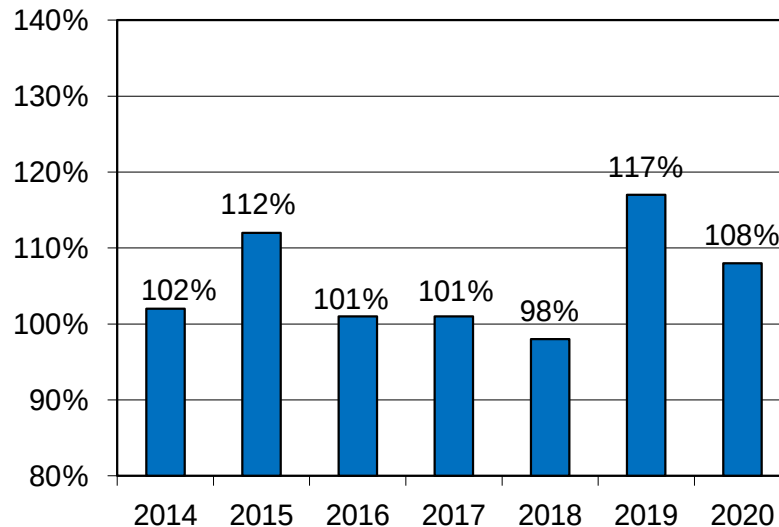
BTA Self-Sufficiency

Did current year business-type activities, such as utilities, pay for themselves?

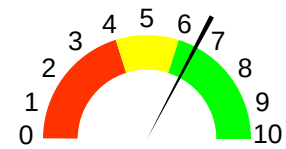
The self-sufficiency ratio indicates the level at which business-type activities (utilities) covered their current costs with current year revenues, without having to rely on subsidies or use of prior year reserves.

For the year ended June 30, 2020, the City's business-type activities were 108% self-sufficient in total. This indicates that all of the current year costs of the City's business-type activities were fully funded by current year revenues, and didn't require the use of carryover funds or a subsidy from other funds. However, this represents a decrease in the ratio when compared to the ratio of the prior period.

Percentage of BTA Expenses Covered By BTA Revenues



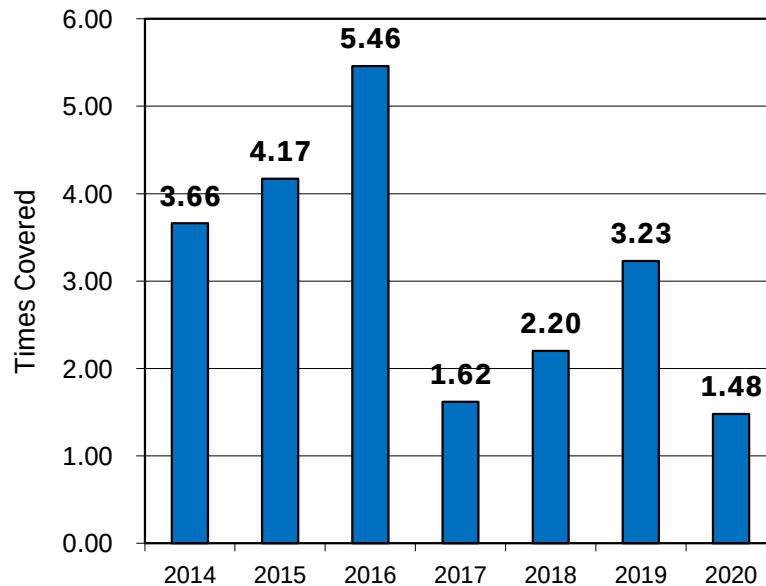
2014	2015	2016	2017	2018	2019	2020
102%	112%	101%	101%	98%	117%	108%



Debt Service Coverage

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

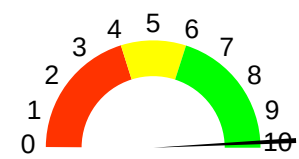
Number of Times Net Pledged Revenues Cover Annual Debt Service



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

For the year ended June 30, 2020, the City experienced a good debt service coverage ratio of 1.48, a decrease from the ratio of the prior period. This indicates the City generated almost one and one-half times the amount of cash necessary to pay the debt service requirements on its revenue bonds and notes.

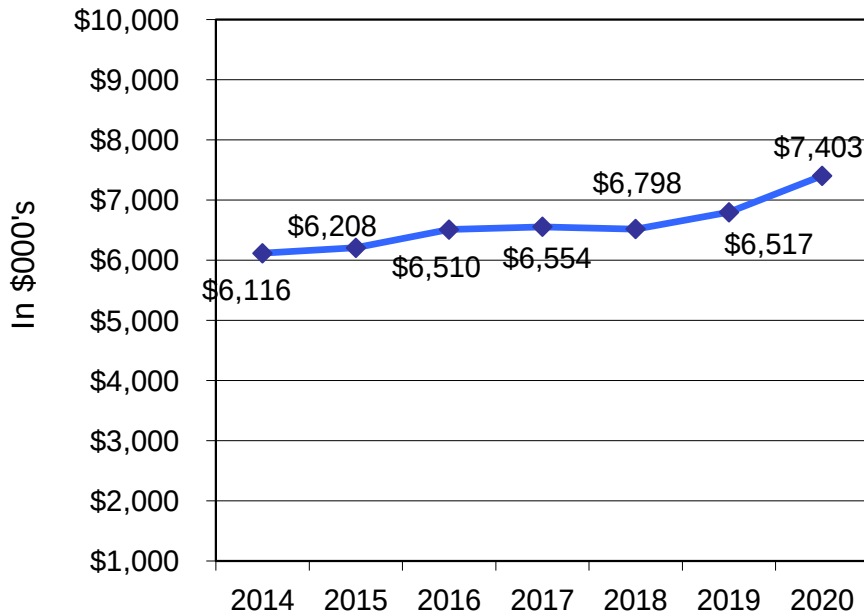
2014	2015	2016	2017	2018	2019	2020
3.66	4.17	5.46	1.62	2.20	3.23	1.48



Sales Tax Growth

What is the state of our local economy?

Sales and Use Tax Revenue
per One-Cent Tax



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

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

For the year ended June 30, 2020, the City experienced an increase in sales and use tax collections in the amount of \$2,003,768, or 8.9% from the prior year. The Sales Tax Rate of 3.5% was in effect for the entire fiscal year 2020.

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

Financial Performance Ratios

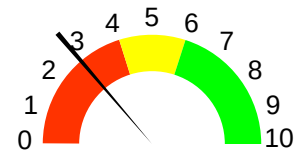
Summary and Comparison to Prior Years

Ratio	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Change in Net Position	+5.2%	-0.1%	+5.3%	-5.4%	7.6%	2.7%
Interperiod Equity	111%	100%	109%	91%	114%	105%
BTA Self Sufficiency	112%	101%	101%	98%	117%	108%
Debt Service Coverage	4.17	5.46	1.62	2.20	3.23	1.48
Sales Tax Growth	+1.5%	+4.9%	+0.7%	-0.6%	4.3%	8.9%
Financial Performance Performer Score	8.7	8.4	7.6	5.0	9.6	8.5

Performer® Ratios

Financial Capability Ratios

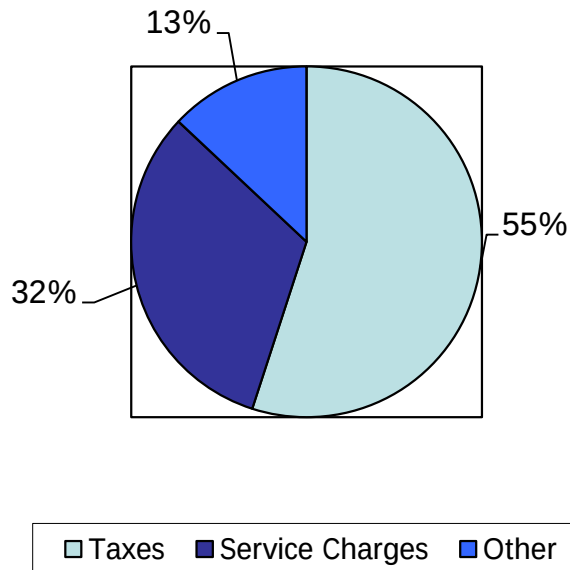
Revenue Dispersion	How much of our revenue is beyond our direct control?
Debt Service Load	How heavily is our budget loaded with payments to retire long-term debt?
Bonded Debt Per Capita	What is the debt burden on our property tax payers?
Legal Debt Limit Remaining	Will we be legally able to issue more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



Revenue Dispersion

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

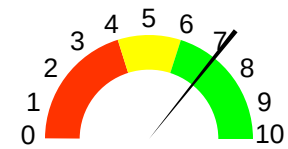
2020 Revenue Percentages by Source



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

For the year ended June 30, 2020, the City had direct control over 32% (Service charges) of its revenues. This ratio indicates the City has significant exposure to financial difficulties due to reliance (68%) on taxes that require voter approval and on grants, contributions and other revenues.

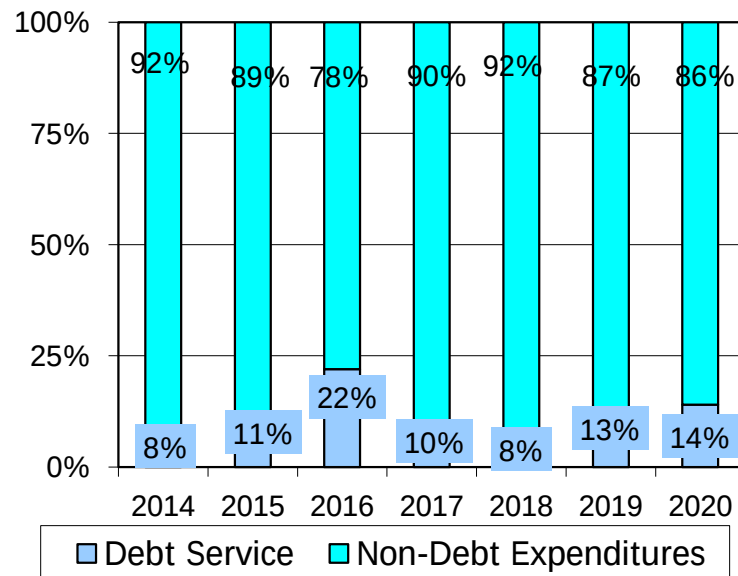
2014	2015	2016	2017	2018	2019	2020
65%	64%	64%	69%	65%	67%	68%



Debt Service Load

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

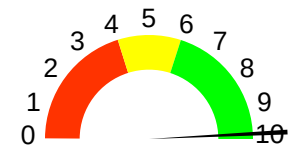
Percentage of Debt Service and Non-Debt Expenditures



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

For the year ended June 30, 2020, the City's total non-capital expenditures amounted to \$38 million, of which \$5.2 million (or 14%), were payments for principal and interest on long-term debt. In our model, this is an above satisfactory indicator and indicates that for every dollar the City spent on non-capital items, 14 cents of that dollar was used for debt service. However, it does represent a slight decrease in the ratio when compared to the ratio of the prior period.

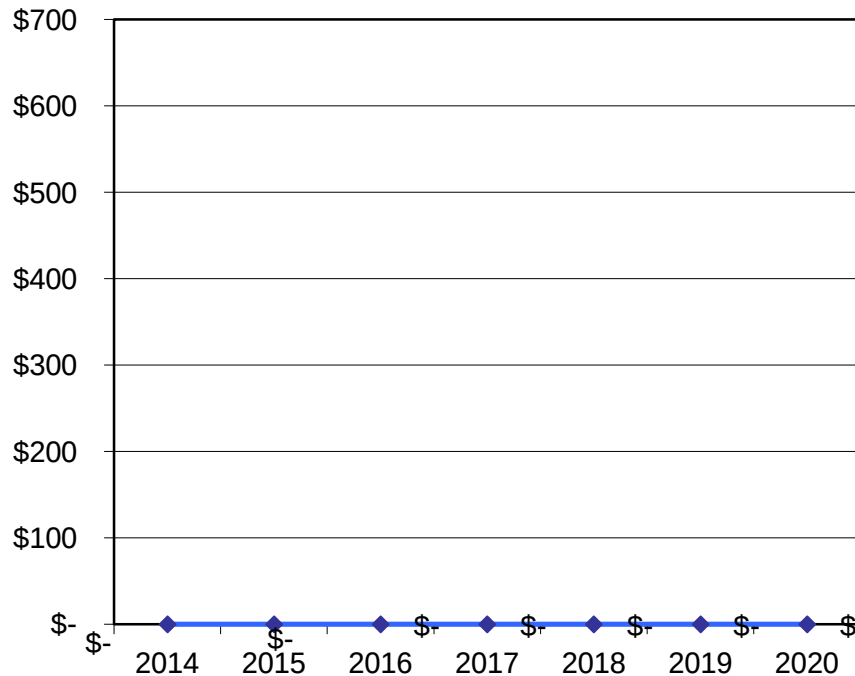
2014	2015	2016	2017	2018	2019	2020
8%	11%	22%	10%	8%	13%	14%



Bonded Debt Per Capita

What is the debt burden on our property tax payers?

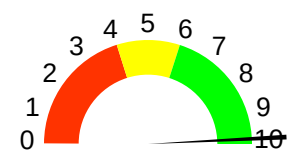
General Bonded Debt Per Capita



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

For the year ended June 30, 2020, the City had no general obligation bonded debt outstanding. Therefore, it has no general bonded debt burden on its citizens and taxpayers.

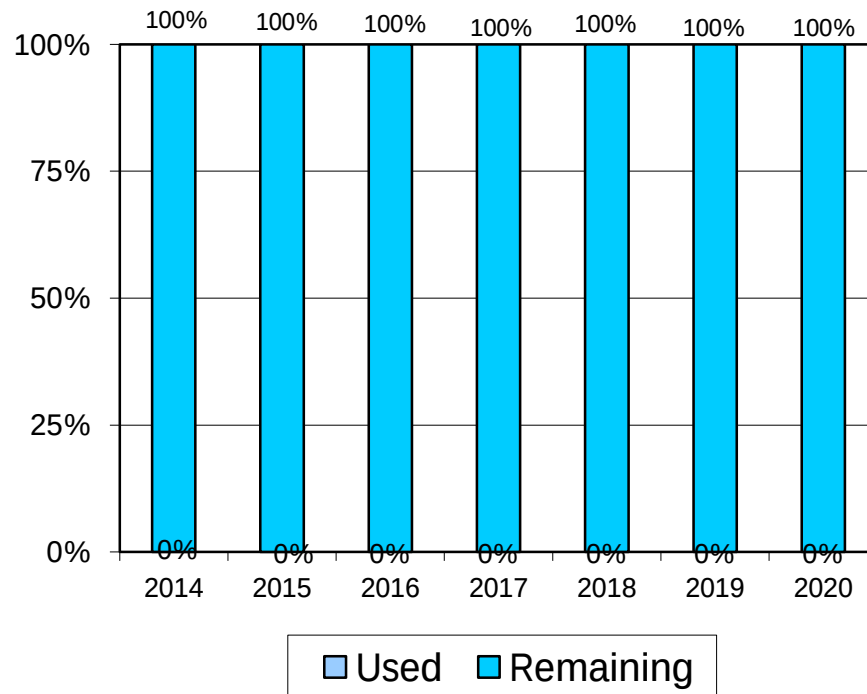
2014	2015	2016	2017	2018	2019	2020
\$0	\$0	\$0	\$0	\$0	\$0	\$0



Legal Debt Limit Remaining

Will we be legally able to issue more long-term debt, if needed?

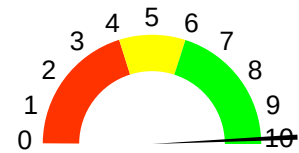
Percentage of Legal Debt Limit Used
Versus Remaining



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

For the year ended June 30, 2020, the City continued to have no general obligation debt applicable to this legal debt limit. This means that at June 30, 2020, the City had 100% of its general bonded debt legal limit remaining.

