

AMENDED
AGENDA
BOARD OF CITY COMMISSIONERS
January 18, 2022 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

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

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
2. Consider approval of Consent Agenda:
 - a. Minutes from the December 20, 2021 regular meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for December 2021
 - Project Payment Report for December 2021
 - Planning Commission Minutes from the December 1, 2021 regular meeting and the December 7, 2021 special call meeting
 - c. Acknowledge the resignation of Barbara “Bobbi” Gaglia from the Senior Citizens of Shawnee Board.
 - d. Mayor’s Appointments:

Senior Citizens of Shawnee Board
Sally “Sarah” Murphy 1st Partial Term Expires: July 1, 2024
Replaces Barbara “Bobbi” Gaglia – Resigned

Janice Orlauski 1st Partial Term Expires: July 1, 2023
Replaces Pam Robinson – Resigned

Jeanni Pruitt 1st Partial Term Expires: July 1, 2023

Replaces Wanda Hill – Resigned

Shawnee Arts and Culture Commission

---Tate Monroe 1st Partial Term Expires: May 1, 2024

Replaces Sha'kiya Morris – Resigned

Shawnee Urban Renewal Authority

Candida “Candi” Hurley 1st Partial Term Expires: February 2, 2023

Replaces Kay Wheeler – Resigned

Rachael Cole Yahola 1st Full Term Expires: February 2, 2025

Effective: February 2, 2022

Replaces Renee Wortham – Term Expired

Zoning Board of Adjustments

Dana Austin 1st Partial Term Expires: June 1, 2023

Replaces Sha'kiya Morris – Resigned

3. Presentation by Animal Control to present the Pet of the Week.
4. Presentation by Ray Poland, Oklahoma Municipal League (OML) Vice President, of the 25 Years of Service Award to Scott Killgore.
5. Consideration of a Professional Services Agreement with Freese and Nichols, Inc. for development of a Unified Development Code.
6. Consideration of an ordinance of the City of Shawnee, Oklahoma granting a non-exclusive permit to Clarity Telecom, LLC for the construction and operation of a cable system.
7. Public hearing and consideration of an ordinance to rezone property located at 1011 East Farrall Street from A-1 (Rural Agricultural District) to R-1 (Single Family Residential District). Case No. RZ01-22, Applicant: Paula Lauderdale.
8. Consideration of the following Budget Amendments for Fiscal Year 2021 – 2022:
 - a. Fund 001 General Fund – To appropriate revenue received from Insurance Recovery to fund Police Vehicle Repairs.
 - b. Fund 706 Gifts and Contributions – To appropriate donations received for the purchase of Police Body Cameras.
9. Acknowledge monthly Sales Tax and Budget Reports.
10. Administrative Reports
 - a. City Manager Update – Andrea Weckmueller-Behringer, City Manager

11. New Business

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

12. Commissioners Comments

13. 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)

Amended Regular Board of Commissioners**2. a.**

Meeting Date: 01/18/2022

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the December 20, 2021 regular meeting.

AttachmentsMinutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

DECEMBER 20, 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 in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, December 20, 2021 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 4:01 p.m. on December 16, 2021. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION Commissioner Flood

FLAG SALUTE

AGENDA ITEM NO. 1:

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

Mr. Rob Morris provided a handout to the Mayor and Commissioners. He spoke regarding, but not limited to, the following: a recent downtown fire and the Christmas parade.

Ms. LaDonna Jones Bryce yielded her time to Mr. Rob Morris.

Mr. Rob Morris spoke regarding, but not limited to, Mayor appointments, Agenda Item Nos. 9 and 12.

Mr. Steve Norwood, Chief Operating Officer for Red Rock Behavioral Health advised he would be available for any questions regarding Agenda Item No. 9.

Ms. Amy Camarata passed out a handout with three pictures of the kayak launch at Shawnee Twin Lakes No. 2. She requested that the Commission reject Agenda Item Nos. 8 and 12(b).

Mr. Wolf Gugler requested the Commission reject Agenda Item No. 8.

Mr. Dell Kerbs, State Representative, stated he works with the Oklahoma Pork Council. He challenged the Mayor and Commissioners to provide a ham to charity for a family in need during the holidays.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the December 6, 2021 Special Call and December 6, 2021 Regular meetings.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for November 2021
 - Project Payment Report for November 2021
 - Shawnee Parks and Recreation Committee Minutes from the August 12, 2021 regular meeting
 - Zoning Board of Adjustment Minutes from the August 19, 2021 regular meeting
 - Planning Commission Minutes from the November 3, 2021 regular meeting
- c. Acknowledge the resignation of Wanda Hill from the Senior Citizens of Shawnee Board.
- d. Acknowledge the resignation of Clif Harden from the Shawnee Community Beautification Committee.

e. Mayor's Appointments:

Planning Commission

Mindy Mew-Palmer 1st Partial Term Expires: June 1, 2024

Replaces Walter "Jay" Lester – Resigned

Shawnee Civic and Cultural Development Authority

Tim Barrick 3rd Full Term Expires: December 31, 2025

Reappointment

Shawnee Housing Authority

Holly Gordon 1st Full Term Expires: February 1, 2025

Reappointment

Mike Vorndran

2nd Full Term Expires: February 1, 2025

Reappointment

Traffic Commission

Reuben Peltier 2nd Full Term Expires: January 1, 2025

Reappointment

Jeanne Swinney

1st Partial Term Expires: January 1, 2024

Replaces Steve Reese – Resigned

- f. Acknowledge and approve a Collective Bargaining Agreement with International Union of Police Association (IUPA) Local No. 3 for Fiscal Year 2021-2022.
- g. Acknowledge and approve a Collective Bargaining Agreement with International Union of Police Association (IUPA) Local No. 3 for Fiscal Year 2022-2023.
- h. Acknowledge and approve a Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) Local No. 206 for Fiscal Year 2021-2022.
- i. Acknowledge and approve a Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) Local No. 206 for Fiscal Year 2022-2023.

- j. Acknowledge and approve a Memorandum of Understanding with International Association of Fire Fighters (IAFF) Local No. 206 for Fiscal Years 2021-2022 and 2022-2023.
- k. Consideration of the City Manager's hiring of Rian Harkins as Community Development Director.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve Consent Agenda Item Nos. 2(a-k). Motion carried 7-0.

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

AGENDA ITEM NO. 3:

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

There was no Pet of the Week.

AGENDA ITEM NO. 4:

Presentation by Randy Smith, Executive Vice President for Business and Administrative Services, Oklahoma Baptist University.

Mr. Randy Smith, Executive Vice President for Business and Administrative Services, Oklahoma Baptist University provided information regarding the Oklahoma Baptist University Authority. He explained how it was established and its purpose.

AGENDA ITEM NO. 5:

Consideration of Mayor's Appointment:

Oklahoma Baptist University Authority

Rachael Melot 1st Full Term Expires: December 21, 2027

Effective: January 1, 2022

Replaces Tom Terry – Termed Out

A motion was made by Mayor Bolt, seconded by Vice Mayor Rutherford, to approve the Mayor's appointment of Ms. Rachel Melot to the Oklahoma Baptist University Authority. Motion carried 7-0.

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

AGENDA ITEM NO. 6:

Consideration of a Final Plat of the Hyatt Addition, Section 4 subdivision, located near North Harrison Avenue and East 45th Street. Case No. PL06-21, Applicant: Richard Whitecotton for Cotton Homes, LLC.

City Planner Rachel Clyne provided a Staff report. Ms. Clyne advised the Planning Commission and Staff recommended approval.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve a Final Plat of the Hyatt Addition, Section 4 subdivision, located near North Harrison Avenue and East 45th Street. Motion carried 7-0.

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

AGENDA ITEM NO. 7:

Consideration of a Final Plat for Wolverine Industrial Park subdivision, located west of North Harrison Avenue on Wolverine Road. Case No. PL07-21, Applicant: Stephen Landes for Landes Engineering, LLC.

City Planner Rachel Clyne provided a Staff report. Ms. Clyne advised the Planning Commission and Staff recommended approval.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve a Final Plat for Wolverine Industrial Park subdivision, located west of North Harrison Avenue on Wolverine Road. Motion carried 7-0.

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

AGENDA ITEM NO. 8:

Public hearing and consideration of an ordinance to rezone property located at 15413 Nickens Road from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with LPZ (Lake Protection Zone) overlay and a CUP (Conditional Use Permit) for the purpose of operating a Bed and Breakfast/Airbnb. Case No. CUP03-21, Applicants: Zachary and Jennifer Grinnell and Sheri and Greg Rhodes.

City Planner Rachel Clyne provided a Staff report. Ms. Clyne advised that the Planning Commission and Staff recommend denial of the request as City code does not currently allow for this type of request. The property is subject to a lake lot lease. The lease does not allow for properties to be sublet.