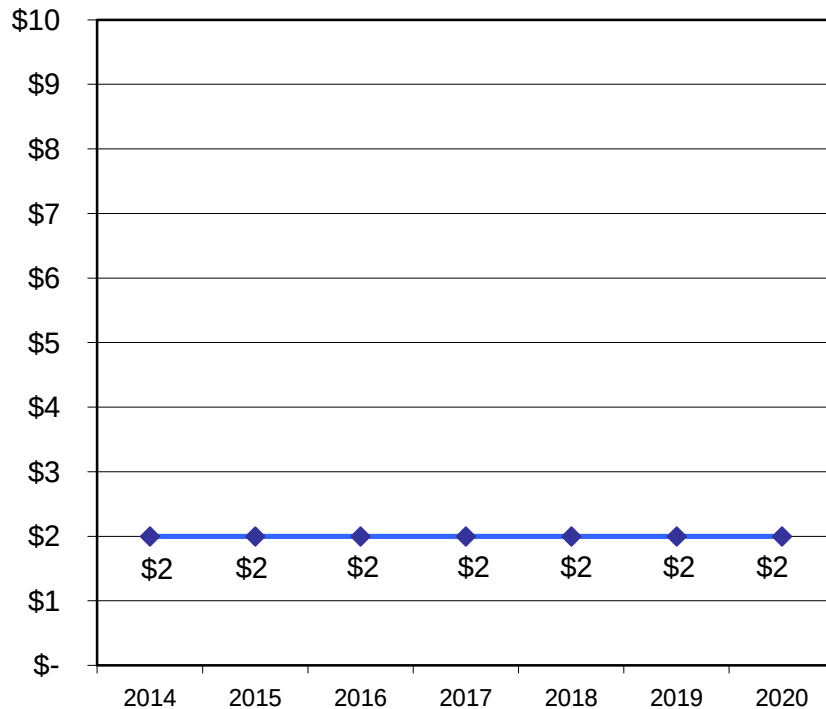
2014	2015	2016	2017	2018	2019	2020
100%	100%	100%	100%	100%	100%	100%



Property Taxes Per Capita

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

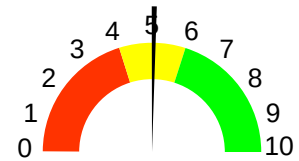
Total Property Taxes Per Capita



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

For the year ended June 30, 2019, the City did not experience any change in total property tax revenues. Property taxes per capita were \$2.

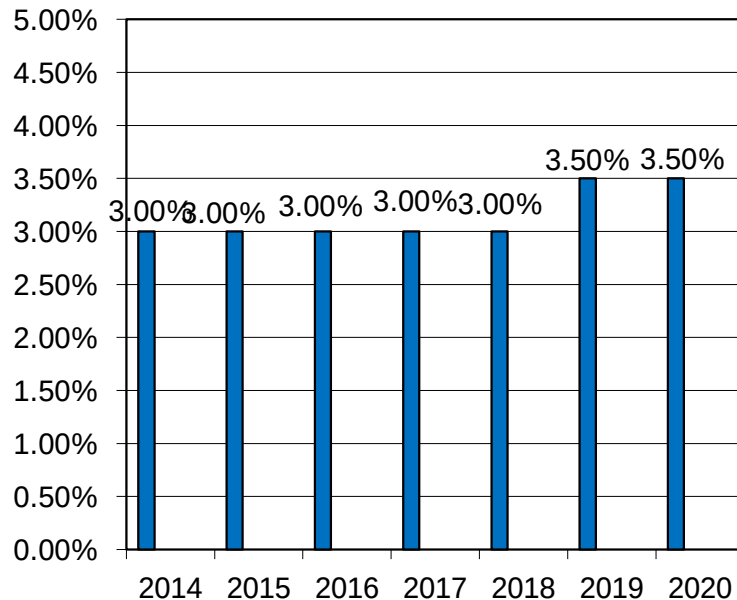
2014	2015	2016	2017	2018	2019	2020
\$2	\$2	\$2	\$2	\$2	\$2	\$2



Local Sales Tax Rate

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

Sales Tax Rate



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

For the year ended June 30, 2020, the City's sales tax rate in effect was 3.5.

	2014	2015	2016	2017	2018	2019	2020
Rate	3.0%	3.0%	3.0%	3.0%	3.0%	3.5%	3.5%
Taxes in 000s	\$18.4	\$18.6	\$19.5	\$19.7	\$19.5	\$22.5	\$24.5

Financial Capability Ratios

Summary and Comparison to Prior Years

Ratio	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Revenue Dispersion	64%	64%	69%	65%	67%	68%
Debt Service Load	11%	22%	10%	8%	13%	14%
General Bonded Debt per Capita	\$0	\$0	\$0	\$0	\$0	\$0
Remaining Legal Debt Margin	100%	100%	100%	100%	100%	100%
Property Taxes per Capita	\$2	\$2	\$2	\$2	\$2	\$2
Sales Tax Rate	3.0%	3.0%	3.0%	3.0%	3.5%	3.5%
Financial Capability Performer Score	8.0	7.2	8.1	8.2	7.5	7.4

Thank You

We would like to commend and thank the City of Shawnee management and governing body for allowing us to present this financial analysis. We hope it continues to serve as a useful and understandable compliment to your annual financial report.

Visit our website at crawfordcpas.com for other useful tools for state and local governments.

Regular Board of Commissioners**7.**

Meeting Date: 05/03/2021

Purchase

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration to purchase a restroom building to be installed at Glenn Collins Park, Shawnee Twin Lakes, in the amount of \$68,120.00.

Attachments

Memo

Purchase Documents



MEMORANDUM

To: Honorable Mayor and City Commission
From: Brad Schmidt, Public Works Director
CC: Chance Allison, City Manager
Date: 4/27/2021
Re: Lake Restroom

Staff requests approval to utilize the Sourcewell bidding contract to purchase a restroom unit to be installed at Glenn Collins Park, at Shawnee Twin Lakes, in the amount of \$68,120. This unit will replace the two severely outdated, primitive restrooms currently in use. This purchase was accounted for in the approved fiscal year 2021 budget.



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Products, Inc., 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES): CXT Precast Products, Inc., 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;
2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or
3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

****Customer is responsible for all local permits and fees.**

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: Payment to CXT by the purchaser shall be made net 30 days after submission of the invoice to the purchaser on approved credit. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

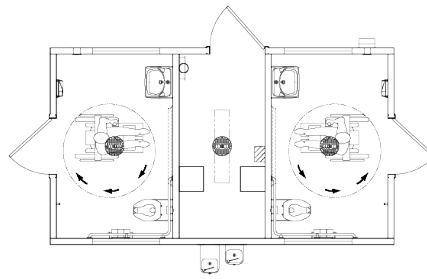
• F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

• F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

• F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

• Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

OzarkII



Ozark II with chase restroom building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.

Base Price			Price per unit	Click to select
Ozark II 10' 6" x 18' 8"			\$	
Added Cost Options:				
Final Connection to Utilities			\$	
Optional Wall Texture -choose one	Split Face Block (\$3,500)	Struck Trowel (\$3,500)	Stone (\$5,000)	
Optional Roof Texture	Delta Rib		\$	
Insulation / Heaters			\$	
Stainless Steel Water Closet (each)	Qty:		\$	
Stainless Steel Lavatory (each)	Qty:		\$	
Stainless Steel Urinal (each)	Qty:		\$	
Vitreous China Urinal (each)	Qty:		\$	
Electric Hand Dryer (each)	Qty:		\$	
Electronic Water Closet Flush Valves (each)	Qty:		\$	
Electronic Urinal Flush Valves (each)	Qty:		\$	
Electronic Lavatory Faucets (each)	Qty:		\$	
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty:		\$	
Optional Door Closure (each)	Qty:		\$	
Skylight in Restroom (each)	Qty:		\$	
Marine Grade Skylight in Restroom (each)	Qty:		\$	
Marine Package for Extra Corrosion Resistance			\$	
Tile Floor in Restroom			\$	
Fiberglass Entry and Chase Doors and Frames (each)	Qty:		\$	
2K Anti-Graffiti Coating			\$	
Timed Electric Lock System (2 doors - does not include chase door)			\$	
Exterior Frostproof Hose Bib with Box (each)	Qty:		\$	
Paper Towel Dispenser (each)	Qty:		\$	
Toilet Seat Cover Dispenser (each)	Qty:		\$	
Sanitary Napkin Disposal (each)	Qty:		\$	
Baby Changing Station (each)	Qty:		\$	
CXT Wastebasket (each)	Qty:		\$	
Total Cost of Selected Accessories from Accessories Price List:			\$	
Engineering and State Fees:			\$	
Estimated One-Way Transportation Costs to Site (quote):			\$	
Custom Options:			\$	
Total Cost per Unit Placed at Job Site: (excludes all taxes)			\$	

Estimated monthly payment on 5 year lease

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative

Date



I accept this quote. Please process this order.

Company Name

Customer

Date

Exterior Color Options:

(For single color mark an X or for two tone combinations use W = Walls / R = Roof.)

☐ Amber Rose	☐ Liberty Tan	☐ Berry Mauve	☐ Sage Green
☐ Toasted Almond	☐ Oatmeal Buff	☐ Buckskin	☐ Rosewood
☐ Sun Bronze	☐ Golden Beige	☐ Mocha Carmel	☐ Malibu Taupe
☐ Sand Beige	☐ Natural Honey	☐ Salsa Red	☐ Java Brown
☐ Pueblo Gold	☐ Cappuccino Cream	☐ Coca Milk	☐ Raven Black
☐ Granite Rock	☐ Georgia Brick	☐ Western Wheat	☐ Nuss Brown
☐ Rich Earth	☐ Charcoal Grey	☐ Hunter Green	☐ Evergreen

Special roof color # _____

Special wall color # _____

Special trim color # _____

(Sage green, hunter and evergreen colors are not available in colored through concrete.)

Rock Color Options:

Basalt Mountain Blend Natural Grey Romana

Roof Texture Options:

Cedar Shake Ribbed Metal

Wall Texture Options:

(For single texture mark an X or for different top and bottom textures use T = Top / B = Bottom.)

Barnwood	Horizontal Lap	Napa Valley Rock	} Can only be used as bottom texture.
Split Face Block	Board & Batt	River Rock	
Stucco/Skip Trowel	Brick	Flagstone	

(Textures not included in CXT's quote are additional cost.)

Door Opener Options:

Non-locking ADA Handle Pull Handle/Push Plate
Privacy ADA Latch Pull Handle/Push Plate w/Slide Lock

Deadbolt Options:

CXT Supplied Customer Supplied: _____
Type & Part Number

Accessible Signage Options:

Men Women Unisex

Paper Holder Options:

2-Roll Stainless Steel 3-Roll Stainless Steel

Notes:

Regular Board of Commissioners

8.

Meeting Date: 05/03/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma supporting the efforts of local businesses and the citizens of Shawnee to continue to follow medical guidance with regard to face coverings.

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA SUPPORTING THE EFFORTS OF LOCAL BUSINESSES AND THE CITIZENS OF SHAWNEE TO CONTINUE TO FOLLOW MEDICAL GUIDANCE WITH REGARD TO FACE COVERINGS.

WHEREAS, The United States is experiencing and outbreak of Novel Coronavirus-2019 also known as COVID-19; and

WHEREAS, On March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic; and

WHEREAS, On March 13, 2020 the President of the United States declared a National Emergency because of the COVID-19 pandemic and the declaration is still in effect today; and

WHEREAS, On March 15, 2020, the Governor of Oklahoma declared a State of Emergency because of the COVID-19 pandemic and the declaration is still in effect today; and

WHEREAS, The Center for Disease Control ("CDC") has emphasized the COVID-19 risk to individuals is dependent on exposure and transmission is through respiratory droplets produced when an infected person coughs or sneezes; and

WHEREAS, One strong recommendation by the CDC and Pottawatomie County Health Department is the adoption of the safety measure for the wearing of face coverings (masks) over the nose and mouth to help prevent air-borne virus particles from causing new infections and, depending on the design of the mask, can also help prevent the persons wearing the face covering to not become infected with COVID-19; and

WHEREAS, The City of Shawnee no longer has an Ordinance that requires the wearing of face coverings in public; and

WHEREAS, certain businesses within the City of Shawnee still require the wearing of face coverings; and

WHEREAS, certain individuals within the community have made the choice to continue to wear face coverings while in public; and

WHEREAS, the City Commission of Shawnee wishes to encourage compliance with the mask policies of businesses within Shawnee; and

WHEREAS, the City Commission of Shawnee wishes to encourage the citizens of Shawnee to respect the decisions and policies of our local businesses;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of Shawnee, Oklahoma:

That the City of Shawnee supports the continued enforcement of mask policies by our local businesses when appropriate.

PASSED AND APPROVED this _____ day of _____, 2021.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CITY CLERK

(SEAL)

DRAFT

Regular Board of Commissioners

9.

Meeting Date: 05/03/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution authorizing Mayor Ed Bolt to cast a ballot for the 2021 Oklahoma Municipal Assurance Group (OMAG) Election of Two Trustees.

Attachments

Resolution

Ballot

RESOLUTION NO. ____

OFFICIAL BALLOT

A RESOLUTION AUTHORIZING AND DIRECTING ED BOLT, MAYOR AN AUTHORIZED AGENT OF THE CITY OF SHAWNEE, OKLAHOMA, TO CAST VOTES FOR TRUSTEES OF THE OKLAHOMA MUNICIPAL ASSURANCE GROUP TO FILL EXPIRING TERMS OF TRUSTEES.

WHEREAS, the City of Shawnee, Oklahoma is a participating employer in the Oklahoma Municipal Assurance Group, duly authorized to vote for Trustees of the Oklahoma Municipal Assurance Group to fill expiring terms of Trustees thereof; and

WHEREAS, Ed Bolt, Mayor, is the authorized agent for the City of Shawnee and should be authorized to cast ballots for Trustees of said Oklahoma Municipal Assurance Group;

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

THAT Ed Bolt, authorized agent, is hereby authorized and directed to cast ballots for and on behalf of the City of Shawnee, Oklahoma for Mike Bailey, City Manager of the City of Bartlesville and Craig Stephenson, City Manager of the City of Ponca City.

PASSED AND APPROVED this 3rd day of May, 2021.

(SEAL)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 3rd day of May, 2021.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP 2021 Election of Two Trustees

The biographical sketch on the next page for each nominee was written by the person(s) who made the nomination. YOU MAY VOTE FOR TWO (2) NOMINEES.

- _____ MIKE BAILEY, City Manager, City of Bartlesville (Incumbent)
- _____ CRAIG STEPHENSON, City Manager, City of Ponca City (Incumbent)
- _____ MIKE CARTER, City Manager, City of Sand Springs
- _____ RICK GOODMAN, Mayor / Trustee, Town of Meno
- _____ GERALD HAURY, Town Administrator, Town of Mannford
- _____ MARK WHINNERY, City Manager, City of Drumright

SIGN AND ATTEST

Ballot cast for the governing body of the municipality of

Signed: _____
Mayor

Attested: _____ Date: _____, 2021
Clerk

**PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT
WILL INVALIDATE THE BALLOT!**

**Your Ballot must be received by the Oklahoma Municipal Assurance Group, 3650 S.
Boulevard, Edmond, OK 73013 no later than *May 31, 2021*, by:**

- (1) sending a facsimile of the ballot to OMAG at (405) 657-1401;
- (2) emailing the ballot to elections@omag.org; or
- (3) sending the ballot to OMAG by certified mail.

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

BIOGRAPHICAL SKETCHES

MIKE BAILEY (Incumbent) Mike is the City Manager for Bartlesville and has been with the City for 15 years. Mike is also a licensed CPA who has worked with many local governments throughout his career. Mike has served on the OMAG Board since 2007 and is currently the vice chair. **(Bartlesville participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

CRAIG STEPHENSON (Incumbent) Craig is a current incumbent on the OMAG Board. He has 34 years of municipal government experience serving communities as Assistant City Manager and City Manager. Craig holds Bachelor's and Master's degrees in Political Science and has earned the ICMA Credentialed and Oklahoma Accredited Manager designation. **(Ponca City participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

MIKE CARTER Mike Carter is the City Manager of Sand Springs. Carter served as Police Chief from 2015 until 2021 and was a Sand Springs Police Officer for 28 years. Carter was born and raised in Tulsa and was awarded a degree from NSU and is a graduate of the FBI Academy. **(Sand Springs participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

RICK GOODMAN Rick has served the Meno community as an elected board trustee / mayor for the past six years. Rick has seen firsthand some of the challenges that small communities face and would like the opportunity to be the voice for small communities on the OMAG Board of Trustees. **(Meno participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

GERALD HAURY A Town Administrator for Mannford, Gerald manages the Town's natural gas and electric distribution and senior housing operations. Gerald believes in the OMAG model using OMAG's programs and training for his employees. Gerald supports these programs and will work to ensure OMAG stays a strong partner for cities and towns. **(Mannford participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

MARK WHINNERY Mark Whinnery became Drumright's City Manager in 2012. He's a retired Air Force Colonel with 25 years of service. Mark has a Bachelor's in Communication, a Master's in Human Resources, and a Master's of Military Operational Art and Science. Mark was also an Air Force Fellow at the Rand Corporation. **(Drumright participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

Regular Board of Commissioners

10.