Mayor Bolt declared a public hearing in session to consider an ordinance rezoning property located at 15413 Nickens Road from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with LPZ (Lake Protection Zone) overlay and a CUP (Conditional Use Permit). No one appeared in favor of said rezoning. Mr. Jay Murphy appeared against said rezoning. The public hearing was closed.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to deny the application to rezone property located at 15413 Nickens Road from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with LPZ (Lake Protection Zone) overlay and a CUP (Conditional Use Permit). Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 9:

Public hearing and consideration of an ordinance to rezone property located at 1420 North Harrison Avenue from R-3 (Multi-Family Residential District) to C-3 (Commercial Highway District) with a PUD (Planned Unit Development) for the purpose of an Adult Crisis and Urgent Recovery Clinic. Case No. PUD02-21, Applicant: Terry Pollack for STP Solutions, Inc.

City Planner Rachel Clyne provided a Staff report. Ms. Clyne advised the Planning Commission and Staff recommended approval.

Mayor Bolt declared a public hearing in session to consider an ordinance rezoning property located at 1420 North Harrison Avenue from R-3 (Multi-Family Residential District) to C-3 (Commercial Highway District) with a PUD (Planned Unit Development). Mr. Terry Pollock, Ms. Nelmon Brauning, and Mr. Steve Norwood appeared in favor of said rezoning. Mr. Rob Morris appeared against said rezoning. Ms. LaDonna Bryce asked what counties the facility would primarily be serving. The public hearing was closed.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve the ordinance rezoning property located at 1420 North Harrison Avenue from R-3 (Multi-Family Residential District) to C-3 (Commercial Highway District) with a PUD (Planned Unit Development).

Ordinance No. 2737NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: BEGINNING 151.15 FEET NORTH OF THE SE CORNER OF BLOCK 4 YATES ADDITION TO CITY OF SHAWNEE, THENCE WEST 150 FEET; THENCE NORTH 151.15 FEET; THENCE EAST TO THE WEST SIDE OF HARRISON AVENUE; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT TO PLACE OF BEGINNING, FROM ZONING CLASSIFICATION R-3 (MULTI-FAMILY RESIDENTIAL DISTRICT) TO C-3 (COMMERCIAL HIGHWAY DISTRICT) WITH A PUD (PLANNED UNIT DEVELOPMENT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 5-2.

AYE: Matthews, Flood, Bolt, Rutherford, Engles

NAY: Sehorn, Salter

Ordinance No. 2737NS was adopted by the City Commission.

AGENDA ITEM NO. 10:

Consideration of an ordinance creating, amending, and providing for repealer of certain portions of Chapter 8, Article VI (Businesses, Permits and Licenses; Residential (Garage/Yard) Sales), of the Code of Ordinances of the City of Shawnee; providing for severability; and declaring an emergency.

City Attorney Joe Vorndran provided a Staff report.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve the ordinance creating, amending, and providing for repealer of certain portions of Chapter 8, Article VI (Businesses, Permits and Licenses; Residential (Garage/Yard) Sales), of the Code of Ordinances of the City of Shawnee; providing for severability.

Ordinance No. 2738NS was introduced.

AN ORDINANCE CREATING, AMENDING, AND PROVIDING FOR REPEALER OF CERTAIN PORTIONS OF CHAPTER 8, ARTICLE VI (BUSINESSES, PERMITS AND LICENSES; RESIDENTIAL SALES), OF THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

Motion carried 7-0.

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

Ordinance No. 2738NS was adopted by the City Commission.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to approve the emergency clause relating to Ordinance No. 2738NS.
Motion carried 7-0.

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

AGENDA ITEM NO. 11:

Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma that repeals certain fees associated with Residential (Garage/Yard) Sales; and providing for the re-adoption of the City Fee Schedule in whole.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma that repeals certain fees associated with Residential (Garage/Yard) Sales; and providing for the re-adoption of the City Fee Schedule in whole.

Resolution No. 6649 was introduced.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA THAT REPEALS CERTAIN FEES ASSOCIATED WITH RESIDENTIAL SALES; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

Motion carried 7-0.

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

NAY: None

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
(7:17 p.m.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (7:22 p.m.)

AGENDA ITEM NO. 12:

Consideration of the following Budget Amendments for Fiscal Year 2021 – 2022:

- a. Fund 001 General Fund – For adjustments associated with Fiscal Year 2022 Union Agreements and Community Development department adjustments.
- b. Fund 001 General Fund – To fund projects (Uniform Development Code, Kayak area improvements, Mausoleum Restoration), previously approved tractor purchase, Union Contract Bonuses.

Assistant Finance Director Jacob Bussell provided a Staff report. Mr. Bussell answered questions from the Mayor and Commissioners.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve the budget amendments for Fiscal Year 2021-2022. Motion carried 7-0.

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

AGENDA ITEM NO. 13: Acknowledge monthly Sales Tax and Budget Reports.

Assistant Finance Director Jacob Bussell reported sales tax is up \$1,752,755.00, or 16.34%, over the projected budget year-to-date. He stated that use tax collections are up approximately \$282,242.00, or 22.54%, over the projected budget year-to-date.

AGENDA ITEM NO. 14: Administrative Report

- a. City Manager Update – Andrea Weckmueller-Behringer, City Manager

City Manager Andrea Weckmueller-Behringer provided a presentation regarding the kayak area improvements on the Shawnee Twin Lakes. She spoke regarding the donations, potential locations and anticipated timeline.

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 Mayor and Commissioners wished everyone a Merry Christmas.

Commissioner Matthews advised he will accept Mr. Kerbs' challenge to provide a ham to a charitable organization.

Commissioner Engles advised that the presentations provided answers to her questions. She asked everyone to shop local for the holidays.

Commissioner Sehorn stated that he believes the kayak dock needs to be finished.

Mayor Bolt stated that when someone sends an email to the Mayor and Commissioners, that they cannot respond as it may violate the Open Meetings Act. He requested that any emails be sent separately to the Mayor and Commissioners. That will allow them to respond with risking violating of the Open Meetings Act.

AGENDA ITEM NO. 17:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:45 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Amended Regular Board of Commissioners**2. b.**

Meeting Date: 01/18/2022

Reports & Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for December 2021
- Project Payment Report for December 2021
- Planning Commission Minutes from the December 1, 2021 regular meeting and the December 7, 2021 special call meeting

Attachments

License Payment Report

Project Payment Report

Planning Commission Minutes 12/01/2021

Planning Commission Minutes 12/07/2021



Entity Payment Report

12/01/2021 - 12/31/2021

Payment Date	Name	Payment Type	Receipt #	Payment Amount
12/30/2021	753 LLC	Cash	894	1,500.00
12/30/2021	Kristina Watson	Cash	893	15.00
12/30/2021	POT COMPANY, INC	Cash	892	1,500.00
12/30/2021	WELDON RATCLIFF	Check	891	15.00
12/30/2021	MIKE KIESEL A/C & HTG CO	Check	889	75.00
12/30/2021	INSIGNIA SIGNS LLC	IBX CC	890	75.00
12/29/2021	JOSEPH & LETA ROSTOCHIL	Check	888	761.00
12/29/2021	FRAMERS ELECTRIC	Check	887	75.00
12/28/2021	SPENCER HEAT & AIR LLC	Check	886	75.00
12/27/2021	JOE & CHERYL COWDEN	Check	885	15.00
12/27/2021	MCSPADDEN BOOK BINDERY LLC	Check	884	15.00
12/27/2021	MICHAEL KENSELL	Check	883	761.00
12/27/2021	CASEY & THERESA KING	Check	882	15.00
12/27/2021	LENDNATION	Check	881	15.00
12/27/2021	QUALITY LAWN & TURF CONTROL	Check	880	25.00
12/27/2021	JD PLUMBING	Check	879	100.00
12/27/2021	PREFERRED SHELTERS, LLC	IBX CC	878	75.00
12/22/2021	I-40 SDI LLC dba SONIC DRIVE IN	Check	877	15.00
12/22/2021	SHAWNEE 45TH & HARRISON SDI LLC dba SONIC DRIVE IN	Check	876	15.00

12/22/2021	M & J CONTRACTORS LLC	Check	875	75.00
12/20/2021	DIANNA JONES OR RUSSELL B JONES	Cash	869	746.00
12/20/2021	HARRISON SHAWNEE SDI INC dba SONIC DRIVE IN	Check	874	15.00
12/20/2021	KICKAPOO SHAWNEE SDI INC dba SONIC DRIVE IN	Check	873	15.00
12/20/2021	DEBBIE SIMONSON	Check	872	15.00
12/20/2021	LYNDAL K KELLOGG	Check	871	15.00
12/20/2021	CJM HEATING AND AIRCONDITIONING LLC	IBX CC	870	100.00
12/17/2021	AIR FORCE 1 A/C & HTG, LLC	Check	868	75.00
12/17/2021	DANNY YORT	Cash	867	15.00
12/17/2021	DANNY YORT	Cash	866	15.00
12/17/2021	DANNY YORT	Cash	865	15.00
12/16/2021	STACIE BROWN	Check	864	15.00
12/16/2021	JOHN & JASON HAYS	Check	863	761.00
12/15/2021	RELAJATE, LLC	IBX CC	862	1,500.00
12/15/2021	RELAJATE, LLC	IBX CC	861	1,500.00
12/15/2021	LUCKY DAY HVAC	IBX CC	859	75.00
12/14/2021	CLASSIC PLUMBING LLC	Check	857	100.00
12/14/2021	UNITED DYNAMICS, INC	Check	856	25.00
12/14/2021	RETHFORD ELECTRIC	Check	855	75.00
12/14/2021	S & S FARM CENTER	Check	854	15.00
12/14/2021	TERRY'S AMERICAN HVAC, INC	Check	853	75.00
12/14/2021	MARC JONES CONSTRUCTION, LLC	IBX CC	858	100.00