Meeting Date: 05/03/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution approving a project agreement with the Oklahoma Department of Transportation regarding the construction of an Industrial Access Project. Project No. SAP-263D(070); J/P No. 34086(04).

Attachments

Memo

Resolution

Agreement



Office of Engineering
MEMORANDUM

DATE: Monday, March 1, 2021

TO: Honorable Mayor and Members of the City Commission

FROM: Seth Barkhimer, City Engineer

RE: North Leo Avenue – Industrial Access Project
Project No. SAP-263D(070) - J/P NO. 34086(04)

On January 7, 2019 the Oklahoma Department of Transportation's Transportation Commission, approved funding for the construction of an industrial access project in Shawnee. The proposed project begins at Kickapoo Spur on North Leo Avenue and extends northerly, approximately 2000 feet to Independence Street, then west on Independence for approximately 1500 feet, and the remaining section of North Leo between Independence and State Highway 270/177. (Reference Figure 1 attached)

Under the agreement being submitted, the City will initially be responsible for paying all costs associated with the project. However, ODOT will reimburse \$275,000 of the city's expenses after completion of the project. Additionally, Pottawatomie County has agreed to reimburse the city \$25,000, bringing the total reimbursement for the city to \$300,000. The project's current construction estimate is \$332,492.89.

Staff recommends approval for the resolution and project agreement. If you have any questions or need additional information, please do not hesitate to ask.



Figure 1 – Industrial Access Project

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROJECT AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF AN INDUSTRIAL ACCESS PROJECT.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA:

THAT, WHEREAS, it is in the best interest of the City of Shawnee, Pottawatomie County, Oklahoma, to execute that certain Project Agreement for the construction of Industrial Access Project (Project No. SAP-236D(070)) by and between the City of Shawnee and the Oklahoma Department of Transportation.

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above-described agreement on behalf of the City of Shawnee, and duly signed by the Mayor on this 3rd day of May, 2021.

ED BOLT, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality on the 3rd day of May, 2021.

JOSEPH VORNDRAN, CITY ATTORNEY

PROJECT AGREEMENT

**BY AND BETWEEN THE CITY OF SHAWNEE
AND
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION**

**FOR THE CONSTRUCTION OF
INDUSTRIAL ACCESS PROJECT**

**PROJECT NO. SAP-263D(070)
J/P NO. 34086(04)**

AGREEMENT

This Agreement, made the day and year last written below, by and between the City of Shawnee, hereinafter referred to as the CITY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, is for the following intents and purposes and subject to the following terms and conditions, to-wit:

WHEREAS, the DEPARTMENT is in receipt of a request by the CITY that the CITY be permitted to engineer and construct an Industrial Access Project and to be reimbursed by the DEPARTMENT for the cost of surfacing upon satisfactory completion of the work from the funds allocated by the Transportation Commission for the project; and

WHEREAS, the Transportation Commission did at its regular meeting of January 7, 2019 approve Agenda Item 8 allocating \$275,000 (two hundred seventy-five thousand dollars) for the purpose of participating with the CITY in constructing an access road serving Georg Fischer Central Plastics. The proposed project begins at the Kickapoo Spur on North Leo Avenue and extends northerly, approximately 2000 feet to Independence Street, then west on Independence for approximately 1,500 feet as shown on the attached map hereby made part of this Agreement.

NOW, THEREFORE, it is mutually agreed by the CITY and the DEPARTMENT that:

1. The CITY agrees to provide all plans, specifications and construction cost estimates for this project.
2. The CITY agrees to adjust or relocate or cause the adjustment or relocation, at the CITY's sole expense, of all utility facilities as may be reasonably necessary or convenient to accommodate construction of the project.
3. The CITY warrants that all rights-of-way needed for the construction of said project shall be free and clear of all obstructions and encumbrances of whatsoever nature, which would interfere with construction of the project, including but not limited to utility poles, pipelines, buildings, signs and other facilities above or below the surface of the ground.
4. The CITY hereby certifies to the Department of Transportation that the entire project is to be constructed on public right-of-way

5. Upon completion of the construction plans the CITY will provide, upon request by the DEPARTMENT two (2) one-half size set of such plans.
6. The CITY shall assume total responsibility for the construction, inspection and completion of this project.
7. The CITY will invite a DEPARTMENT representative to attend the pre-work conference.
8. The CITY will invite a DEPARTMENT representative to attend the final inspection.
9. Upon completion and final acceptance of the project, the CITY agrees that it shall, at its own expense, assume full maintenance responsibility for the project.
10. Upon completion and final acceptance of the project, the DEPARTMENT agrees to reimburse the CITY for the cost of surfacing in an amount not to exceed \$275,000 (two hundred seventy-five thousand dollars).
11. Payment shall be made by the DEPARTMENT to the CITY upon receipt of a properly executed Claim Form D.T. 324A accompanied by suitable evidence of the expenditure made by CITY in the execution of this project.
12. That the CITY agrees that as a condition to receiving any financial assistance from the Department, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42, U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

IN WITNESS WHEREOF, the Director of Transportation, pursuant to authority vested in him by the Oklahoma Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation, and the CITY has executed the same pursuant to authority prescribed by law:

CITY OF SHAWNEE

FEI NO: _____

BY _____
Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY

City Clerk (date)

City Attorney (date)

APPROVED AS TO FORM AND LEGALITY
DEPARTMENT OF TRANSPORTATION

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

General Counsel (date)

Chief Engineer (date)

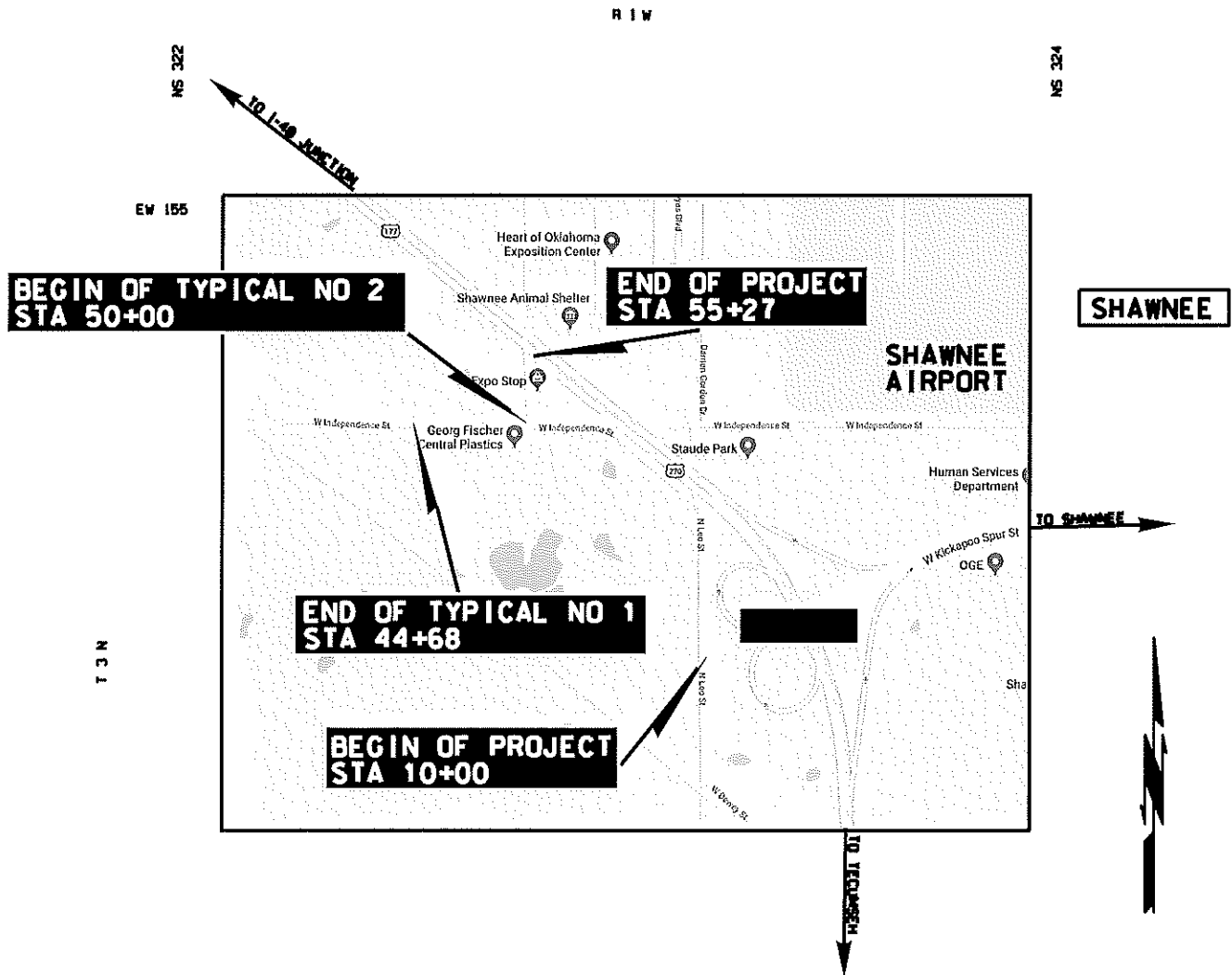
Division Engineer, Local Government (date)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

PLAN OF PROPOSED
INDUSTRIAL ROAD
PROJECT NO. XXX
RESURFACE (ASPHALT)
LEO & INDEPENDENCE STREET
POTTAWATOMIE COUNTY

STATE JOB NO. XXXXX(04)

OKLAHOMA DEPARTMENT OF TRANSPORTATION					
FED. ROAD DIST. NO.	STATE	JOB PIECE NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
6	OKLA.	XXXXX(04)	2019	1	X
DESCRIPTION		REVISIONS		DATE	



DESIGN DATA

AAOT 2029 = XXX
FLEX ESALS = X M

ROADWAY LENGTH ----- 3,995 FT. 0.76 MI.
BRIDGE LENGTH ----- 0.00 FT. 0.00 MI.
PROJECT LENGTH ----- 0.76 MI.

EQUATIONS : NONE
EXCEPTIONS : NONE

2009 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION
GOVERN, APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION,
FEDERAL HIGHWAY ADMINISTRATION, JANUARY 4, 2010.

SHEET NO. 1

PREPARED BY: OKLAHOMA DEPARTMENT OF TRANSPORTATION DIVISION THREE



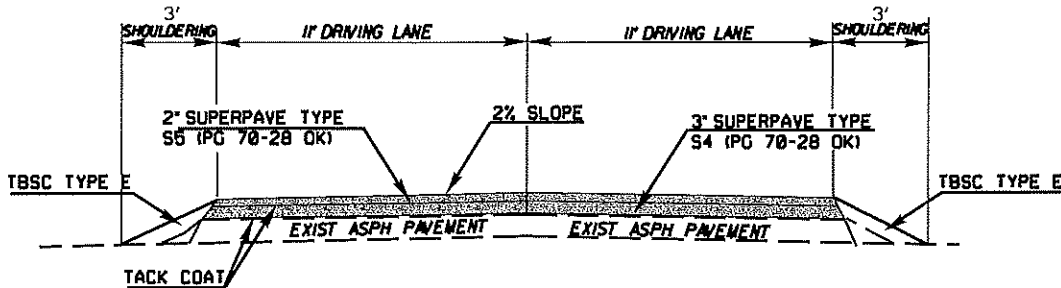
WENDY E. ROSS, P.E.
OKLA. REG. NO. 25506



PROJECT NO. XXX

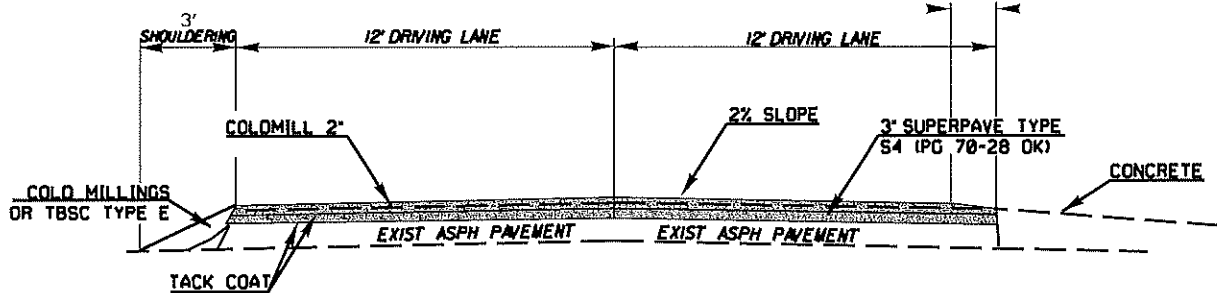
POTTAWATOMIE COUNTY LEO STREET

OKLAHOMA DEPARTMENT OF TRANSPORTATION					
FED. ROAD DIST. NO.	STATE	JOB PRICE NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
6	OKLA.	XXXXX(04)	2019	3	8
DESCRIPTION		REVISIONS			DATE



TYPICAL NO. 1
 @ STA 10+00 TO STA 44+68

THIS SECTION STARTS
 SOUTH OF RADIUS AT LEO & KICKAPOO SPUR
 EXTENDS NORTH THEN WEST ON INDEPENDENCE PAST DRIVES
 ENDS AT GRAVEL ROAD SECTION



TYPICAL NO. 2
 @ STA 50+00 TO STA 55+27

SECTION STARTS AT
 LEO & INDEPENDENCE EXTENDS
 NORTH TO US 177

NOTE: THE TYPICAL SECTIONS SHOWS THE TYPICAL WIDTH OF ROADWAY, HOWEVER, THE EXISTING PAVING SECTION VARIES SLIGHTLY AND THE INTENT OF THIS PROJECT IS TO OVERLAY THE FULL WIDTH OF THE EXISTING PAVEMENT. ANY WIDENING SECTIONS ENCOUNTERED TO ACCOMMODATE SHOULDERS, MAILBOX WIDENING, ETC. SHALL ALSO BE OVERLAYED TO THE FULL WIDTH OF THE EXISTING WIDENING.

① STATIONS ARE SHOWN FOR REFERENCE ONLY AND WERE NOT GENERATED BY A SURVEY. LOCATIONS OF ALL PAVEMENT SECTIONS, INTERSECTIONS, AND OTHER CONSTRUCTION ACTIVITIES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR.

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
ENGINEER'S ESTIMATE**

NAME OF ROAD: Leo & Independence
CONTROL SECT. NO.:

JOB PIECE NO.: XXXXX(04)

COUNTY: POTTAWATOMIE
TYPE OF IMPROVEMENT: Resurface
MILES:
CALENDER DAYS: 42

ADT: Less than 1000 _____; 1000 to 4999 _____;
5000 or more _____.

SUMMARY OF PAY QUANTITIES				
0100 ROADWAY			XXXXX(04)	
NO.		ITEM		UNIT QUANTITY
202(A)	0183	UNCLASSIFIED EXCAVATION	(1)	CY 30.00
202(D)	0184	UNCLASSIFIED BORROW		CY 240.00
303(A)	2100	AGGREGATE BASE TYPE A	(2)	CY 50.00
407(B)	0250	TACK COAT	(3)	GAL 945.00
408	5774	PRIME COAT	(4)	GAL 15.00
411(D)	5970	SUPERPAVE, TYPE S5 (PG 70-28 OK)	(5)	TON 1,490.00
411(I)		SUPERPAVE, TYPE S4(PG64-22OK)	(6)	TON 1,388.00
411(I)	6310	SUPERPAVE, TYPE S4(PATCH)(PG64-22OK)	(6)	TON 20.00
412	5267	COLD MILLING PAVEMENT		SY 540.00
619(C)	0924	SAWING PAVEMENT		LF 200.00

PRICE(\$)	AMOUNT (\$)
15.00	450.00
20.00	4,800.00
60.00	3,000.00
8.00	7,560.00
8.50	127.50
96.00	143,040.00
92.00	127,696.00
92.00	1,840.00
9.00	4,860.00
	0.00

SUMMARY OF PAY QUANTITIES				
0300 TRAFFIC			XXXXX(04)	
NO.		ITEM		UNIT QUANTITY
855(A)	8840	TRAFFIC STRIPE (PLASTIC)(THIN LINE)(4" WIDE)		LF 14,715.00
880(J)	8905	CONSTRUCTION TRAFFIC CONTROL	(7)	LSUM 1.00

PRICE(\$)	AMOUNT (\$)
0.40	5,886.00
8,000.00	8,000.00

PROJECT TOTAL:	\$299,009.50
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Regular Board of Commissioners

11.

Meeting Date: 05/03/2021

Traffic Commission Recommendation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a request for additional stop signs at the intersection of Kennedy Street and Norwesco Road.