12/14/2021	HOUSE OF HINTS	IBX CC	852	50.00
12/13/2021	BARBARA COCHRANE & PAMELA GRIFFIN	Check	851	761.00
12/13/2021	KNIGHT LANDSCAPING SERVICES	Cash	850	25.00
12/13/2021	BRAUN RENOVATIONS	IBX CC	849	100.00
12/13/2021	BRAD'S PLUMBING	IBX CC	848	75.00
12/13/2021	AC SERVICE PLUS LLC	IBX CC	847	100.00
12/10/2021	STEVEN GERARDS	Check	846	15.00
12/10/2021	PLUMBING CONNECTION, LLC	IBX CC	845	100.00
12/9/2021	SIGNET GROUP SERVICES	Check	844	15.00
12/9/2021	MIDWEST WRECKING	Check	843	75.00
12/9/2021	ANDREW MINNIGH, DDS, PLLC	Check	842	50.00
12/8/2021	LAKESHORE LODGE	Check	841	746.00
12/8/2021	RED BONE ELECTRIC	IBX CC	840	75.00
12/8/2021	BACA'S ELECTRIC	IBX CC	839	100.00
12/8/2021	BLISS ELECTRIC	IBX CC	838	100.00
12/7/2021	DENNIS ELECTRIC	Check	836	100.00
12/7/2021		Check	835	75.00
12/7/2021	METRO HVAC	IBX CC	837	75.00
12/6/2021	ROTO-ROOTER	Check	834	75.00
12/6/2021	SIGNS & WONDERS, LLC	Check	833	75.00
12/6/2021	DELCO ELECTRIC	Check	832	75.00
12/6/2021	ENVIRONMENTAL WORKS, INC	Check	831	75.00
12/6/2021	JULIE MARKS BLACKSTONE	Check	830	15.00
12/6/2021	CECILIA ENGEL & BENJAMIN D'AMICO	Check	829	746.00
12/3/2021	TOM HENNIGH	Cash	828	15.00

12/3/2021	CDL ELECTRIC COMPANY, INC	Check	827	75.00
12/3/2021	GENERAL LIGHTING & SIGN	Check	826	75.00
12/3/2021	SELECT SERVICE ELECTRIC	IBX CC	825	75.00
12/1/2021	BONRAY REAL ESTATE, LLC	Check	824	15.00
12/1/2021	HARDESTY TEAM	Check	823	75.00
12/1/2021	HARDESTY TEAM	Check	822	75.00
12/1/2021	JACY NGUYEN	Check	821	15.00
12/1/2021	PELTIER LAWN SERVICE, INC	Check	820	25.00
12/1/2021	ROOTS DISPENSARY CORP	Cash	818	1,500.00
12/1/2021	ALPHAGRAFFIX INC	IBX CC	819	75.00
				16,202.00

Total Records: 76

1/3/2022



Monthly - City Clerk

12/01/2021 - 12/31/2021

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20211120	12/13/2021	B - Commercial - New	201 N KICKAPOO	GEORGE'S TIRE SHOP	NEW CONSTRUCTION	95,000	2,800	\$704.50
20211111	12/9/2021	B - Commercial - New	1420 N HARRISON	AC OWEN CONSTRUCTION	NEW CONSTRUCTION	2,000,000	9,923	\$3,310.25
20211095	12/6/2021	B - Commercial - New	2323 N HARRISON AVE	U-HAUL COMPANY	NEW CONSTRUCTION	1,000,000	10,667	\$2,671.25
20211152	12/21/2021	B - Commercial - Remodel	300 N LOUISA AVE	EAGLE VISION CONSTRUCTION	REMODEL	48,000	1,000	\$254.50
20211151	12/21/2021	B - Commercial - Remodel	4901 N KICKAPOO AVE	WYNN CONSTRUCTION CO	REMODEL	3,000,000	50,000	\$12,504.50
20211144	12/17/2021	B - Commercial - Remodel	4848 N KICKAPOO AVE	KEVIN SCHULZE	REMODEL	0	3,341	\$839.75
20211136	12/16/2021	B - Commercial - Remodel	115 S BELL	KARLA JENNINGS	REMODEL	0	0	\$29.50
20211104	12/8/2021	B - Commercial - Remodel	4797 N HARRISON AVE	Ashton Gray	Dental Office	300,000	3,044	\$761.00
20211143	12/17/2021	B - Residential - Add On	32009 HORNBECK RD	TERESA ROE	NEW CONSTRUCTION	0	0	\$29.50
20211083	12/1/2021	B - Residential - Add On	431 S LEO	GLEN WELCH	ADD ON	6,500	192	\$45.30
20211241	12/29/2021	B - Residential - Remodel	1119 W DEWEY ST	WAYNE MCGUIRE	REMODEL	10,000	315	\$71.44
20211159	12/27/2021	B - Residential - Remodel	750 W MACARTHUR ST	CHUCK HARBERT CONSTRUCTION	REPAIR	5,000	0	\$29.50

20211156	12/27/2021	B - Residential - Remodel	1015 N POTTENGER	GARRETT ROSE	ROOF REMODEL	0	0	\$54.50
20211150	12/27/2021	B - Residential - Remodel	1414 LAVERNE AVE	COPPER SPRINGS @ BETHEL ACRES, LLC	REMODEL	35,000	936	\$203.40
20211131	12/15/2021	B - Residential - Remodel	2244 n Dorothy	GARRETT ROSE	ROOF REMODEL	0	0	\$54.50
20211105	12/8/2021	B - Residential - Remodel	1134 E FAY ST	SOLO LOBO LLC	REMODEL	15,000	1,000	\$217.00
20211100	12/7/2021	B - Residential - Remodel	517 TRIBALWAY DR	KEITH SHAW CMS, INC	REMODEL	77,700	1,178	\$254.83
20211090	12/3/2021	B - Residential - Remodel	1 FRANKLIN CIRCLE	MIKE CHRISTIAN	REMODEL	33,000	344	\$77.60
20211117	12/13/2021	B - Roof Redeck	811 W 39TH ST	GARRETT ROSE	REDECK	13,000	2,000	\$50.00
20211142	12/17/2021	B - Solar Panels	1342 E WHITAKER ST	DAYBREAK SOLAR	NEW INSTALLATION	41,000	413	\$92.26
20211154	12/22/2021	B - Storm Shelter	1504 N OKLAHOMA	ROSALYN KALMAR	NEW INSTALLATION	4,400	28	\$29.50
20211112	12/10/2021	B - Storm Shelter	220 N TUCKER	Lynn Goodson	inground storm shelter	3,572	0	\$29.50
20211085	12/2/2021	B - Storm Shelter	2728 LEGACY PL	JAMES T DAVIS	NEW INSTALLATION	4,034	18	\$29.50
20211240	12/29/2021	E - Electrical	718 1/2 N HOBSON AVE	SHAWNEE ELECTRIC INC	REMODEL	0	0	\$54.50
20211238	12/28/2021	E - Electrical	101 W 10TH ST	SHAWNEE ELECTRIC, INC	REPLACE/REPAIR	0	0	\$54.50
20211137	12/16/2021	E - Electrical	1511 E 7TH ST	RODGERS ELECTRIC	REMODEL	0	0	\$54.50
20211132	12/15/2021	E - Electrical	1605 N PARK	ALL PHASE ELECTRIC	100 AMP SERVICE UPGRADE	0	0	\$54.50
20211116	12/13/2021	E - Electrical	420 N TUCKER AVE	BRAUN RENOVATIONS	REMODEL	0	0	\$54.50
20211109	12/9/2021	E - Electrical	1 FRANKLIN CIRCLE	M & J CONTRACTORS, LLC	REMODEL	0	0	\$54.50
20211108	12/9/2021	E - Electrical	517 N MEAD AVE	BACA'S ELECTRIC	REMODEL	0	0	\$54.50
20211101	12/7/2021	E - Electrical	1801 N PARK	BLISS ELECTRIC, INC	REPAIR	0	0	\$54.50