Attachments

Traffic Commission Recommendation

City of Shawnee Engineering Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org			TRAFFIC COMMISSION DATE: April 27th, 2021
APPLICANT: Coy Carpenter Manager, Norwesco LLC		201 N Kennedy Ave Shawnee, OK 74801 405.275-2034 Coy.Carpenter@norwesco.com	
REQUEST LOCATION: Northeast Quarter of Section 24, Township 10 North, Range 3 East; Intersection of Kennedy Street and Norwesco Road			
SUMMARY OF REQUEST: The applicant has proposed the addition of 2 stop signs on Kennedy Street at the intersection of Kennedy Street and Norwesco Road creating a three-way stop intersection.			
CURRENT ZONING: N/A	PROPOSED LAND USE: N/A		PROPERTY SIZE: N/A

STAFF REVIEW AND ANALYSIS

This part of Kennedy Street services two industrial users, Norwesco Inc. and Dexter's Axle. Currently, there is a stop sign on Norwesco Road at the Kennedy Street intersection, however traffic on Kennedy Street is not stop controlled. With the growth of Norwesco and Dexter's Axle, the traffic in this area has recently elevated causing more potential conflicts at this intersection.

The main factor causing issues at this intersection is the sight distance, or lack of, on Kennedy Street. As vehicles approach the intersection from the South, Norwesco Road isn't visible until approximately 300' before the intersection. Likewise, vehicles turning left from Norwesco cannot appropriately gauge thru traffic with the lack of visibility.

Staff Recommends approval of the request, summarized below:

- The addition of two stop signs on Kennedy Street at Norwesco Road intersection.
- The addition of a stop sign ahead sign approximately 600' south of the Kennedy Street and Norwesco Road intersection.

APPROVE

APPROVE WITH CONDITIONS

DENY

**ATTACHMENTS:
(CIRCLE)**

**SUBMITTED
PLANS**

**PUBLIC HEARING
PETITION/
APPLICATION FORM**

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

Attachments:

Exhibit 1: Aerial Image

Exhibit 2: Location Images

Exhibit 3: Sign Layout Exhibit

Exhibit 1: Aerial Image



Exhibit 2: Location Images



Kennedy Street looking North. (Approx. 300'
South of Norwesco Rd.)



Kennedy Street looking North. (Approx. 500'
South of Norwesco Rd.)



Kennedy Street looking South

At the Intersection of Norwesco Rd. and Kennedy Street looking south.



Exhibit 3: Sign Layout Exhibit



Kennedy St. & Norwesco Rd. - Sign Layout Exhibit

DRAWN BY: SCB

CITY OF SHAWNEE
222 BROADWAY
SHAWNEE, OKLAHOMA



DATE: 04.27.2021

ENGINEERING DEPARTMENT

ENGINEER
SCB

SCALE
1"=200'

PROJECT NO.
NA

SHEET NO.
1

Regular Board of Commissioners

12.

Meeting Date: 05/03/2021

Final Plat

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Final Plat for Cardinal Point Addition – Phase I, a 12.08-acre tract, located approximately 1,150 feet east of North Union Avenue located on the north side of East 45th Street. Case No. P07-21, Applicant: Cardinal Point Development, LLC. *(Deferred from the April 19, 2021 City Commission meeting.)*

Attachments

Staff Report

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Cardinal Point Development, LLC

FOR: Cardinal Point Final Plat

LOCATION: 12.08- acre tract located approximately 1,150 feet east of Union Avenue located on the north side of East 45th Street

LEGAL DESCRIPTION:

A PART OF THE SE/4 SECTION 31, TOWNSHP 11 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA.

CURRENT CLASSIFICATION: C- 3 (Highway Commercial District)

REQUESTED CLASSIFICATION: - - -

PROPOSED PROPERTY USE: Single- Family Residential

PLANNING COMMISSION RECOMMENDATION: April 7th, 2021

REQUEST APPROVED: ☐

REQUEST DENIED: ☐

OTHER RECOMMENDATION: **X –Approval with Conditions (see two (2) conditions below)**

The following conditions, modifications and corrects of the Final Plat must be satisfied before final approval:

1. Determine total number of Blocks necessary to be complaint with the City’s subdivision regulations Section 40.2.5(B).
2. Indicate on the Final Plat the locations of the Blocks in the chosen alphanumeric format.

According to the Shawnee Subdivision Regulations 40.2.5(B):

“B. Blocks for residential use shall not be longer than five hundred (500) feet measured along the centerline of the block.”

VOTE OF THE PLANNING COMMISSION: MEMBERS PRESENT 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
WALKER			X			
LOFTIS- WALTON(VC)		X	X			
DEEM (CHAIR)			X			

ENGLES	X		X			
ROWELL						
LESTER			X			
JOHNSON			X			

RESPECTFULLY SUBMITTED,

Rebecca Blaine

PLANNING DIRECTOR

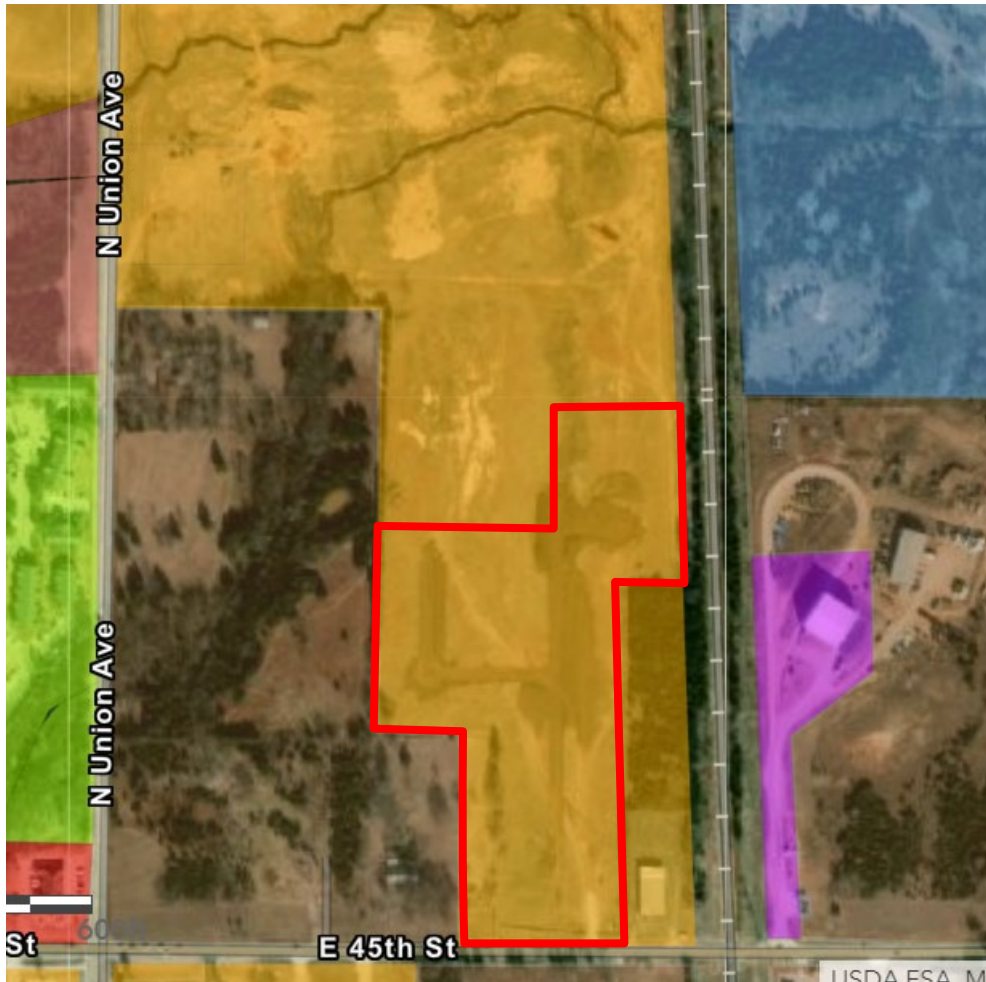
ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee, OK Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org		CASE #PL07-21 <i>Cardinal Point Addition – Phase 1 -- Final Plat</i> MEETING DATE: <i>April 7th, 2021</i> CITY COMMISSION DATE: <i>April 19th, 2021</i>
APPLICANT: Cardinal Point Development, LLC 903 E. 35th Street, Shawnee Ok, 74804 bryanflittle@gmail.com		
PROPERTY ADDRESS/LOCATION: 1,150 feet east of Union Avenue located on the north side of East 45th Street		
The applicant, Cardinal Point Development, LLC, requests final plat approval for Cardinal Point Addition – Phase 1, a 12.08-acre property.		
STAFF RECOMMENDATION		

EXISTING ZONING: C-3	EXISTING LAND USE: Vacant	SURROUNDING ZONING & LAND USE: A-1 (Agricultural District) C-5 (General Commerical District) R-3 (Multi-Family Residential) C-3 Commercial Highway District)	LOTS: 2	PROPERTY SIZE: 4.26-acres
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According to the Shawnee Subdivision Regulations 40.2.5(B):

"B. Blocks for residential use shall not be longer than five hundred (500) feet measured along the centerline of the block."

The submitted final plat indicates forty-three (43) Lots without reference to Blocks.

The following conditions were addressed after the April 19th, 2021 City Commission meeting but prior to the May 3rd, 2021 City Commission meeting:

- Determine total number of Blocks necessary to be complaint with the City's subdivision regulations Section 40.2.5(B).
- Indicate on the Final Plat the locations of the Blocks in the chosen alphanumeric format.

Planning Department has received the following feedback from the following agencies:

Engineering:

Engineering has approved of the submitted final plat.

Shawnee Municipal Authority:

SMA has approved of the submitted final plat.

Fire Department:

Fire has approved of the submitted final plat.

The subject request is in conformance with the City Zoning Code and Subdivision Code; therefore, Staff hereby recommends approval of the submitted final plat.

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

KNOW ALL MEN BY THESE PRESENTS: That Cardinal Point Development, LLC, does hereby certify that they are the owners of and the only persons, firms, or corporation having any right, title or interest in and to the land shown on the annexed plat, and that they have caused the same to be surveyed and plotted, and that they hereby dedicate all the streets and easements shown hereon to the public, for the purposes of streets, utilities and drainage, for their heirs, executors, administrators, successors and assign forever, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate. In Witness Whereof, the undersigned have caused this instrument to be executed this _____ day of _____, 20____. Covenants, reservations and restrictions for this addition are contained in a separate instrument.

Rick Landes
Managing Partner

Bryan Little
Managing Partner

STATE OF OKLAHOMA }
COUNTY OF POTTAWATOMIE } SS:
The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public

LAND SURVEYOR'S CERTIFICATE
I, Chris D'Amico, Professional Land Surveyor, do hereby certify that the annexed plat of Cardinal Point Addition, Phase 1, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, correctly represents a careful survey made under my supervision and any monuments shown thereon actually exist and their respective positions are correctly shown. I further certify that this plat complies with the requirements of Senate Bill No. 377, Section 518, as amended.

Chris D'Amico, L.S. 1945

STATE OF OKLAHOMA }
COUNTY OF POTTAWATOMIE } SS:
The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

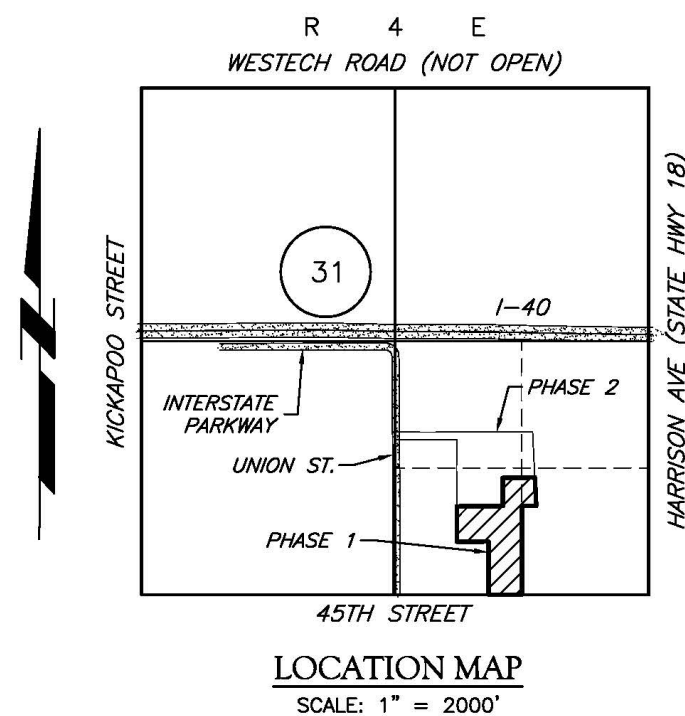
My Commission Expires: _____
Notary Public

BONDED ABSTRACTOR'S CERTIFICATE
The undersigned, a duly qualified abstractor in and for Pottawatomie County, State of Oklahoma, hereby certifies that according to the records of said County, title to the land included in the annexed plat of Cardinal Point Addition, Phase 1, an Addition to the City of Shawnee, Pottawatomie County, Oklahoma, appears to be vested in Cardinal Point Development, LLC. All lands described and referred to are unencumbered by pending actions, judgments, liens, mortgages, taxes and other encumbrances, EXCEPT oil, gas and other mineral leases and interests which have been previously conveyed and easements and general mortgages of record.

EXECUTED AT City of Shawnee, Pottawatomie County, State of Oklahoma, on this ____ day of _____, 20____.

ATTEST: First American Title and Trust

By: _____ Asst. Secretary
By: _____ Vice-President



P.O.C.
SW/C-SE/4, SEC. 31, T11N-R4E
FND & HELD 2" ODOT BRASS
MONUMENT.

PHASE 1 (12.08 AC±)
43 TOTAL LOTS
41 RESIDENTIAL LOTS (ZONED R-1)
2 COMMERCIAL LOTS (ZONED C-3)

ROYAL LAND
PROPERTIES, LLC

P.O.B.
SECTION LINE

P.O.C. OUTLOT 1
SE/C-SE/4
SEC. 31, T11N-R4E
FND & HELD MLC
NAL W/LS1531 WASHER

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM
STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS
ADOPTED BY THE OKLAHOMA STATE BOARD OF
REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND
SURVEYORS.

IF THE SURVEYOR'S SEAL IMPRESSION IS
NOT RED COLORED, THE PLAT IS A COPY.

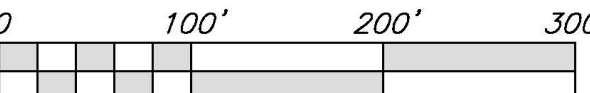
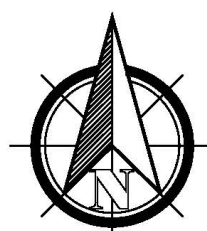
DWG FILE: P:\ENGINEERING\2019\ENG 310-19 CARDINAL POINT\CARDINAL SOUTH SITE DESIGN\FINAL PLAT.DWG

LANDES ENGINEERING L.L.C. & ASSOCIATES www.landesengineering.net 903 EAST 35TH STREET SHAWNEE, OKLAHOMA 74804 (405) 275-5388 CA #2280 EXP. 6-30-21		Cardinal Point Addition, Phase 1 SHAWNEE, OKLAHOMA	
DATE: 04/21/2021	REV.	DRAWN BY: ml	SHEET NUMBER: 1 of 2
		CHECKED: CD	

FINAL PLAT

CARDINAL POINT ADDITION-PHASE I

A SUBDIVISION OF A PART OF THE SE/4
OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 4 EAST OF THE
INDIAN MERIDIAN, SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA



SCALE: 1"=100'

BASIS OF BEARING OF N89°30'53"E ALONG THE SOUTH LINE OF
THE SE/4 OF SECTION 31, T11N-R4E, I.M. BASED ON
OKLAHOMA SOUTH STATE PLANE COORDINATE SYSTEM.

LEGEND

- (o) INDICATES 3/8" IRON PIN SET W/CAP "CA 2280" (UNLESS OTHERWISE NOTED)
- (*) INDICATES FOUND 3/8" IRON PIN W/CAP "CA 2280" (UNLESS OTHERWISE NOTED)
- R/W RIGHT-OF-WAY
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT
- B/L BUILDING LINE

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Pottawatomie County, State of Oklahoma, that the tax records of said County show all taxes are paid for the year 20____, and prior years on the land shown on the annexed plat, that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of the current years taxes. IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at the City of Shawnee, Oklahoma, this _____ day of _____, 20____.

County Treasurer

CITY PLANNING COMMISSION APPROVAL

I, _____, Chairman of the City Planning Commission for the City of Shawnee, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat on the _____ day of _____, 20____.

CHAIRMAN

ACCEPTANCE OF DEDICATION OF CITY COMMISSION

BE IT RESOLVED by the Council of the City of Shawnee, Oklahoma, that the dedications shown on the annexed plat are hereby accepted. Adopted by the Council of the City of Shawnee, Oklahoma, this _____ day of _____, 20____.

Attest: _____ City of Shawnee, Oklahoma

City Clerk

Mayor

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the City of Shawnee, State of Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments or unmlured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat on this _____ day of _____, 20____.

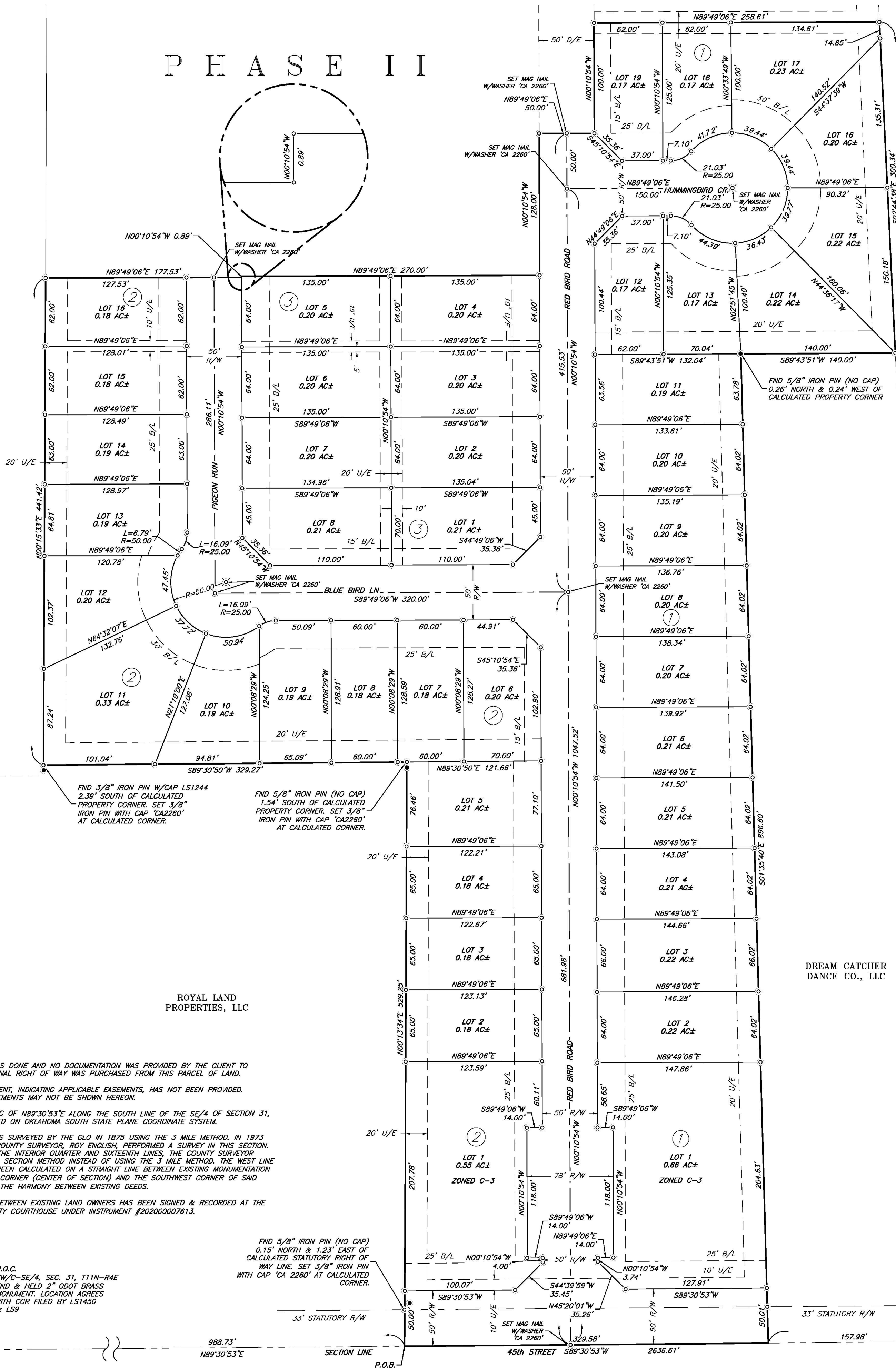
City Clerk

FLOOD STATEMENT

CARDINAL POINT ADDITION, PHASE 1, IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER F.L.R.M. POTTAWATOMIE COUNTY, OKLAHOMA AND INCORPORATED AREAS, PANEL 70 OF 556, MAP NUMBER 40125C0070-J, MAP REVISED 5-16-2019.

PHASE II

MARGIE STONE
&
DONNA FARMER



SURVEY NOTES:

- NO RESEARCH WAS DONE AND NO DOCUMENTATION WAS PROVIDED BY THE CLIENT TO DISCOVER IF ADDITIONAL RIGHT OF WAY WAS PURCHASED FROM THIS PARCEL OF LAND.
- A TITLE COMMITMENT, INDICATING APPLICABLE EASEMENTS, HAS NOT BEEN PROVIDED. THEREFORE ALL EASEMENTS MAY NOT BE SHOWN HEREON.
- BASIS OF BEARING OF N89°30'53"E ALONG THE SOUTH LINE OF THE SE/4 OF SECTION 31, T11N-R4E, 1M. BASED ON OKLAHOMA SOUTH STATE PLANE COORDINATE SYSTEM.
- THIS SECTION WAS SURVEYED BY THE GLO IN 1875 USING THE 3 MILE METHOD. IN 1973 THE POTTAWATOMIE COUNTY SURVEYOR, ROY ENGLISH, PERFORMED A SURVEY IN THIS SECTION. WHEN CALCULATING THE INTERIOR QUARTER AND SIXTEENTH LINES, THE COUNTY SURVEYOR USED THE STANDARD SECTION METHOD INSTEAD OF USING THE 3 MILE METHOD. THE WEST LINE OF THE SE/4 HAS BEEN CALCULATED ON A STRAIGHT LINE BETWEEN EXISTING MONUMENTATION AT THE NORTHWEST CORNER (CENTER OF SECTION) AND THE SOUTHWEST CORNER OF SAID SE/4 TO PRESERVE THE HARMONY BETWEEN EXISTING DEEDS.
- AN AGREEMENT BETWEEN EXISTING LAND OWNERS HAS BEEN SIGNED & RECORDED AT THE POTTAWATOMIE COUNTY COURTHOUSE UNDER INSTRUMENT #20200007613.

P.O.C.
SW/4-SE/4, SEC. 31, T11N-R4E
FND & HELD 2" ODOT BRASS
MONUMENT. LOCATION AGREES
WITH COR FILED BY L51450
& L59

FND 5/8" IRON PIN (NO CAP)
0.15' NORTH & 1.23' EAST OF
CALCULATED STATUTORY RIGHT OF
WAY LINE. SET 3/8" IRON PIN
WITH CAP 'CA 2260' AT CALCULATED
CORNER.

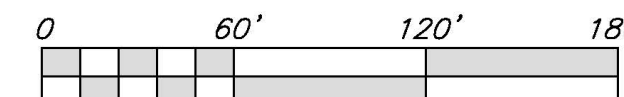
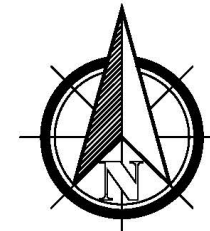
DREAM CATCHER
DANCE CO., LLC

BURLINGTON NORTHERN
SANTA FE RAILROAD

CARDINAL POINT ADDITION-PHASE I

A SUBDIVISION OF A PART OF THE SE/4
OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 4 EAST OF THE
INDIAN MERIDIAN, SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

FINAL PLAT



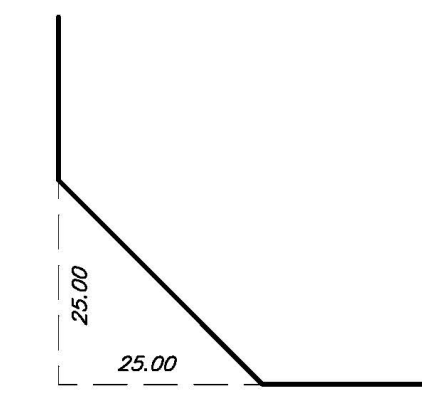
SCALE: 1" = 60'

LEGEND

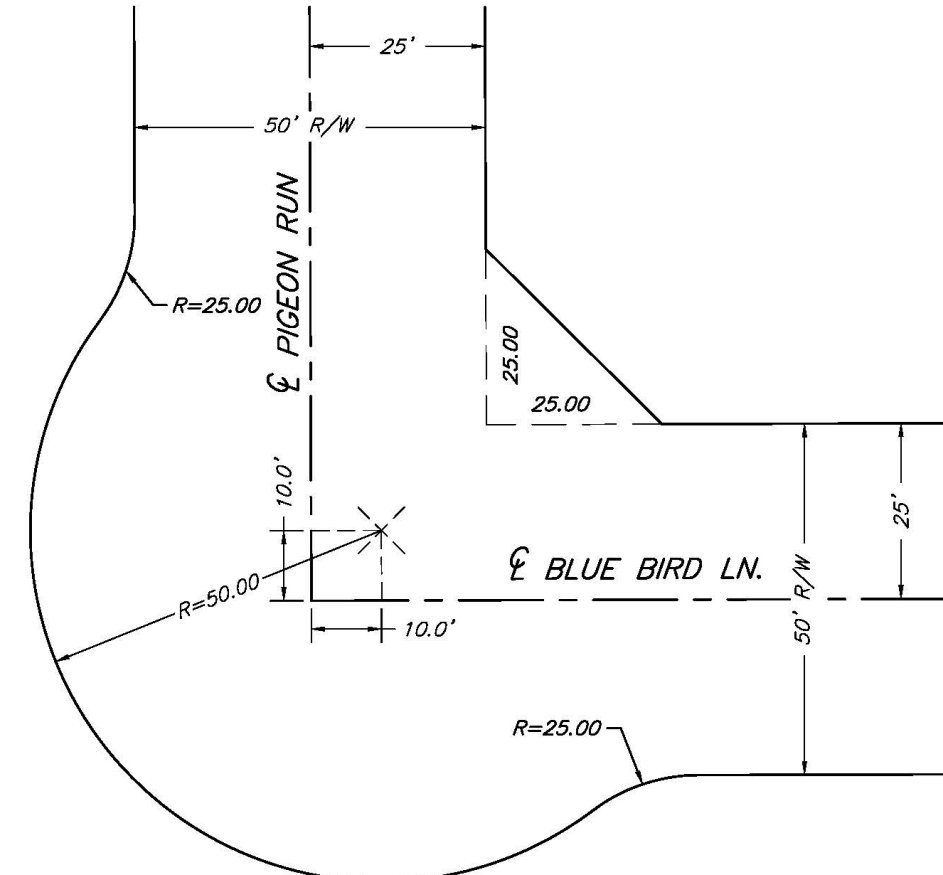
(o) INDICATES 3/8" IRON PIN SET
W/CAP 'CA 2260' (UNLESS OTHERWISE NOTED)

(*) INDICATES FOUND 3/8" IRON PIN
W/CAP 'CA 2260' (UNLESS OTHERWISE NOTED)

R/W RIGHT-OF-WAY
U/E UTILITY EASEMENT
D/E DRAINAGE EASEMENT
B/L BUILDING LINE

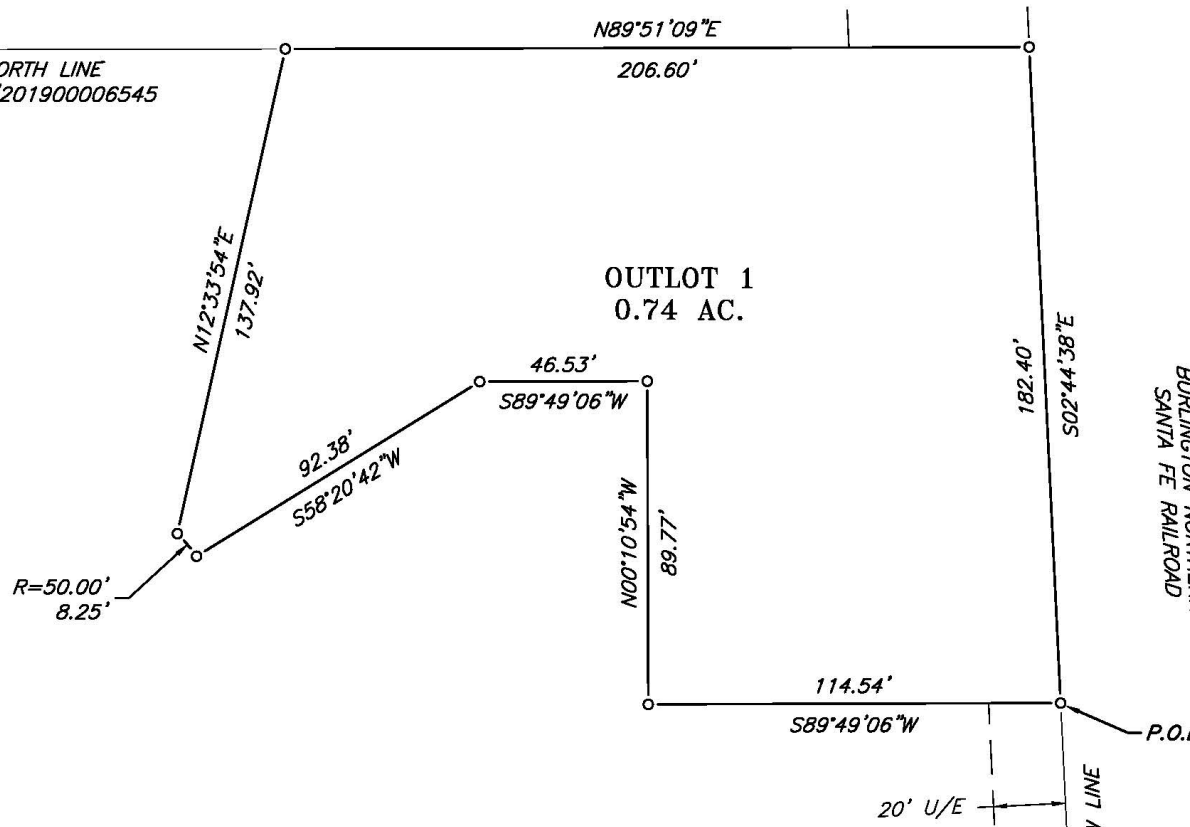


CHAMFERED CORNER DETAIL
(NOT TO SCALE)



90° (10' OFFSET)
CUL-DE-SAC DETAIL
(NOT TO SCALE)

SE/4-SE/4,
SEC. 31, T11N-R4E
RESET MAG NAIL
IN PREVIOUS POSITION
RECORDED BY L51551



OUTLOT 1
(STORMWATER DETENTION AREA)
DETAIL
SCALE: 1" = 30'

OUTLOT LEGAL DESCRIPTION

AN OUTLOT FOR STORMWATER DETENTION LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER (SE/4) OF SAID SE/4; THENCE S89°30'53"W ALONG THE SOUTH LINE OF SAID SE/4 A DISTANCE OF 1160.32 FEET TO A POINT ON THE WEST PROPERTY LINE OF THE B.N.&S.F. RAILWAY COMPANY RIGHT-OF-WAY; THENCE N02°44'38"W ALONG SAID WEST RAILWAY COMPANY PROPERTY LINE (RIGHT-OF-WAY LINE) A DISTANCE OF 1489.22 FEET TO THE POINT OF BEGINNING; THENCE S89°49'06"W A DISTANCE OF 114.54 FEET; THENCE N00°10'54"W A DISTANCE OF 89.77 FEET; THENCE S89°49'06"W A DISTANCE OF 46.53 FEET; THENCE S89°20'42"W A DISTANCE OF 92.38 FEET; THENCE NORTHWESTERLY IN A NON-TANGENT CURVE TO THE LEFT WITH A CHORD BEARING OF N02°27'14"W AND A CHORD DISTANCE OF 8.24 FEET AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 89.77 FEET; THENCE N12°33'54"E A DISTANCE OF 137.92 FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN INST #201900006545; THENCE N89°51'09"E ALONG SAID NORTH LINE A DISTANCE OF 206.60 FEET TO A POINT ON SAID WEST PROPERTY LINE OF THE B.N.&S.F. RAILWAY COMPANY RIGHT-OF-WAY; THENCE S02°44'38"E ALONG SAID WEST RAILWAY COMPANY PROPERTY LINE (RIGHT-OF-WAY LINE) A DISTANCE OF 182.40 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED OUTLOT CONTAINING 0.74 ACRES, MORE OR LESS.