20211099	12/7/2021	E - Electrical	3701 N KICKAPOO AVE	RED BONE ELECTRIC	REMODEL	0	0	\$54.50
20211098	12/7/2021	E - Electrical	1134 E FAY ST	DENNIS ELECTRIC	REMODEL	0	0	\$54.50
20211091	12/3/2021	E - Electrical	4204 N HARRISON AVE	SELECT SERVICE ELECTRIC	REPAIR - MAIN BREAKER	0	0	\$54.50
20211086	12/3/2021	E - Electrical	2202 N AIRPORT DR	HOMETOWN FULL SERVICE ELECTRIC	NEW INSTALLATION	0	0	\$54.50
20211084	12/2/2021	E - Electrical	517 TRIBALWAY DR	KB ELECTRIC, LLC	REMODEL	0	0	\$54.50
20211080	12/1/2021	E - Electrical	42400 GARRETTS LAKE RD 210	MARSH ELECTRIC	NEW SERVICE	0	0	\$54.50
20211236	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$54.50
20211235	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$42.00
20211234	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$42.00
20211233	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211232	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211231	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211230	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211229	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$129.50
20211228	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211227	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211226	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211225	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211224	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211223	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211222	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00

20211221	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$79.50
20211220	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211219	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211218	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211217	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211216	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211215	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211214	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211213	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$79.50
20211212	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$54.50
20211211	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$54.50
20211210	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211209	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211208	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211207	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211206	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211205	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$54.50
20211204	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211203	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211202	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211201	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211200	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00

20211199	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211198	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211197	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$79.50
20211196	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211195	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211194	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211193	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211192	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211191	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211190	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211189	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$79.50
20211188	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211187	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211186	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211185	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211184	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211183	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211182	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211181	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$54.50
20211180	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$54.50
20211179	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$54.50
20211178	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$54.50

20211177	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211176	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$54.50
20211175	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$54.50
20211174	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211173	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$54.50
20211172	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$54.50
20211171	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$54.50
20211170	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211169	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211168	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211167	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211166	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211165	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211164	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$54.50
20211163	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$42.00
20211162	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$67.00
20211161	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$129.50
20211160	12/27/2021	M - Mechanical	20 E 9TH ST	GATLIN HEAT & AIR	CHANGE OUT	0	0	\$129.50
20211155	12/27/2021	M - Mechanical	1605 N PARK	AMERICAN AIR CONDITION & HEATING & ELECTRIC	NEW INSTALL	0	0	\$42.00
20211153	12/22/2021	M - Mechanical	1933 N MINNESOTA	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$92.00
20211149	12/20/2021	M - Mechanical	1805 N PARK	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$79.50
20211147	12/20/2021	M - Mechanical	1414 N KENNEDY AVE	CJM HEATING AND AIR	REMODEL / CHANGE OUT	0	0	\$79.50

				CONDITIONING LLC				
20211133	12/16/2021	M - Mechanical	1134 E FAY ST	LUCKY DAY HVAC	REMODEL	0	0	\$54.50
20211124	12/14/2021	M - Mechanical	517 N MEAD AVE	LUCKY DAYS HVAC	CHANGE OUT	0	0	\$79.50
20211119	12/13/2021	M - Mechanical	1709 PECAN CROSSING	SUNBELT HEATING AND AIR CONDITIONING, INC	CHANGE OUT	0	0	\$104.50
20211094	12/6/2021	M - Mechanical	1420 RICKEY RD	LOVES HVAC	CHANGE OUT	0	0	\$79.50
20211093	12/6/2021	M - Mechanical	517 TRIBALWAY DR	SUNBELT HEATING AND AIR CONDITIONING, INC	REPAIR	0	0	\$54.50
20211237	12/27/2021	O - Curb Cut, Driveway and Sidewalk	2130 W BENEDICT	FREDDIE WHITE	NEW INSTALLATION	0	0	\$50.00
20211239	12/29/2021	O - Demolition and Moving	2221 N IONE ST	K & M WRECKING	DEMOLITION	0	0	\$50.00
20211158	12/27/2021	O - Demolition and Moving	801 W FRANKLIN	K & M WRECKING	DEMOLITION	0	0	\$50.00
20211157	12/27/2021	O - Demolition and Moving	2104 N DOROTHY AVE	K & M WRECKING	DEMOLITION	0	0	\$50.00
20211123	12/13/2021	O - Demolition and Moving	2232 N DOROTHY	K & M WRECKING	DEMOLITION	0	0	\$50.00
20211122	12/13/2021	O - Demolition and Moving	2218 N DOROTHY AVE	K & M WRECKING	DEMOLITION	0	0	\$50.00
20211121	12/13/2021	O - Demolition and Moving	2220 N DOROTHY AVE	K & M WRECKING	DEMOLITION	0	0	\$50.00
20211096	12/6/2021	O - Demolition and Moving	1604 N MARKET	BLACKSTONE SERVICES LLC	DEMOLITION	0	0	\$50.00
20211242	12/30/2021	O - Paving Cut and Boring	1329 E 45TH ST	GW UTILITIES	ROAD BORE	0	0	

20211141	12/17/2021	O - Paving Cut and Boring	312 N HARRISON AVE	CODE RED UNDERGROUND	ROAD BORE	0	0	
20211140	12/17/2021	O - Paving Cut and Boring	201 N BROADWAY	CODE RED UNDERGROUND	ROAD BORE	0	0	
20211139	12/17/2021	O - Paving Cut and Boring	4409 N KICKAPOO AVE Suites	CODE RED UNDERGROUND	ROAD BORE	0	0	
20211138	12/15/2021	O - Paving Cut and Boring	8000 N HARRISON AVE	CODE RED UNDERGROUND	ROAD BORE	0	0	
20211130	12/14/2021	O - Paving Cut and Boring	2221 N IONE ST	B & H CONSTRUCTION	ROAD BORE	0	0	
20211129	12/14/2021	O - Paving Cut and Boring	416 N BROADWAY	GW UTILITY CONSTRUCTION	ROAD BORE	0	0	
20211128	12/14/2021	O - Paving Cut and Boring	2025 S GORDON COOPER DR	GW UTILITY CONSTRUCTION	ROAD BORE	0	0	
20211127	12/14/2021	O - Sign	4420 N KICKAPOO AVE STE 800	SMART SIGNS, LLC	NEW INSTALLATION	4,800	40	\$50.00
20211114	12/10/2021	O - Sign	301 N OKLAHOMA AVE	LUMBERJACK JOHNSON'S AXE THROWING	WALL SIGN	35	102	\$50.00
20211097	12/7/2021	O - Sign	211 W MAIN ST	LNS SIGNS, INC	REPLACE EXISTING	10,000	88	\$50.00
20211082	12/1/2021	O - Sign	124 N BELL	ROBERT SPERGHT	NEW INSTALLATION	0	16	\$50.00
20211148	12/20/2021	P - Plumbing	1306 E INDEPENDENCE ST	CS PLUMBING	REPACE	0	0	\$54.50
20211146	12/20/2021	P - Plumbing	26 E MIDLAND ST	COWBOYS PLUMBING	REPAIR	0	0	\$54.50
20211145	12/17/2021	P - Plumbing	327 N POTTENGER AVE	DALES PLUMBING	REPAIR	0	0	\$54.50
20211135	12/16/2021	P - Plumbing	301 S KENNEDY	CS Plumbing	REPAIR	0	0	\$54.50
20211134	12/16/2021	P - Plumbing	1601 N KICKAPOO STE 500	CS Plumbing	REMODEL	0	0	\$54.50
20211126	12/14/2021	P - Plumbing	3701 N KICKAPOO AVE	CALSSIC PLUMBING LLC	REMODEL	0	0	\$54.50

20211125	12/14/2021	P - Plumbing	7901 N KICKAPOO	AQUA PLUMBING SERVICES	REPAIR	0	0	\$54.50
20211118	12/13/2021	P - Plumbing	1308 LAVERNE	STANLEY PLUMBING SERVICES	NEW	0	0	\$54.50
20211115	12/13/2021	P - Plumbing	4799 N HARRISON AVE	BRAD'S PLUMBING LLC	REMODEL	0	0	\$54.50
20211113	12/10/2021	P - Plumbing	1414 N KENNEDY AVE	PLUMBING CONNECTION, LLC	REMODEL	0	0	\$54.50
20211110	12/9/2021	P - Plumbing	1 FRANKLIN CIRCLE	M & J CONTRACTORS, LLC	REMODEL	0	0	\$54.50
20211107	12/9/2021	P - Plumbing	718 1/2 N HOBSON AVE	VIP PLUMBING	REMODEL	0	0	\$54.50
20211106	12/8/2021	P - Plumbing	3908 N POTTENGER	DALE'S PLUMBING	REPAIR	0	0	\$54.50
20211103	12/7/2021	P - Plumbing	1428 N MARKET AVE	JIMMY B QUICK PLUMBING	REPAIR	0	0	\$54.50
20211102	12/7/2021	P - Plumbing	311 TRADITIONAL WAY	JIMMY'S PLUMBING	REPAIR	0	0	\$54.50
20211092	12/6/2021	P - Plumbing	19 W FRANKLIN	VETERAN PLUMBING SERVICES LLC	REPLACE	0	0	\$54.50
20211089	12/3/2021	P - Plumbing	7901 N KICKAPOO	DALE'S PLUMBING	REPAIR	0	0	\$54.50
20211088	12/3/2021	P - Plumbing	903 W 39TH ST	DALE'S PLUMBING	REPAIR	0	0	\$54.50
20211087	12/3/2021	P - Plumbing	323 N PHILADELPHIA	DALE'S PLUMBING	REPAIR	0	0	\$54.50
20211079	12/1/2021	P - Plumbing	1128 N BROADWAY AVE	DALE'S PLUMBING	REPAIR	0	0	\$54.50
								\$30,608.58