PHASE I LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY (21), TOWNSHIP ELEVEN NORTH (11N), RANGE FOUR EAST (R4E) OF THE INDIAN MERIDIAN, SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, WITH A BASIS OF BEARING OF N89°30'53"E ALONG THE SOUTH LINE OF SAID SE/4, AND MORE PARTICULARLY DESCRIBED BY CHRIS D'AMICO (PLS 1945) AS: COMMENCING AT THE SOUTHWEST CORNER (SW/4) OF SAID SE/4; THENCE N89°30'53"E ALONG THE SOUTH LINE OF SAID SE/4 A DISTANCE OF 988.73 FEET TO THE POINT OF BEGINNING; THENCE N01°13'54"E A DISTANCE OF 329.25 FEET; THENCE S89°01'50"W A DISTANCE OF 129.27 FEET; THENCE N00°10'54"W A DISTANCE OF 441.42 FEET; THENCE N89°49'06"E A DISTANCE OF 127.53 FEET; THENCE N00°10'54"W A DISTANCE OF 0.89 FEET; THENCE N89°49'06"E A DISTANCE OF 270.00 FEET; THENCE N00°10'54"W A DISTANCE OF 128.00 FEET; THENCE N89°49'06"E A DISTANCE OF 50.00 FEET; THENCE N00°10'54"W A DISTANCE OF 100.00 FEET; THENCE N89°49'06"E A DISTANCE OF 258.61 FEET TO A POINT ON THE WEST PROPERTY LINE OF THE A.T.&S.F. RAILWAY COMPANY RIGHT-OF-WAY; THENCE S02°44'38"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 300.34 FEET; THENCE S89°43'51"W A DISTANCE OF 140.00 FEET; THENCE S01°35'40"E A DISTANCE OF 886.80 FEET TO A POINT ON THE SOUTH LINE OF SAID SE/4; THENCE S89°30'53"W ALONG SAID SOUTH LINE A DISTANCE OF 329.58 FEET TO THE POINT OF BEGINNING, CONTAINING 12.08 ACRES, MORE OR LESS.

LANDES ENGINEERING L.L.C. & ASSOCIATES
www.landesengineering.net
903 EAST 35TH STREET SHAWNEE, OKLAHOMA 74804
(405) 275-5388 CA #2260 EXP. 6-30-21

Cardinal Point Addition, Phase 1
SHAWNEE, OKLAHOMA
DRAWN BY: mtl
CHECKED CD
DATE: 04/21/2021
REV.

2 of 2



FINAL PLAT APPLICATION

Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-
1587 www.ShawneeOK.org

For Office Use Only

Case Number: _____
Project Number : _____
Date Filed: _____
Amount Paid : _____
Receipt No.: _____

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call (405) 878-1616 with any questions.

APPLICANT _____

APPLICANT ADDRESS _____

APPLICANT PHONE NUMBERS _____

EMAIL ADDRESS _____

NAME OF PLAT _____

LOCATION _____

NUMBER OF ACRES _____ NUMBER OF LOTS _____

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

PLUS **\$3.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS _____

PLUS **\$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____

TOTAL COST _____

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

PLUS **\$2.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS _____

PLUS **\$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____

TOTAL COST _____

OWNER/DEVELOPER INFORMATION:

NAME _____

ADDRESS _____

CONTACT NUMBERS _____

EMAIL ADDRESS _____

PROJECT ENGINEER INFORMATION:

NAME _____

ADDRESS _____

CONTACT NUMBERS _____

EMAIL ADDRESS _____

**APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS
PRIOR TO MEETING**

Regular Board of Commissioners

13.

Meeting Date: 05/03/2021

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

An ordinance amending portions of Chapter 22, Division 2, Section 22-744 – Term of Office - of the Shawnee City Code of Ordinances, by amending Chapter 22 defining the term of office; providing for repeal; providing for severability; providing for codification; and providing for emergency clause.

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 22, DIVISION 2, SECTION 22-744 – TERM OF OFFICE - OF THE SHAWNEE CITY CODE OF ORDINANCES, BY AMENDING CHAPTER 22 DEFINING THE TERM OF OFFICE; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR EMERGENCY CLAUSE.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 25 OF THE CITY CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

SECTION 1. That Chapter 22, Division 2, Section 22-744 of the Code of the City of Shawnee, Oklahoma, is hereby amended to read as follows:

DIVISION 2. – ESTABLISHMENT OF ARTS & CULTURE COMMISSION

§22-744. Term of Office. The terms of the four (4) professional members of the Shawnee City Arts & Culture Commission shall be three years or until his/her successor takes office, not including partial terms. The terms of the remaining three (3) members (organizational and at large) shall be two (2) years or until his/her successor takes office, not including partial terms. No member shall serve more than three consecutive terms. Members who have served three consecutive terms may be reappointed after having rotated off the Commission for at least one full term.

SECTION 2: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

SECTION 3: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

SECTION 4: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

SECTION 5: EMERGENCY. It being immediately necessary for the preservation of the peace, health, safety and public good of the City of Shawnee, Oklahoma and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist, by reason whereof, this ordinance shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED this ____ day of May, 2021.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Emergency clause separately passed and approved on this ____ day of May, 2021.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of May, 2021.

JOSEPH M. VORNDRAN
CITY ATTORNEY

DRAFT

Regular Board of Commissioners

14.

Meeting Date: 05/03/2021

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of Mayor's Appointments:

Shawnee Arts & Culture Commission

Carmen Wolf 1st Full Term Expires: May 1, 2023
Appointment to new board – Organizational Member

Katie Goodson 1st Full Term Expires: May 1, 2024
Appointment to new board – Professional Member

John Grider 1st Full Term Expires: May 1, 2024
Appointment to new board – Professional Member

Lucas Simmons 1st Full Term Expires: May 1, 2024
Appointment to new board – Professional Member

LeAnne Henry Wright 1st Full Term Expires: May 1, 2024
Appointment to new board – Professional Member

Robbie Kienzle 1st Full Term Expires: May 1, 2023
Appointment to new board – At large Member

Tera Leigh 1st Full Term Expires: May 1, 2023
Appointment to new board – At large Member

Attachments

Application - Wolf

Application - Goodson

Application - Grider

Application - Simmons

Application - Wright

Application - Kienzle

Application - Leigh



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Carmen Wolf</u>	Application Date: <u>3/22/2021</u>
Address: <u>1702 N Broadway Ave</u>	Date of Birth: <u>08/12/1968</u>
Mailing Address: <u>1702 N Broadway Ave</u>	
Daytime Phone: <u>405-434-2598</u> Fax: _____	Email: <u>carmen@powerimage.com</u>
Profession: <u>Business Owner</u>	
Business Name: <u>PowerHouse Imaging, Ltd. - SerenityStitchworks.com</u>	
Business Address: <u>20 W. Elizabeth, Shawnee, OK</u>	
Business Phone: <u>405-434-2598</u> Fax: _____	Email: <u>carmen@serenitystitchworks.com</u>

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 8 1/2 years

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

☐ Airport Advisory Board ☒ Arts and Culture Commission ☐ 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?

The arts have been a very important part of my life since I was a small child. It is my hope that everyone can experience art in all its forms no matter their demographic status. I believe much value can be brought to Shawnee by embracing public art and I would love to be part of that.

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?

Prior to moving to Shawnee I was a business and technology consultant. I have experience in project management and working with people at all levels.

Since moving to Shawnee I have chaired and co-chaired several non-profit events and I am committed to helping Shawnee grow and improve.

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

Mabee Gerrer Museum of Art - Board member, Governance chair; Community Market - Board member, Governance chair;

Friends of the Library - Board member, Secretary

List education, including degree(s) earned:

Bachelor of Architecture; Bachelor of Science - Environmental Design; Juris Doctor (Law degree - licensed to practice in Nevada)

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

No

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Cody Deem	Friend	405-501-2627
Tonya Ricks	Colleague	405-306-0224
Katie Erickson	Friend	602-540-0406

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 Carmen Wolf

Date 3-22-21



RECEIVED
APR 15 2021
CITY CLERK

APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Katie Goodson</u>	Application Date: <u>April 9, 2021</u>
Address: <u>31 Vivian Terr. Shawnee, OK 74804</u>	Date of Birth: <u>May 29, 1990</u>
Mailing Address: <u>PO Box 805 Tecumseh, OK 74873</u>	
Daytime Phone: <u>405-406-2457</u>	Fax: _____ Email: <u>katie.goodson@buildwithaffinity.com</u>
Profession: <u>Architectural Designer</u>	
Business Name: <u>Affinity Corporation</u>	
Business Address: <u>21572 HWY 102 Tecumseh, OK 74873</u>	
Business Phone: <u>405-695-8700</u>	Fax: _____ Email: <u>info@buildwithaffinity.com</u>

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 7

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

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

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

I believe the arts are a major stimulus for community growth and development. We have an abundant potential to shape the future of our community in a positive way, and I would love to be a part of our growth.

Revised March 2, 2021

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 believe my passion for quality community development and architectural individuality will bring a new perspective to the table.

My architectural and construction background allow me to visualize projects conceptually as well as physically.

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

I am not currently volunteering with any organizations.

List education, including degree(s) earned:

Tecumseh High School, 2008 University of Oklahoma Bachelors of Architecture with a minor in Construction Sciences, 2014

The first 5 years of my professional career were spent working with the Dept of Defense providing a specialized education not found in the private sector.

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

No

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

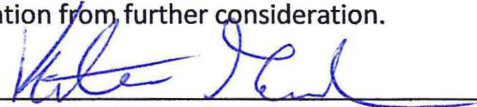
Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Jesse Stroope, Kirkpatrick Oil	Professional /Personal	405-760-1094
Cama Watts, GCTC	Professional /Personal	405-550-4964
Denoda Rutherford, Shelter Insurance	Professional	405-585-3974

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 April 9, 2021

Revised March 2, 2021



Affinity Corp.

DEVELOP DESIGN CONSTRUCT

Shawnee City Clerk

PO Box 1448

Shawnee, OK 74802

Dear Shawnee City Clerk:

Please see below for a letter of interest expressing my personal and professional reasons for wanting to serve on the newly developed Arts and Culture Commission.

The arts have always held a special place in my heart, however; I truly fell in love with them in the early 2000's while my husband was working with Smith and Pickel Construction in Oklahoma City. As a diversified and highly respected construction company they worked with a variety of private and public clients and organization who were heavily focused on the arts. One of them being Christian Keesee, who operates the Kirkpatrick Family Fund and has a strong presence in Oklahoma Contemporary, Allied Arts, Molly Spencer Farms, Green Box Arts, and many more nationally. Seeing the vast reach these organizations have achieved in their respective communities as well as their unmatched ability to bring such diverse groups of individuals together has set the standard for what can happen with a strong Arts and Culture presence in Shawnee and our surrounding local communities.

As a professional designer, architecture has always been a balance between form and function. The beauty in designing a functional space, perfectly curated to meet a client's specific needs, is a work of spacial art. I believe architecture and its public platform is a flawless means of introducing a community to visual arts. Artistic Structures along with murals, sculptures, interactive installations, etc. can be seamlessly placed within a community that creates a walking gallery of art for not only our citizens to enjoy and thrive in, but also for those traveling to revel in and talk about as they continue their journeys.

Shawnee, as a city, has spent the last few years growing local organizations that truly have the potential to bring us together as a community. I personally believe Shawnee has an even higher potential and with the continued creation of new committees such as this one, our city will continue to broaden this strong sense of togetherness and put it on center stage for years to come.

I would greatly appreciate your consideration in allowing myself and my personal journeys in the Arts to serve the City of Shawnee and our community as a committee member on the Arts and Culture Commission.

Deepest Regards,

Katie Goodson



RECEIVED CITY CLERK'S OFFICE
Date 3:33pm Time 4-15-2021

APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>John Ryan Grider</u>	Application Date: _____
Address: <u>2209 N. McKinley Ave.</u>	Date of Birth: _____
Mailing Address: <u>2209 N. McKinley Ave. Shawnee, OK</u>	
Daytime Phone: <u>405.496.4146</u>	Fax: _____ Email: <u>ryangrider@sbcglobal.net</u>
Profession: <u>Landscape Designer/Project Manager</u>	
Business Name: <u>TerraScapes: Total Landscape Services</u>	
Business Address: <u>2832 SE 9th St. Oklahoma City, OK 73129</u>	
Business Phone: <u>405.203.0003</u>	Fax: _____ Email: <u>ryan.grider@terrascapesokc.com</u>

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 23 (Left for College)

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

☐ Airport Advisory Board ☒ Arts and Culture Commission ☐ 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?

Please see attached.

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?

Please see attached.

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

Please see attached.

List education, including degree(s) earned:

Bachelor's of Landscape Architecture, Oklahoma State University Class of 2016

Shawnee High School Class of 2011

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

N/A

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:

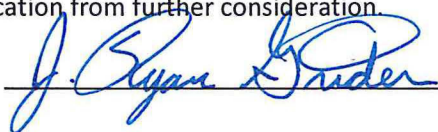
Name	Relationship	Telephone Number
Richard Finley	Family Friend	(405) 820.3869
Marilyn Bradford	Family Friend	(405) 640.1421
Patti Simmons	Family Friend/Realtor	(405) 664.8222

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



Revised March 2, 2021

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

John Ryan Grider
City of Shawnee, OK Arts & Culture Commission Application
2209. N. McKinley Ave. Shawnee, OK 74804
Phone: (405) 496.4146
Email: ryangrider@sbcglobal.net

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

The arts have always been my passion in my life. I come from a family of homebuilders and during my childhood my uncle still drafted all of his plans by hand in his home office. I can still remember many afternoons sitting at a small desk next to his drafting table drawing everything I could imagine on scrap blueprint paper while he would work out all the details of his next project. Little did I know at five years old that I would later choose a career path that blend art, science, and construction together. Currently I am the lead designer for one of the larger full-service landscape companies in central Oklahoma, living in my hometown, and searching for a creative outlet that can make an impact on my community. The City of Shawnee Arts and Culture Commission is the outlet that will allow me to utilize my bachelor's degree in Landscape Architecture and minor in Studio Art to create a positive impact on our city though collaboration with fellow community members to develop a thriving artistic culture for Shawnee.

2. 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 a designer in the landscape industry, I am constantly seeking a balance between art and reality. Taking a concept based on an analysis of a specific site and bringing it to life takes a great deal of creative problem solving. This is one of my strongest skills. Being able to find a creative solution to an issue is skill that I enjoy applying whenever the opportunity presents itself. As a designer with a landscape architecture degree, I have a great deal of knowledge in landscape design, construction, and a good pulse on things that are going on in the industry and many contacts within my professional network that could be great resources for the board. I am a strong communicator, have the ability to speak in front of the public, and have developed project management skills that I utilize on a daily basis.

3. What civic or volunteer activities (if any) are you currently involved with?

I currently serve as the Treasurer for the Oklahoma Chapter of the American Society of Landscape Architects. I have been involved with the organization since my freshman year in college serving as a Student Chapter President and eventually President of the Oklahoma Chapter as well. These experiences have allowed me to learn how a board functions but also given me the opportunity to develop communication and leadership skills within a professional setting. I also am an acting member of the Youth and Family Resource Center Board of Directors. My involvement with the has taught me the importance of local connections of fellow board members and how to utilize them to achieve a common goal. Being involved with the YFRC board for the past few years has shown me the importance of being involved in your community and how the action of a few people can make a difference in the lives of those around you.

John Ryan Grider
Letter of Interest
City of Shawnee Arts & Culture Commission
2209 N. McKinley Ave. Shawnee, OK 74804
Phone: (405) 496.4146
Email: ryangrider@sbcglobal.net

To Whom it May Concern,

My name is John Ryan Grider and I am a lifelong resident of Shawnee, Oklahoma. Since I was young my passion in life has always been the arts. As a child if I was not outside with my friends I was somewhere with my nose in a book or working on some sort of art project. This passion for the arts and nature, along with growing up in a family of local homebuilders, led me to a career that allowed me blend them together while making the world a more beautiful place.

When I was in elementary school at Grove, I would often take the bus afterschool to my uncle's house down the street where I would sit next to him in his home office and draw while he drafted house plans and worked on construction bids. Little did I know at the time, I was learning to draw plans long before I knew that I would study landscape architecture and choose to spend my life working as a designer in the landscape industry.