Total Records: 163

1/3/2022

REGULAR PLANNING COMMISSION MINUTES

DATE: December 1, 2021

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on December 1, 2021, at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

Item 1. Roll Call

The following Commissioners were present:

Present: Walker, Johnson, Deem, Reese

Absent: Loftis-Walton, Rowell

Chair Deem called the meeting to order. City Planner, Rachel Clyne, called roll and stated there was a quorum. Chair Deem announced and introduced the new Planning Commissioner, Steve Reese.

Item 2. Approval of Minutes

Consideration of approval of the minutes from the regular meeting of November 3, 2021. Chair Deem asked the Planning Commissioners if there were questions or corrections to the minutes.

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

Motion passed 4-0-0.

Aye: Walker, Johnson, Deem, Reese

Nay: None

Abstain: None

Item 3. CUP03-21

Public hearing and consideration of a request for a zoning clarification and Conditional Use Permit (CUP) at 15413 Nickens to operate a Bed & Breakfast/Airbnb.

Case No. CUP03-21, Applicants: Grinnell and Rhodes families

Chairperson Deem asked for a staff report. Planner Clyne provided background information on the application request. At the September 1, 2021 regular meeting of the Shawnee Planning Commission, this application was recommended for deferral to the October 13, 2021 Planning Commission to gather more information on short-term rentals. At the September 14, 2021 City Commission meeting the application was deferred to the October 13, 2021 Planning Commission meeting. Due to a lack of a quorum, there was no Planning Commission meeting on October 13, 2021.

Without the October 13, 2021 meeting, notification of a public hearing of the application previously submitted was set for the December 1, 2021 Planning Commission meeting. At the December 1st Planning Commission meeting, staff explained that the subject property has a lake lot lease, which states the property shall not be sublet. The application should not have accepted and processed as approval is not possible. Planning staff recommended the Planning Commission recommend denial of Case No. CUP03-21

Staff recommended that the Planning Commission recommend to the City Commission DENIAL of CUP03-21, for a Conditional Use Permit (CUP) at 15413 Nickens to operate a Bed & Breakfast/Airbnb.

Chair Deem open the public hearing. Rob Morris and Gary Rhodes expressed displeasure with the processing of the application. With no other speakers, the public hearing was closed.

Commissioner Walker made a motion to recommend DENIAL of Case No. CUP03-21 to the City Commission, which was seconded by Commissioner Deem. Following any discussion, the motion passed 4-0-0.

Aye: Walker, Johnson, Deem, Reese
Nay: None
Abstain: None

It was announced the item would be heard at the December 20, 2021 City Commission meeting.

Item 4. PUD02-21 Public hearing and consideration of a request rezoning and a
Planned Unit Development located at 1420 N. Harrison Avenue.
Case No. PUD02-21, Applicant: Terry Pollack, STP Solutions, Inc.

Chairperson Deem asked for a staff report. Planner Clyne provided information on the rezoning request for property is located at 1420 N. Harrison Avenue, which is southwest of the intersection of N. Harrison Ave. and E. Paine Street. The rezoning was from R-3 (Multi-family Residential District) to C-3 (Commercial Highway District) with a Planned Unit Development (PUD) zoning overlay for design standards.

Clyne explained a church currently sits on the property. The proposed PUD use would require demolition of the existing structure and the infill construction of a new commercial building. Red Rock Behavioral Health Services will operate the planned Adult Crisis and Urgent Recovery Clinic. The required submittals for compliance and completeness were reviewed by staff, and the documents were satisfactory.

Staff recommended that the Planning Commission recommend to the City Commission Approval of PUD02-21, which seeks to build an Adult Crisis & Urgent Recovery Clinic, to be operated by Red Rock Behavioral Health Services.

Chair Deem open the public hearing. Applicant, Terry Pollack, was present and available for questions. Steve Norwood, CEO for Red Rock Behavioral Services answered questions from the Commissioners. With no other speakers, the public hearing was closed.

Commissioner Walker made a motion to recommend Approval of Case No. PUD02-21 to the City Commission, which was seconded by Commissioner Johnson.

Following any discussion, the motion passed 4-0-0.

Aye: Walker, Johnson, Deem, Reese

Nay: None

Abstain: None

It was announced the item would be heard at the December 20, 2021 City Commission meeting.

Commissioner Reese advised Chair Deem he had to leave the meeting and left the Chambers.

Chair Deem announced there was no longer a quorum and no further action could be taken; she then adjourned the meeting at 2:06 p.m.


Chair/Vice-Chair

/s/ Rachel Clyne
City Planner

SPECIAL PLANNING COMMISSION MINUTES

DATE: December 7, 2021

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a special meeting on December 7, 2021, at 3:00 p.m., pursuant to notice duly posted as prescribed by law.

Item 1. Roll Call

The following Commissioners were present:

Present: Walker, Loftis-Walton, Johnson, Deem, Reese, Rowell

Absent: *none*

Chair Deem called the meeting to order. City Planner, Rachel Clyne, called roll and stated there was a quorum. Chair Deem thanked everyone for attending the special call meeting of the Shawnee Planning Commission.

Item 2. PL06-21-21 Consideration of an application for Final Plat of the Hyatt Addition, Section 4 subdivision located near N. Harrison Ave. and E. 45th St.

Case No. PL06-21- Applicant: Richard Whitecotton for Cotton Homes, LLC

Chairperson Deem asked for a staff report. Planner Clyne provided background information on the application request. The subject property is located east of N. Harrison Avenue and south of E. 45th Street. The proposed subdivision has 6.57-acres with 26 lots and is zoned R-1 (Single-Family Residential District).

On February 12, 2020, the Shawnee Planning Commission voted unanimously to recommend conditional approval of the Preliminary Plat for Hyatt Addition, Section 4 subdivision to the City Commission. On February 18, 2020, the Shawnee City Commission voted for conditional approval of the preliminary plat.

Staff reviewed the Final Plat submittal of the Hyatt Addition, Section 4 subdivision. The requested changes, which included the conditions of the Preliminary Plat approval have been corrected. City Engineer, Seth Barkhimer, reviewed the Hyatt Addition, Section 4 and found it sufficient.

Staff recommended that the Planning Commission recommend to the City Commission Approval of PL06-21, for Final Plat of Hyatt Addition, Section 4 subdivision as presented.

Commissioner Loftis-Walton made a motion to recommend APPROVAL of Case No. PL06-21 to

the City Commission, which was seconded by Commissioner Reese.
Following any discussion, the motion passed 6-0-0.

Aye: Walker, Loftis-Walton, Johnson, Deem, Reese, Rowell
Nay: None
Abstain: None

It was announced the item would be heard at the December 20, 2021 City Commission meeting.

Item 3. PL07-21 Public hearing and consideration of a request rezoning and a
 Planned Unit Development located at 1420 N. Harrison Avenue.
 Case No. PL07-21, Applicant: Stephen Landes for Landes Engineering, LLC

Chairperson Deem asked for a staff report. Planner Clyne provided background information on the application request. The subject property is located west of N. Harrison Avenue and on the north side of Wolverine Road. The proposed subdivision has 48.81-acres with 8 lots. The current zoning is I-3 (Industrial Heavy District).

On January 6, 2021, the Shawnee Planning Commission voted unanimously to recommend conditional approval of the Preliminary Plat for the Wolverine Industrial Park subdivision to the City Commission. On January 19, 2021, the Shawnee City Commission voted for conditional approval of the preliminary plat.

Staff reviewed the Final Plat submittal of the Wolverine Industrial Park subdivision. The requested changes, which included the conditions of the Preliminary Plat approval have been corrected. City Engineer, Seth Barkhimer, reviewed the Wolverine Industrial Park and found it sufficient.

Staff recommended that the Planning Commission recommend to the City Commission Approval of PL07-21, for Final Plat of Wolverine Industrial Park subdivision as presented.

Commissioner Walker made a motion to recommend APPROVAL of Case No. PL07-21 to the City Commission, which was seconded by Commissioner Johnson.
Following any discussion, the motion passed 6-0-0.

Aye: Walker, Loftis-Walton, Johnson, Deem, Reese, Rowell
Nay: None
Abstain: None

It was announced the item would be heard at the December 20, 2021 City Commission meeting.

Item 4. Review and Approval of 2022 Planning Commission Meetings Calendar

City Planner Clyne explained that the proposed calendar for 2022 Planning Commission meetings was presented for review and approval. She noted that all meetings would be scheduled for the first Wednesday of each month with a 1:30 p.m. meeting time.

Commissioner Walker made a motion to APPROVE the 2022 Planning Commission Meetings Calendar as presented, which was seconded by Commissioner Loftis-Walton.

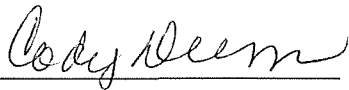
Following any discussion, the motion passed 6-0-0.

Aye: Walker, Loftis-Walton, Johnson, Deem, Reese, Rowell

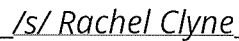
Nay: None

Abstain: None

Chair Deem adjourned the meeting at 3:04 p.m.



Chair/Vice-Chair



City Planner

Amended Regular Board of Commissioners**2. c.**

Meeting Date: 01/18/2022

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Barbara "Bobbi" Gaglia from the Senior Citizens of Shawnee Board.

AttachmentsResignation

December 9, 2021

Amy Riggins
Shawnee Recreational Senior Center
401 N. Bell Avenue
Shawnee, OK 74801

Dear December 9, 2021,

I am writing this resignation letter with regret to inform you that I will be resigning my position of board member of the Senior Citizens of Shawnee Board due to health issues.

It has been a pleasure to serve on the board, and it is my hope to return at some point in the future. Thank you for the opportunity!

Sincerely,

A handwritten signature in cursive script that reads "Bobbi Gaglia". The signature is written in dark ink and is positioned below the word "Sincerely,".

Bobbi Gaglia
1412 N. Philadelphia Avenue
Shawnee, OK 74801

Amended Regular Board of Commissioners

2. d.

Meeting Date: 01/18/2022

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Senior Citizens of Shawnee Board

Sally "Sarah" Murphy 1st Partial Term Expires: July 1, 2024

Replaces Barbara "Bobbi" Gaglia – Resigned

Janice Orlauski 1st Partial Term Expires: July 1, 2023

Replaces Pam Robinson – Resigned

Jeanni Pruitt 1st Partial Term Expires: July 1, 2023

Replaces Wanda Hill – Resigned

Shawnee Arts and Culture Commission

---Tate Monroe 1st Partial Term Expires: May 1, 2024

Replaces Sha'kiya Morris – Resigned

Shawnee Urban Renewal Authority

Candida "Candi" Hurley 1st Partial Term Expires: February 2, 2023

Replaces Kay Wheeler – Resigned

Rachael Cole Yahola 1st Full Term Expires: February 2, 2025

Effective: February 2, 2022

Replaces Renee Wortham – Term Expired

Zoning Board of Adjustments

Dana Austin 1st Partial Term Expires: June 1, 2023

Replaces Sha'kiya Morris – Resigned

Attachments

Murphy

Orlauski

Pruitt

Monroe

Hurley

Yahola

Austin



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Sally Murphy (Sarah)</u>	Application Date: <u>12-14-2021</u>
Address: <u>2213 Crooked Oak Drive</u>	Date of Birth: <u>09-02-1948</u>
Mailing Address: <u>Shawnee, OK 74804</u>	
Daytime Phone: <u>405-919-7884</u> Fax: <u>—</u>	Email: <u>Murphy.sally.938@gmail.com</u>
Profession: <u>Retired</u>	
Business Name: <u>University of Oklahoma College of Medicine</u>	
Business Address: <u>N/A</u>	
Business Phone: <u>N/A</u> Fax: <u>—</u>	Email: <u>—</u>

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

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

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

How many years have you lived in Shawnee? 9 yrs.

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 <u>—</u>

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

I believe I could be a valuable member to the Board given my 4-7 yrs. of attendance there.

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

I have attended many classes at the Center and am familiar with its activities and operation.

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

Senior Center gardens

List education, including degree(s) earned:

BS English

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

NO

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
<u>Jay Harrison</u>	<u>Friend</u>	<u>405-496-9141</u>
<u>Susie Hoskins</u>	<u>Friend</u>	<u>405-809-5258</u>
<u>Vonda Bryce</u>	<u>Friend</u>	<u>405-481-9477</u>

PLEASE READ CAREFULLY:

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

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

Signature Sarah C. Murphy

Date 12-14-2021

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

I would be honored to serve on the Senior Center board. I am familiar with its offerings and have participated in many of them. I am also familiar with the staff having worked in their gardens for the past two years. I would enthusiastically participate in the board's work.



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: Janice M. Orlauski Application Date: 12/29/21
Address: 2409 N. Minnesota Cir Shawnee Date of Birth: 10/27/57
Mailing Address: _____
Daytime Phone: 951-409-1145 Fax: _____ Email: ta22ski@gmail.com
Profession: Retired U.S. Government
Business Name: _____
Business Address: NOWE
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? 1

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 am very interested in the programs available for our Senior Recreation Center

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?

Organization, Office Skills, Lots of free time.

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

Volunteering 5 hrs /week @ the Senior Recreation Ctr.

List education, including degree(s) earned:

High School, College Associates Degree

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

No, None

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

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

Have you ever declared personal or business bankruptcy? NO

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
<u>Angie Kelly</u>	<u>Friend</u>	<u>405-740-7452</u>
<u>Jackie Tillary</u>	<u>Friend</u>	<u>405-779-7732</u>

PLEASE READ CAREFULLY:

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

Signature Janice Olean

Date 12/29/21

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

Jeanni Pruitt
4305 Hyatt Road
Shawnee, Oklahoma 74804
Letter of Interest / Senior Citizens of Shawnee Board

I'm writing to express my interest in the position currently available on Senior Citizens of Shawnee Board. The importance and value this organization provides to this community is immeasurable and to be able to be a part of the continued growth and viability of this organization would be a joy. I have a passion for people and the community where I live and feel that what happens when we engage our senior citizens truly impacts their lives.

They build bonds, create new friendships, develop emotional stability which improves their self-esteem. So many of these basic functions leads to graceful aging by adding fun and joy to their lives. We were never meant to experience life alone...we were meant to be we others in a community setting whenever possible. The activities that I looked at on the website are encouraging. I have also visited when I have dropped a few people off from the Porch House.

The skill set that I bring with me is a background in social work, 15 years of healthcare management which included planning and organizational management of 12 support services, event planning, as well as 27 years of teaching in Higher Education.



RECEIVED CITY CLERK'S OFFICE
Date 1-10-2022 Time 10:39 AM

APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Jeanni Pruitt</u>	Application Date: <u>1/7/2022</u>
Address: <u>4305 Hyatt Road</u>	Date of Birth: <u>08/29/1954</u>
Mailing Address: <u>Same</u>	
Daytime Phone: <u>903-573-4020</u> Fax: _____	Email: <u>jpruitt@ntcc.edu</u>
Profession: <u>Higher Education Professor (27 years) Retired Fall December 2021</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____ Fax: _____ Email: _____	

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 3

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?

This would be an opportunity to make a difference in the community where I live in the lives of the Senior Citizens of Shawnee.

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

I have a background in Social Work, Educational Psychology, and 15 years working in healthcare. I have excellent organizational skills and a passion for community service.

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

I currently coordinate the Porch House Sack Lunch program at Emmanuel Episcopal Church on Broadway. I also assist with the packing lunches each week. Staffing the church office on T/Th to assist walk-ins and their social needs.

List education, including degree(s) earned:

Bachelor of Science in Sociology (Major: Social Work Minor: Criminal Justice) , Masters of Science in Education/ Psychology

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

Not in Shawnee.

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:

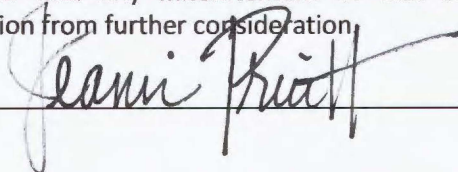
Name	Relationship	Telephone Number
Father Tom Dahlman	Priest, Emmanuel Episcopal Church	918.814.3845
Nancy Barrett	Personal Friend	405.202.9215
Barbara Smith	Personal Friend	405.410.6447

PLEASE READ CAREFULLY:

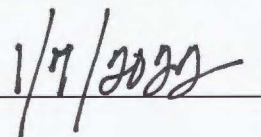
Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

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





APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Tate Monroe</u>	Application Date: <u>12/21/21</u>
Address: <u>1528 N. Broadway Ave.</u>	Date of Birth: <u>11/10/1978</u>
Mailing Address: <u>Shawnee, Ok 74804</u>	
Daytime Phone: <u>405-938-9454</u> Fax: _____	Email: <u>tatemonroedesigns@gmail.com</u>
Profession: <u>Ministry and Community Development</u>	
Business Name: <u>Shawnee St. Paul's United Methodist Church</u>	
Business Address: <u>301 N. Beard St.</u>	
Business Phone: <u>405-273-0982</u> Fax: _____	Email: <u>info@shawneestpauls.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? 5

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?