I studied landscape architecture in minored in studio art while at Oklahoma State University and upon my graduation in 2016 I realized that I had another passion in giving back to my community. In high school and college, I had been involved in a variety of service organizations and enjoyed the opportunity to get to know people in my community. After I returned to Shawnee, I looked for ways to get involved and make an impact on our community. I feel that The Arts & Culture Commission feels a need that this community has had for many years and will allow us to further develop a thriving arts scene in our city. By being involved I feel strongly that my expertise and resources would be a major asset to the City of Shawnee.

Best Regards,

A handwritten signature in black ink, appearing to read "J. Ryan Grider", with a long horizontal flourish extending to the right.

J. Ryan Grider



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Lucas Simmons</u>	Application Date: <u>3/31/21</u>
Address: <u>1302 n union</u>	Date of Birth: <u>4/19/1989</u>
Mailing Address: _____	
Daytime Phone: <u>4055840020</u>	Fax: _____ Email: <u>lucas.r.simmons@gmail.com</u>
Profession: <u>artist/art professor</u>	
Business Name: <u>Oklahoma Baptist University</u>	
Business Address: <u>500 W University</u>	
Business Phone: <u>4055854000</u>	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: _____

How many years have you lived in Shawnee? 10

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

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

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

I have seen the impact that public art has had in other cities, most notably Oklahoma City and would love to see that here.

Shawnee has been my home for about a decade and I would love to contribute to the community in some way.

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

As an artist, I work with many clients in a variety of settings. Each of those situations involves a lot of problem solving and communication with the clients.

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

List education, including degree(s) earned:

I received a bachelor's degree in art from Oklahoma Baptist University and my Masters in Fine Art from the University of Oklahoma.

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 not

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:

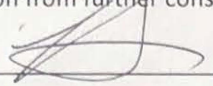
Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Corey Fuller	Corey was my former professor and now my boss at OBU.	(405) 570-0934
Leanne Wright	Leanne is a friend and patron.	(405) 639-0075
Julie Blackstone	Julie was my former professor and now a colleague at OBU.	(405) 760-2269

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 3/31/2021

Revised March 2, 2021

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>LeAnne Henry Wright</u>	Application Date: <u>3-29-21</u>
Address: <u>22 Sequoyah Blvd.</u>	Date of Birth: <u>9-13-78</u>
Mailing Address: <u>\\</u>	
Daytime Phone: <u>405 639 0075</u> Fax: <u>N/A</u>	Email: <u>henrywrightarta@gmail.com</u>
Profession: <u>Artist</u>	
Business Name: <u>LeAnne Henry Wright Art Gallery</u>	
Business Address: <u>114B West Main</u>	
Business Phone: <u>same as above</u> 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: _____

How many years have you lived in Shawnee? 10

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

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

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

I would like to share my experiences and have a say in bringing public art to my 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?

Im an artist who has traveled from NY → CA coast exploring public art as well as abroad, including Madrid and Barcelona to study before my design project at Emmanuel Episcopal. But the knowledge and belief I bring is not some wild dream to bring these ideas to Shawnee but to advocate public art already has proven itself beneficial

far reaching global

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

Volunteer Art Teacher for Jim Thorpe Academy, Serve through Emmanuel Episcopal Church and their numerous community outreach programs.

Right here in Oklahoma. Why NOT us TOO?!

List education, including degree(s) earned:

*Bach. Degree Studio Art from Oklahoma State Uni.

*I have no paper degree for it but I oversaw and designed most of the 2.6 million construction project of Emmanuel Episcopal for 2 yrs.

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

No

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Tom Dahlman	Priest at Emmanuel Episcopal	918-814-3845
Greg Cullison	Construction Contractor	405-640-4561
Nancy Barrett	Senior Warden Emmanuel Episcopal	405-202-9215

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 T. R. K. SA

Date 3-29-21



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Robbie Kienzle</u>	Application Date: <u>3/22/21</u>
Address: <u>1714 N Oklahoma Avenue</u>	Date of Birth: <u>12/30/60</u>
Mailing Address: <u>same</u>	
Daytime Phone: <u>405/664-2363</u> Fax: <u>n/a</u>	Email: <u>robbie.kienzle@okc.gov</u>
Profession: <u>Program Planner and Arts Liaison</u>	
Business Name: <u>City of Oklahoma City</u>	
Business Address: <u>420 W Main Street 9th Floor, OKC 73102</u>	
Business Phone: <u>405/297-1740</u> Fax: <u>n/a</u>	Email: <u>same</u>

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

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

If so, please list the board/committee: n/a

How many years have you lived in Shawnee? 24 years

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

☐ Airport Advisory Board ☒ Arts and Culture Commission ☐ 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?
the effort will help to make the Shawnee community a sought after place to live, work, raise a family, start a business, go to college, and to prosper.

Revised March 2, 2021

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 a seasoned arts professional with 30 years experience and a former Vice Chair of the Planning Commission, I have the experience and leadership skills to make Shawnee successful.

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

Arts Council OKC, Oklahoma Public Art Network, Urban Land Institute, Oklahoma Visual Arts Coalition.

List education, including degree(s) earned:

see attached

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

Planning Commission, two terms

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? yes

If so, please explain:

following the failure of Penn Square Bank I lost everything.

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Susan Atkinson	friend	405/543-7171
Senator Julia Kirt	friend	405/226-8514
Link Cowan	friend	405/596-5678

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 [Signature]

Date 3/22/21

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

ROBBIE KIENZLE

PROFESSIONAL SUMMARY

For 30 years, I have facilitated the planning and development of placemaking and public art strategies that improve the vitality of public life and transform communities. My extensive redevelopment experience has included both economic development and community development initiatives. All projects have included arts components that range from commissioning public art to creating events that engage broad community audiences, and from master planning to policy development to make public and private investment in the arts more intentional and easier to navigate. I have coordinated projects and programs involving large groups of stakeholders, a diversity of information, various and complex funding sources, and numerous disciplines. My efforts have led to large- and small-scale land use planning, land acquisition, remediation, redevelopment, public artworks commissioning, and other public realm improvements that enrich civic projects, neighborhoods, commercial districts, and streetscapes, and which make public spaces more successful.

EXPERIENCE & QUALIFICATIONS

OKLAHOMA CITY PLANNING DEPARTMENT

JUL 2012 TO PRESENT OKLAHOMA CITY'S ARTS LIAISON -OFFICE OF ARTS & CULTURAL AFFAIRS

Developed City's first program office for Arts & Culture which oversees the Arts Commission, manages the 1% for Arts program, oversees collection care for over 200 public art assets, plans and implements public art and cultural plans, provides technical assistance and training to a variety of constituents that include City departments, Trusts, Authorities and private sector groups and Artists. Notable projects: Artist Support Study, Collection Care Plan, Community Arts Program Study for arts education, AMP UP OKC-An Art Master Plan for the City, as well as 1% for Art Projects for the City, its federal programs and its Trusts and Authorities that include: New Downtown Convention Center, Will Rogers World Airport Expansion, Convention Center Parking Garage, Military Park, and numerous others.

AUG 2008 TO JUL 2012 DIRECTOR OF URBAN REDEVELOPMENT- URBAN REDEVELOPMENT DIVISION

Managed 12-person professional planning and environmental team developing and implementing new plans to reimagine and revitalize downtown through arts and culture initiatives and placemaking in areas that included: Medical Corridor, various commercial districts, Downtown, Oklahoma River, and Brownfields projects. Notable projects: Skydance Bridge International Public Art Competition, First American Museum, Cultural Plan Implementation, Commercial District Revitalization Program, Strong Neighborhood Initiative, Downtown Strategic Initiative, Core to Shore Plan Implementation.

JAN 2005 TO AUG 2008 URBAN REDEVELOPMENT SPECIALIST - URBAN REDEVELOPMENT DIVISION

Facilitated downtown redevelopment through program creation, meeting facilitation, managing catalyst projects and programs, and providing technical guidance to developers and real estate professionals. Notable projects: Project 180 Redevelopment, Oklahoma City Boulevard, Medical Business District, Core to Shore Plan, Film Exchange District Streetscape Enhancements. Other responsibilities: Public art assistance, contract management, staff management and department budgeting.

MAY 2003 TO JAN 2005 EMPOWERMENT ZONE PLANNER - ECONOMIC DEVELOPMENT DIVISION

Coordinated OKC Empowerment Zone governance, financing, and incentives. Notable projects: Eastside Reinvestment Area, Brownfields Program, Skirvin Hotel, Gold Dome, and American Indian Cultural Center. Other responsibilities: Conferences and workshops, contract management, grant writing, and staff management.

TRANSPORTATION FOR AMERICA AND AMERICANS FOR THE ARTS

SEP 2018 TO MAR 2019 PUBLIC ART CONSULTANT

Public Art Consultant for community workshop about transportation initiatives, civic design, land use development and community outreach for Middle Main in Buffalo, New York.

OKC DEPARTMENT OF AIRPORTS

APRIL 2001 TO MAY 2003 PROPERTY TECHNICIAN -PROPERTY MANAGEMENT DIVISION

Managed properties at the department's three airports: Will Rogers World Airport, Wiley Post Airport, and CE Page working with major airline carriers, retail and commercial tenants, aviation-related businesses, federal campuses and thousands of acres of farm, ranch and oil and gas leasehold. Other responsibilities included: Arts administration, contract management, staff management, new retail selection and management and other special projects for Will Rogers Airport expansion project.

Resume for Robbie Kienzle

OKC NEIGHBORHOOD SERVICES DEPARTMENT

OCT 1998 TO APRIL 2001 FEDERAL PLANNING SPECIALIST-COMMUNITY DEVELOPMENT PROGRAMS

Coordinated neighborhood improvements that included parks, playgrounds, lighting, and signage projects. Notable projects: Oklahoma City Public Elementary School charette-style playground improvements, Anti-Graffiti/Mural Program at Elementary School sites, Lincoln Terrace Lighting, and other sidewalk and infrastructure improvements.

OKLAHOMA CITY'S METROPOLITAN AREA PROJECTS (MAPS)

MAR 1998 TO OCT 1998 PUBLIC ART CONSULTANT

Developed a Model Form Art Selection Process adopted by the Oklahoma City Arts Commission, MAPS Oversight Board and City Council. Coordinated the artist recruitment and selection process for the City's new MAPS Ballpark, Canal and Library projects.

DEWBERRY DESIGN GROUP-OKLAHOMA CITY OFFICE

MAY 1997 TO JUN 1998 ARCHITECTURE & ENGINEERING MARKETING COORDINATOR

Marketed the firm's A & E services. Dewberry is a top ENR-Engineering News Record firm with 28 offices worldwide. Worked with corporate design principal to secure high visibility projects worldwide. Coordinated all project photography sessions and oversaw design and production of all graphic materials that included slides, presentation boards, brochures, project binders, models and Power Points for client presentations, project interviews and new client cultivation.

CITY OF SHAWNEE OKLAHOMA

AUG 1996 TO MAY 1997 MAIN STREET PROGRAM MANAGER

Coordinated the district's Organization, Design, Promotion and Economic Restructuring programs. Managed the operations of the 501(c) 6 membership organization by working closely with district property and business owners, Board of Directors, numerous committees, State Department of Commerce's Main Street Program, City of Shawnee elected leaders, and Shawnee Chamber of Commerce and Economic Development Office.

AMERICAN INSTITUTE OF ARCHITECTS-CENTRAL OKLAHOMA CHAPTER

MAR 1994 THRU JUNE 1996 CHAPTER'S EXECUTIVE DIRECTOR & COMPONENT OFFICER

Served as managing principal for the professional organization. Developed state, regional, and national activities focused on promoting architecture and design through community involvement, education, advocacy, public outreach, member service and professional excellence.

ARTS COUNCIL OF OKLAHOMA CITY

MAY 1989 TO AUG 1993 VISUAL ARTS MANAGER AND DIRECTOR OF THE FESTIVAL OF THE ARTS

Worked with over 5,000 volunteers involved in over 50 committees to coordinate an annual six-day outdoor multi-arts event. The arts festival is one of the top outdoor events in the nation and annually serves an audience of over 750,000. Responsibilities: Recruitment, selection and contracting Visual Artists, Performing Artists, Food Vendors, Suppliers, and Contractors. Notable accomplishments: Improved plan for recruitment and visual artist selection and established a multi-year capital replacement plan. Other assignments related to summer community-wide concerts, and temporary public art exhibitions known as Phantom Galleries.

CERTIFICATIONS

JAN 2007 TO PRESENT NATIONAL DEVELOPMENT COUNCIL

ECONOMIC DEVELOPMENT FINANCE PROFESSIONAL (EDFP) CERTIFICATION

Series of four week-long individual sessions focused on business credit, real estate finance, loan packaging, negotiating and problem solving, and deal structuring.

Status: Completed

AUG 2000 TO PRESENT STATE OF OKLAHOMA

CERTIFIED PUBLIC MANAGER PROGRAM

237 required hours and 63 elective hours for local government managers.

Status: Completed

AUG 1993 TO DEC 1993 REAL ESTATE LICENSE COURSE

GORDON COOPER TECHNOLOGY CENTER

45-hour Oklahoma Real Estate Licensing Course

Status: Completed

Resume for Robbie Kienzle

EDUCATION

1987 TO 1989 LIBERAL STUDIES
UNIVERSITY OF CENTRAL OKLAHOMA, OKLAHOMA

1977 TO 1980 LIBERAL STUDIES
FULLERTON COMMUNITY COLLEGE, CALIFORNIA

1978 GRADUATION WITH HIGH HONORS ADVANCED PLACEMENT
BUENA PARK HIGH SCHOOL, CALIFORNIA EARLY GRADUATION

AWARDS AND HONORS

2018 CREATIVE PLACEMAKING AWARD - PASEO ARTS ORGANIZATION

2018 TWENTY YEAR RECOGNITION - CITY OF OKLAHOMA CITY

2001 GOVERNOR'S COMMENDATION - COMPLETION OF OKLAHOMA CERTIFIED PUBLIC MANAGER
EXECUTIVE DEVELOPMENT SERIES

COMMUNITY SERVICE

2020 TO PRESENT FRESH PAINT OKC NYE FOUNDING CO-CHAIR
FOR OPENING NIGHT NEW YEAR'S EVE EVENT, ARTS COUNCIL OKLAHOMA CITY
Recognizing emerging BIPOC mural artists through a competition sponsored by the NBA Thunder basketball team and the Arts Council OKC as part of New Year's Eve celebration.

2020 OKLAHOMA SCULPTURE SOCIETY
JUROR FOR STATEWIDE ANNUAL SHOW IN PASEO ARTS CENTER

2018 SPECTRUM OF POSSIBILITIES
CO-CHAIR FOR OKLAHOMA ARTS COUNCIL'S STATEWIDE ARTS CONFERENCE IN DOWNTOWN OKC

2017 OKLAHOMA PUBLIC ART NETWORK FOUNDING MEMBER

2014 TO 2019 VICE-CHAIR, PLANNING COMMISSION
CITY OF SHAWNEE, OKLAHOMA
Adoption of Comprehensive Plan with recommendations for 1% for Art Ordinance, Arts & Culture Commission, and Public Art Master Plan. The Shawnee City Council adopted the ordinance for the 1% for Art and creation of the Arts Commission in February 2021.

2012 TO PRESENT ALL ACCESS ARTS EDUCATION ADVISORY BOARD
ARTS COUNCIL OF OKLAHOMA CITY
Advisory role to develop non-profit arts education programs for pre-school through seniors in living centers.

2010 TO PRESENT CULTURAL DEVELOPMENT CORPORATION OF CENTRAL OKLAHOMA BOARD OF
DIRECTORS
Developers of the City's Cultural Plan, implementation of the Cultural Plan, and co-applicants with the City for NEA Our Town grant to undertake the public art master plan AMP UP OKC.