I believe strategic cultural development can bring in economic and social growth for our city.

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?

Not only have I watched and contributed to the improvements and development of Oklahoma City, I am also well traveled and have paid close attention to the execution of art and culture in many cities across the country.

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

I am on the board for Shawnee Bridges including its Resource and Development committee. I served on an advisory council for Community Renewal, Shawnee Forward and Avedis. I am also a member of the Family Promise Board.

List education, including degree(s) earned:

Midwest City High School Diploma

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

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

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

Have you ever declared personal or business bankruptcy? Yes _____

If so, please explain:

In my early 20's I was roped into a mortgage I didn't understand. After several years, this led to a bankruptcy to release the house.

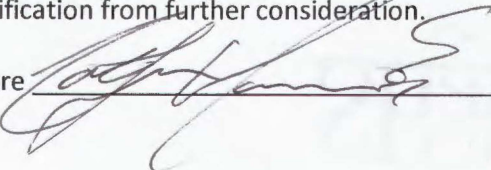
Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Mike Adcock	board colleague	405-878-6026
Marilyn Bradford	community development colleague	405-275-3668
Tina Hanna	community development colleague	405-820-0752

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 

Date 12/21/21

Candida Hurley

1321 E. Parker Street, Shawnee, Ok 74801

Cell: 1-405-207-8792

Candih1976@yahoo.com

My name is Candi Hurley and I am interested in serving on the board for the Shawnee Urban Renewal Authority. It is important for me to be a part of the community that I live in and to help with solutions to better the living conditions of community members.

I have served in the United States Military for 5 years. I have a Master's degree in Psychology and I have a passion for holistic healing in wellness through diet and exercise. I am a Certified Health/Life Coach from the Health Coach Institute. I current work on a Grant and manage a budget of \$800K.

Please consider me for the position on the Board.

Thank you and warm regards,

Candida Hurley

Kickapoo Behavioral Health/SYTI Grant Coordinator

405-988-2060



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Candi Hurley</u>	Application Date: <u>1/7/2022</u>
Address: <u>1321 E Parker Street</u>	Date of Birth: <u>2/6/1976</u>
Mailing Address: <u>Shawnee Ok 74801</u>	
Daytime Phone: <u>405-207-8792</u>	Fax: _____ Email: <u>Candih1976@yahoo.com</u>
Profession: <u>State Youth Treatment Grant Coordinator for Behavioral Health</u>	
Business Name: <u>Kickapoo Tribal Health Center</u>	
Business Address: <u>105365 S Hwy 102, McLoud Ok 74851</u>	
Business Phone: <u>405-988-2060</u>	Fax: _____ Email: <u>Candida.hurley@okkthc.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? 7 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?

I would like to be more involved with helping the community that I live in. I also would like to connect with more people and grow in this 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?

I understand the need for home repairs and improvement. This seems like a great opportunity to offer solutions for any future projects or tasks.

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

I have volunteered many to teach fitness classes to children and adults at sober living facilities in Shawnee. I have volunteered with Gateway to prevention on several occasions. I volunteered to participate in Christmas Caroling for one of the nursing homes in Shawnee.

List education, including degree(s) earned:

Master's Degree in Psychology, Bachelors in Family Studies, Certified Health/Life Coach, Certified Yoga Instructor, Certified Zumba Instructor, Leadership Certificate

CPR Certified, and L.L.C

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
Shaunna Machtolff	Former Supervisor	405-414-3891
Alicja Carter	Worked together on projects for the community	405-788-9923
Holly Gordon	Collaborated on projects for the community	405-585-3032

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 Candida Hurley

Date 1/7/2022

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

Send completed application to:

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

PRESENTED TO CITY COMMISSION

Date _____

Action _____



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Rachael Cole Yahola</u>	Application Date: <u>01/09/2022</u>
Address: <u>10 Jarrot Drive Shawnee Ok. 74801</u>	Date of Birth: <u>10/26/1987</u>
Mailing Address: <u>10 Jarrot Drive Shawnee Ok. 74801</u>	
Daytime Phone: <u>405-592-9472</u>	Fax: _____ Email: <u>rcole67@yahoo.com</u>
Profession: <u>Mental Health</u>	
Business Name: <u>Red Rock Behavioral Health</u>	
Business Address: <u>1336 N. Harrison</u>	
Business Phone: <u>405-214-4700</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? 3.75 years

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 enjoy serving my community. I love being a part of improving those around me.

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 will back the mission of this board responsibly and authentically. I am diligent, attentive and respectful.

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

I serve as the director of Worrel's Haven Inc. in Shawnee. I volunteer with Gateway to Prevention. I actively serve with Faith Community. I am a block leader with Community Renewal.

List education, including degree(s) earned:

none

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? Yes

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

I have completed all required programs through the courts. My last felony occurred in 2013 and it was a DUI

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
Rachael Melot	personal	405-410-3554
Tina Lowery	professional	405-287-7241
Wendy Reynolds	professional	405-887-4113

PLEASE READ CAREFULLY:

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

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

Signature Rachael Cole Yahola

Date 01/09/2022

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

Send completed application to:

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



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Dana Austin</u>	Application Date: <u>1-10-2022</u>
Address: <u>4608 Kellye Green</u>	Date of Birth: <u>12-23-1965</u>
Mailing Address: <u>Same</u>	
Daytime Phone: <u>405-850-6160</u>	Fax: _____ Email: <u>dana@bhhsbenchmark.com</u>
Profession: <u>Realtor</u>	
Business Name: <u>Berkshire Hathaway Benchmark Realty</u>	
Business Address: <u>3601 N Harrison</u>	
Business Phone: <u>405-27518182</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? 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 _____
---	--

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

I think my real estate experience and involvement in previous developments could be beneficial to the committee.

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?

General knowledge of real estate along with involvement in my husbands developments over the last 15 years.

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

Member of Project Safe's Auxillary board. I am also on the education committee with the Shawnee Board of Realtors.

List education, including degree(s) earned:

Bachleor of Arts - St Gregory's University

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

No

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

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

Have you ever declared personal or business bankruptcy? Yes

If so, please explain:

In 1996, after a death in the family and a job loss.

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Pam O'Rorke	My Broker	405-641-8324
Shawnda Phares	Client	405-612-3690
Jay Lester	Client	405-397-5334

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 Dana Quester

Date 1-10-22

Amended Regular Board of Commissioners

5.

Meeting Date: 01/18/2022

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Professional Services Agreement with Freese and Nichols, Inc. for development of a Unified Development Code.

Attachments

Memo

Presentation

Agreement



Community Development

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: January 11, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Professional Services Agreement with Freese and Nichols for the creation of a new Unified Development Code

Background: As part of the implementation of the 2019 Comprehensive Plan, City Staff began exploring the possibility of updating the zoning ordinance and subdivision regulations. Both documents are older sections of city code, and do not necessarily reflect current development trends or practices. City Staff have been working with Freese and Nichols over the past few months to create a potential Scope of Work and associated fee for this project. The proposed scope of work includes a new development code as well as engineering design criteria that is designed to help the community have a more clear and concise development process.

Financial Impact: \$344,492 will be allocated to this agreement, funding through: Community Development, Other Professional Services, 001-5-0510-53190.

Attachment: Agreement.

Staff Recommendation: Approval of the item.

Shawnee Unified Development Code

Unified Development Code

TASK	FEE
Project Management	\$45,443.00
<i>Includes internal and client coordination meetings - all phases</i>	

Unified Development Code: Phase 1

TASK	FEE
Code Diagnostic and Analysis Report	
Stakeholder Interviews, Community Open House, PC and CC Meetings	\$41,969.00
<i>Includes prep and travel time</i>	
Diagnostic Report	\$21,193.00
Project Website	\$3,189.00
TOTAL PHASE 1 FEE	\$66,351.00

Unified Development Code: Phase 2

TASK	FEE
Draft Unified Development Code	
Virtual Meetings (7) - Code sections	\$13,702.00
<i>Includes prep time</i>	
General Provisions	\$11,795.00
Subdivisions	\$18,339.00
Design Standards	\$17,870.00
Zoning	\$45,052.00
Signs	\$13,025.00
TOTAL PHASE 2 FEE	\$119,783.00

Unified Development Code: Phase 3

TASK	FEE
Unified Development Code Adoption	
Joint Workshop and Public Hearings	\$12,082.00
<i>Includes prep and travel time</i>	
Draft and Revisions	\$16,913.00
TOTAL PHASE 3 FEE	\$28,995.00

Unified Development Code: Phase 4

TASK	FEE
EDC and Standard Specifications	
Diagnostic Report (Technical Memo)	\$5,732.00
Stormwater	\$16,155.00
Utilities	\$9,983.00
Transportation	\$16,610.00
General Provisions (Upfront Documents)	\$7,233.00
TOTAL PHASE 4 FEE	\$55,713.00

Unified Development Code: Phase 5

TASK	FEE
Optional Services	
Development Manual	\$11,607.00
TOTAL PHASE 5 FEE	\$11,607.00

TOTAL - ALL PHASES **\$327,892.00**

Subconsultant - Center for Economic Development Law **\$16,600.00**
OK Legal Review/Support
53 hours max (includes standard markup)

TOTAL - ALL PHASES + SUBCONSULTANT **\$344,492.00**

Unified Development Code

Freese & Nichols Contract

Rian Harkins

Community Development Director



Why create Unified development code

- **2019 comprehensive plan excerpts**
 - “The city should complete a detailed review of subdivision codes to identify areas that no longer meet modern practices or prohibit efforts to do innovative projects.”
 - “The zoning code and subdivision regulations should be update to support these environments.”
 - “To support population growth the city must plan for additional housing and job centers in the form of new development or redevelopment of under-utilized land.”
 - Etc.