2008 TO 2015 URBAN LAND INSTITUTE ADVISORY BOARD

2007 TO 2009 YOUTH LEADERSHIP EXCHANGE BOARD MEMBER AND LEADERSHIP SKILLS CO-CHAIR

1998-CLASS XVII LEADERSHIP OKLAHOMA CITY GRADUATE

1994 TO PRESENT ANNUAL FESTIVAL OF THE ARTS COMMITTEE CO-CHAIR VARIOUS COMMITTEES
ARTS COUNCIL OF OKLAHOMA CITY

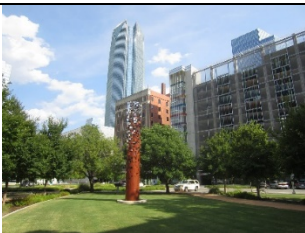
MEMBERSHIPS

AMERICANS FOR THE ARTS, OKLAHOMA VISUAL ARTS COALITION, OKLAHOMA CITY MUSEUM OF ART,
OKLAHOMA CONTEMPORARY, HONORARY MEMBER OF MIDTOWN ROTARY, URBAN LAND INSTITUTE

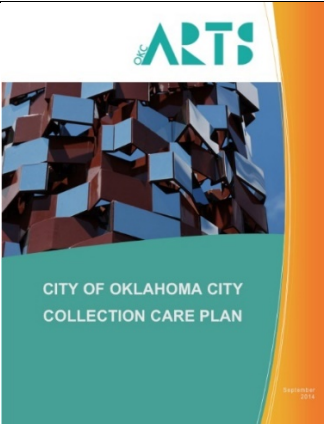
RESUME FOR ROBBIE KIENZLE
PROJECTS: ARTS & CULTURE

IMAGE	COMPLETION DATE/ROLE	TITLE/LOCATION	ARTISTS	AMOUNT
	1996 Advisory Committee	OKC National Memorial a National Park Service site in downtown OKC	Symbolic Outdoor Memorial by Hans and Torrey Butzer	\$10,000,000
	2002 Public Art Consultant	History of Bricktown at Chickasaw Bricktown Ballpark in OKC	Six Mosaic Panels depicting the History of Bricktown by Susan Morrison	\$43,747
	2002 Public Art Consultant	Inclined at Bricktown Canal in OKC	Heroic-size bronze sculpture by David Phelps	\$43,750
	2004 Public Art Consultant	Hope and Family at SSM Health in OKC	30' Stainless, Bronze, Glass sculpture by Archie Held	\$265,000
	2006 Arts Administrator	Oklahoma's Native Son at Will Rogers World Airport in OKC	Heroic-sized bronze sculpture by Harold Holden	\$165,000
	2006 Public Art Consultant	At Downtown Norick Library in OKC	Sandblasted Mirrored Acrylic by Kenneth Fredrick vonRoenn, Jr.	\$10,000

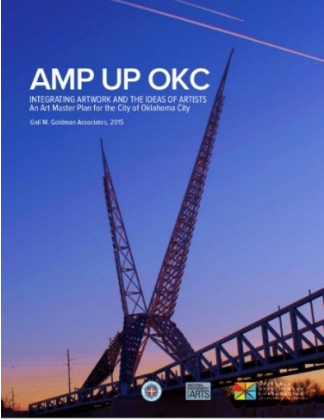
RESUME FOR ROBBIE KIENZLE

	2010 Implementation Co-Chair Oklahoma City's Cultural Plan	Strategies for Tomorrow	Cultural Plan for Oklahoma City	
	2011 Arts Administrator	Six Brownfields Program Art Frames	By Hugh Meade and Kyle Golding using recycled materials from Streets Division	\$10,000
	2011 Implementation Co-Chair Oklahoma City's Cultural Plan	ENERGIZE: Central Oklahoma Artists Do It Together Artist Support Study	Consultant Tom Borrup and Creative Community Builders	
	2012 Arts Administrator	Where Earth and Sky Meet at City Hall in OKC	26' tall powder coated steel sculpture by Phillip K. Smith III	\$150,000
	2012 Arts Administrator	Skydance Bridge on I-40 in OKC- one of the top 50 public artworks in the US-AFTA PAN	197' h X 380' w steel sculpture and pedestrian bridge over Interstate 40	\$3,566,066

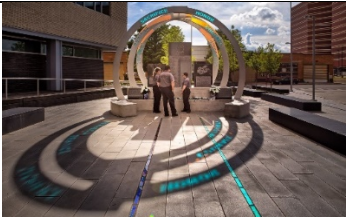
RESUME FOR ROBBIE KIENZLE

	2013 Advisory Committee/Imple- mentation Co- Chair OKC'S Cultural Plan	Community Arts Program Study: A Creative Approach to Community Building through the Arts	Consultant Diane Mataraza	
	2013 Arts Administrator	Compass Rose at Boathouse District in OKC	25' h mirrored steel structure by Owen Morrel	\$400,000
	2013 Arts Administrator	Oar Salute at Exchange Landing in OKC	20'h sculptural steel light by Stan Carroll	\$5,500
	2014 Arts Administrator	City of Oklahoma City Collection Care Plan	Consultant Debby Williams	
	2014 Public Art Consultant	Sanctuary at Norman Regional Hospital in Moore, OK	Prismatic and stainless steel sculpture by Brower Hatcher	\$300,000

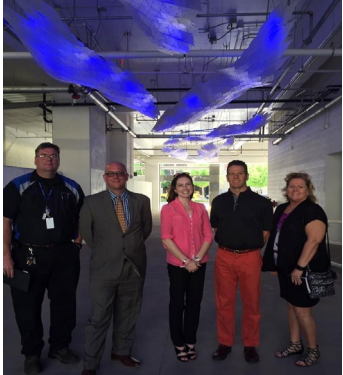
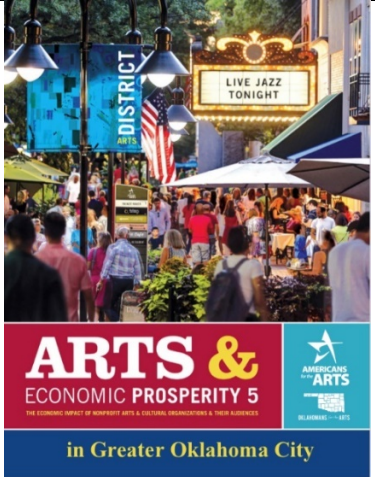
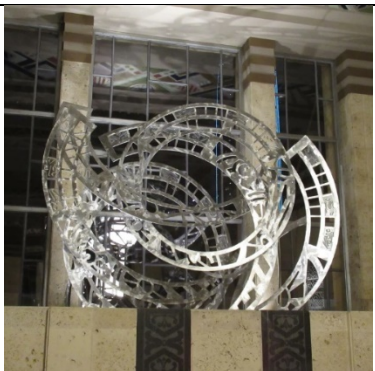
RESUME FOR ROBBIE KIENZLE

	2015 Arts Administrator Implementation Co-Chair Oklahoma City's Cultural Plan	AMP UP OKC Integrating Artwork and the Ideas of Artists An Art Master Plan for OKC	Consultant Gail M. Goldman Associates	
	2015 Arts Administrator	Curves and Swerves at Lincoln Golf Course Clubhouse in OKC	Suspended wood and poly sculpture by Paul Vexler	\$54,970
	2015 Arts Administrator	Kachina Dancers at Woodson Regional Soccer Complex in OKC	12'h Corten steel sculptures by Native Artist EM Reynolds	\$12,000
	2015 Arts Administrator	Donated Bison at Fire Station No. 26 in OKC	12'h Corten steel sculpture by Native Artist EM Reynolds	\$18,000
	2015 Arts Administrator	Donated Rooster for Helm Farm Playground in OKC	6'h Corten steel sculpture by Native Artist EM Reynolds	\$8,000

RESUME FOR ROBBIE KIENZLE

	2015 Arts Administrator	Donated Jumbled for Merrel Medley Park in OKC	4.5' h painted steel sculpture by Joe Slack (intern Avery Hanson pictured)	\$5,000
	2015 Arts Administrator	Sonic Gates for the Consolidated Rental Car Facility at Will Rogers World Airport in OKC	Vestibule installation incorporating sound and color by Christopher Janney	\$120,000
	2015 Arts Administrator	In Honor of the Fallen at the new Police HQ in OKC	Stainless steel and dichroic glass sculpture by Gordon Huether	\$207,500
	2016 Arts Administrator	SEED at Will Rogers Park Trails in OKC	Powder coated steel sculpture by Jonathon Hils	\$20,000

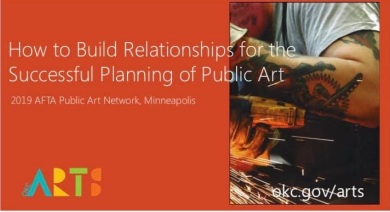
RESUME FOR ROBBIE KIENZLE

	2016 Arts Administrator	Small Talk About the Weather at the Arts District Parking Garage in OKC	Multi-media sculpture by Creative Machines (Blessing Hancock and Joe O'Connell)	\$185,000
	2016 Arts Administrator	Donated Turtle sculpture at Kitchen Lake Park in OKC	10'h Corten steel sculpture by Native Artist EM Reynolds	\$8,000
	2017 Implementation Co-Chair Oklahoma City's Cultural Plan	Arts & Economic Prosperity 5: The Economic Impact of Non- Profit Arts & Cultural Organizations & Their Audiences	Consultant Americans for the Arts	
	2017 Arts Administrator	Connectivity at the OKC Intermodal Transportation Hub	Stainless steel and dichroic glass sculpture by Marsh Scott	\$55,000

RESUME FOR ROBBIE KIENZLE

	2017 Arts Administrator	Out for a Swim 3-Dimensional mural at Sr. Wellness Center No. 1 in OKC	Expanded Poly-Styrene (EPS) Foam and Acrylic by Nick Bayer	\$19,000
	2017 Arts Administrator	Brothers in Arms at Military Park in OKC	Two 6'h bronze sculptures by Thomas Jay Warren	\$250,000
	2017 Art Administrator	Badge at Fire Station 23 in OKC	Integrated Steel Art Fence by Jonathon Hils	\$11,000
	2017 Art Administrator	FIRE:ESCAPE at Fire Station 21 in OKC	Integrated Steel and Gator Wood Art Fence by Laud Studio	\$15,706

RESUME FOR ROBBIE KIENZLE

	2017 Art Administrator	On the High Side at Lincoln Golf Course Clubroom in OKC	Acrylic Painting by Cindy Mason	\$4,000
	2018 Art Administrator	Fly On...Fly On mural at the Sheridan Walker Parking Garage in OKC	Acrylic and Spray Mural by Codak Smith	\$21,500
	2018 Co-Chair	Panchromatic Spectrum of Possibilities in OKC	Statewide Arts Conference	
	2019 Presenter Panelist	Americans for the Arts Public Art Network at the National Conference in Minneapolis, MN	How to Build Relationships for the Successful Planning of Public Art	

RESUME FOR ROBBIE KIENZLE

	2019 Arts Administrator	Soar at the Sr. Wellness Center No. 1 in OKC	Steel Art Panels by Jonathon Hils	\$42,000
	2019 Presenter Panelist	Quad State Regional American Planning Association Conference in Tulsa, OK	Public Art: The Secret Sauce in Community Revitalization	
	2019 Presenter Panelist	Quad State Regional American Planning Association Conference in Tulsa, OK	Social Media Engagement for Effective Planning: The Right Tool for the Right Job	
	2019 Arts Administrator	Windswept Wall at Fire Station No. 29 in OKC	Steel Integrated Art Fence by Brett McDanel	\$19,000
	2019 Arts Administrator	Crossroads of History at new Police Headquarters Lobby in OKC	Six framed oil paintings on archival matte board by Susan Morrison	\$25,000

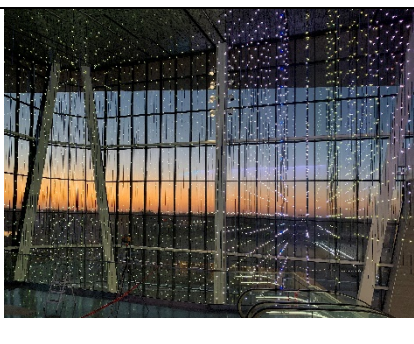
RESUME FOR ROBBIE KIENZLE

	2019 Arts Administrator	Justice Within at the new Municipal Courthouse in OKC	Five 8' high powder coated steel and text sculptures by BJ Krivanek & Joel Breux	\$114,000
	2019 Arts Administrator	Birds Watching OKC Lightning Thunder Dance Party on Classen Boulevard in OKC	660' long steel relief and acrylic paint mural on roadway "eyebrow" elevation by Joe Slack	\$32,000
	2019 Arts Administrator	OKC'S First Artist in Residence Program at City Hall	A One-Year Long Residency Studio with Erica Bonavida	
	2019 Arts Administrator	Donated OKC at Twilight at the James D. Couch Municipal Building in OKC	Photographic Images on Aluminum Panels by Carl Shortt	\$5,000

RESUME FOR ROBBIE KIENZLE

	2019 Arts Administrator	Public Art & Inclusion Bootcamp for Artists at Oklahoma Contemporary in OKC	Recruitment event for Artists attracting over 100 participants	
	2020 Arts Administrator	Floral Funky Flows I at Schilling Skate Park in OKC	Anti-Graffiti Murals by Brooke Rowland & Dylan Bradway	\$3,750
	2020 Arts Administrator	Floral Funky Flows II at Stars & Stripes Skate Park in OKC	Anti-Graffiti Murals by Brooke Rowland & Dylan Bradway	\$3,750
	2020 Arts Administrator	Virga at the Bennett Event Center on the Oklahoma State Fairgrounds in OKC	150' stainless steel and dynamic lighting ceiling hung sculpture by Cliff Virga	\$335,000

RESUME FOR ROBBIE KIENZLE

	2020 Arts Administrator	Royal Tones at the Jeltz Senior Center in OKC	Acrylic & Spray Mural by Markus Muse	\$25,000
	2021 Arts Administrator	Virtual Sky at the new Downtown Convention Center in OKC	Immersive light, titanium, aircraft cables and data by Susan Narduli	\$1,800,000
	2021 Arts Administrator	What is a City But for its People at the new Convention Center Parking Garage	DuoGard and steel cable pixelated skin wall design by Martin Donlin	\$234,000
TOTAL INVESTMENT IN PUBLIC ART				\$18,612,239



APPLICATION TO SERVE
Boards, Committees and Commissions

☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Tera Leigh</u>	Application Date: <u>3/17/2021</u>
Address: <u>1701 N Beard, Shawnee, OK 74804</u>	Date of Birth: <u>12/28/64</u>
Mailing Address: <u>same as above</u>	
Daytime Phone: <u>405-567-7797</u> Fax: _____	Email: <u>teraleigh@yahoo.com</u>
Profession: <u>Fulltime Artist, retired California Attorney</u>	
Business Name: <u>Tera Leigh</u>	
Business Address: <u>Same as above</u>	
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: _____

How many years have you lived in Shawnee? 3 total

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 ☒ Shawnee Arts and Culture Commission
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Why are you interested in serving on the Board/Committee/Commission selected above?

As an artist, with a background in intellectual property, I have an acute interest in public art. I have also served on the State's Leadership Art Commission in 2012, through which I received a specific education on how public art benefits a city, along with the process for procurement of public art.

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 a retired lawyer, I have an understanding of federal intellectual property laws and common law intellectual property rights. I have published three books on art through a major publishing house, and have appeared on TV shows such on HGTV and PBS for my art. In the past, I served on the Shawnee Main Street Board of Directors.

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

Ladies of Shawnee, I donate my art on a regular basis for fundraisers for schools and non-profits, and participate in charitable programs through my church.

List education, including degree(s) earned:

Juris Doctor, Western State University, Fullerton, California

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

Only in California, where I participated in the City City program for Whittier, California.

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? _____

If so, please explain:

I'm unwilling to share financial information without knowing why it is required.

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Kendi Horner, DVM	Friend	918-845-4122
John Iannarelli	Friend	623-910-0411
Sue Dick	Student / Friend	405-878-6539

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 Tera Leigh

Date 3/17/2021

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

Regular Board of Commissioners

19.

Meeting Date: 05/03/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a proposal with Atwood Law Firm for Municipal Judge services.

Attachments

Letter



ATWOOD LAW FIRM

April 30, 2021

Chance Allison
City Manager, City of Shawnee
16 West 9th Street
Shawnee, OK 74801

Re: City of Shawnee – Municipal Judge

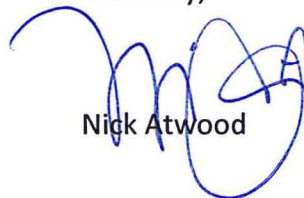
Dear City Manager Allison:

It is my pleasure to submit this letter proposal to continue serving as Municipal Judge for the City of Shawnee. As you know, I have been serving in this appointed position since December 2018. I greatly appreciate the opportunity to continue serving as Municipal Judge. Since my appointment to this position, I believe I have made positive impacts on the City's Court System and within our community.

In continuation with serving as the Municipal Judge, I propose that the City contract with me to provide the services as Municipal Judge at a billable hour rate of \$200.00 per hour. Each month I would submit an invoice for the services rendered and the City would pay the invoice within 30-days of receipt. Furthermore, I propose that we execute this agreement for a period of time pursuant to Chapter 12, Article II, Section 12-25 of the City Code.

If you have any questions or if you would like to discuss this matter further, please feel free to give me a call.

Sincerely,



Nick Atwood