Current Situation

Subdivision
Regs. (1990)

Zoning Ord.
(2014)

Sign Code
(2002)

Engineering
Standards

Proposed Product

- Consolidation of multiple documents into a single stand alone regulatory guideline.
- Modernizes procedures, terms, definitions, design criteria, etc.
- A streamlined, and clear permitting process for all permitting, including development and redevelopment.
- Similar communities
 - Norman
 - Stillwater

Proposed Process

- Analysis of existing codes
- Public engagement
 - Stakeholder interviews
 - Public meetings
 - Staff coordination
 - Joint PC/City Commission workshop
- Draft UDC
- UDC refinement and adoption
- Engineering Design Criteria

Timeframe – 24 months

Questions



Rev. 4/19

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Shawnee, OK, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Unified Development Code.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of Three Hundred Forty-Four Thousand Four Hundred Ninety-Two Dollars, \$344,492.00.

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.

DocuSigned by:
By: Wendy Shabay
32200FB34BC24B4...
wendy shabay
Print Name and Title

Date: 12/31/2021

DocuSigned by:
ATTEST: LaToya Goodwin
3038E3C09B4D48B...

City of Shawnee, OK

By: _____
Print Name and Title

Date: _____

ATTEST: _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

PROJECT UNDERSTANDING

The City of Shawnee adopted a new comprehensive plan, Shawnee Next Horizons, in October 2019. This policy document sets forth recommendations for programs, projects, and policies that will shape growth and development for the coming decades. To accomplish the community's shared vision that is the foundation of the comprehensive plan, Shawnee's land development regulations need to be aligned with the plan. The City's current subdivision regulations were adopted in 1990, the sign regulations in 1999, and the zoning code in 2014. These documents and other related ordinances and policies need to be reviewed, modernized, and integrated into a Unified Development Code that will support the City's desired development patterns and concepts.

The City's existing Subdivision Regulations contain technical data and design guidance that is typically addressed in a separate Engineering Design Criteria Manual (EDC) and Standard Specifications. These documents are resources for design professionals and staff to ensure infrastructure that will be accepted by the City, after proper installation and inspection, is consistent and meets minimum standards. City staff has initiated this effort by developing a draft EDC which is still a work in progress. As part of this project, FNI will provide a third-party review of completed work, a technical memo identifying recommended changes or updates, and support with any needed specifications and/or construction details to complete this document. The EDC will be referenced in the UDC allowing the City flexibility in addressing design and material changes based on industry standards, innovation, and best practices.

SCOPE OF SERVICES

FNI will consolidate the City's Zoning Code (Ordinance #2545NS; 2014), Sign Regulations (Sign Code; 2002), and Subdivision Regulations (Ordinance #1549NS; referenced in Chapter 22 – Article I; 1990) into a streamlined Unified Development Code (UDC) to provide a single point of reference for all land development regulations. Chapter 22 in the current City Code will be shaped into the new UDC. While most Articles in this chapter will remain a part of the new UDC, FNI will work with City staff to determine the most appropriate disposition of the following:

- Article IV. Citizen's Advisory Committee on Sustainability
- Article VIII. Comprehensive Plan
- Article IX. Arts in Public Places

Development of the Unified Development Code (UDC) and Engineering Design Criteria (EDC) will occur in the following five (5) phases:

- Phase 1: Code Diagnostic & Analysis Report
- Phase 2: Draft UDC
- Phase 3: UDC Refinement and Adoption
- Phase 4: Engineering Design Criteria
- Phase 5: Optional Services

PHASE 1: CODE DIAGNOSTIC & ANALYSIS REPORT

A Code Diagnostic & Analysis Report will be produced to lay the foundation for revising the existing Codes. Spending focused effort during this Diagnostic phase will help streamline the remainder of the process by identifying issues with all Code users and stakeholders, discussing potential resolutions, and building consensus for the most appropriate course of action.

One of the particularly important findings of the Code Diagnostic & Analysis Report will be a determination of whether a traditional, form-based, or hybrid zoning approach is most appropriate. Key considerations include effectively implementing the vision of the updated Comprehensive Plan while ensuring that regulations are simple for applicants to understand and City Staff to administer.

The Code Diagnostic & Analysis Report will include a public engagement process to verify that the new UDC is reflective of the City's development objectives.

A project website will be developed to allow access to information and draft content after it has been reviewed by the City. Educational information and virtual participation for stakeholders who prefer to engage online will be offered through the website. Contact information for the project team and City staff and an option for public comments and questions will be provided. The project website will be linked to the City's website and promoted by the City through current communication channels.

FNI will conduct a series of interviews with Code users and stakeholders, conducted virtually over the course of two days, including:

- Planning Commission members
- City Commission members
- Zoning Board of Adjustment
- City Manager's Office
- Community Development Department
- Public Works/Engineering Department
- Shawnee Forward
- Emergency Service Departments
- Homebuilders Association
- Board of Realtors members
- Banking community

FNI will work with City staff to structure these interviews and manage logistics. Some stakeholders may be grouped (e.g., City Departments) for efficiency and to support collaboration. In addition to stakeholder interviews, FNI will facilitate a Community Open House. This meeting is anticipated to occur simultaneously in-person and virtually.

FNI will develop a draft of the Code Diagnostic and Analysis Report based on a review of existing regulations and the City's comprehensive plan and in response to stakeholder and community feedback. Upon completion, FNI will coordinate a presentation to the Planning Commission to review the report and answer questions. Staff will then present the report and the Planning Commission's recommendation (to accept the report) to the City Commission to ensure they are informed of the project and support proceeding with the development of the UDC.

Deliverables: Project website
Code Diagnostic & Analysis Report (provided in digital format)

Meetings: #1: Project kickoff (in-person)
#2-3: Stakeholder Interviews – 2 days (virtual)
#4: Community open house (in-person and virtual)

- #5: Review draft report with staff (in-person or virtual)
- #6: Present Code Diagnostic & Analysis Report to Planning Commission (in-person)
- #7: Attend and provide support for CC meeting (Report to be presented by City staff)

PHASE 2: DRAFT UDC

Using the Code Diagnostic & Analysis Report as a guide, the second phase of this effort will include the development of districts, use listings, standards and processes to administer zoning and development activities for the City. Key issues that may be addressed in the Draft UDC include:

- Illustrations whenever possible to clearly depict intent of regulations
- Flexibility to allow for higher quality, creative developments
- Innovative subdivision/lot design to create dynamic and desirable neighborhoods
- Streamlined procedures
- Updated terms and definitions
- Reorganization of the regulations to improve readability and administration
- Inclusion of housing types to support choice and affordability
- Review of permitted and special uses and applicable additional conditions
- Review and update of parking requirements
- Modernized sign regulations that represent best practices and current statutory requirements
- Overall consistency and alignment with the policies of the Comprehensive Plan
- Other issues identified in Code Diagnostic and Analysis Report

This phase follows a work plan that focuses on specific segments of regulations to allow for intensive review. For each section, FNI will prepare a draft document, provide the draft to City Staff for approximately 2-4 weeks of review, then meet with City Staff to discuss feedback and resolve any issues. This process will be repeated for each section, then a final comprehensive review will be conducted to address any remaining items. Once City Staff's comments and concerns have been addressed, the draft UDC will be finalized.

In lieu of formal presentations or meetings, staff will utilize the project website and draft review materials to address inquiries and provide interim updates for the Planning Commission and City Commission during this phase of the project.

The UDC will consolidate existing land development regulations. Work will be performed in sections addressing the following sections:

1. General provisions
2. Subdivision regulations
3. Design standards
4. Zoning (part 1)
5. Zoning (part 2)
6. Signs

An initial draft will be generated by compiling the City's existing land development regulations into a single document that is reorganized to address the structure of the UDC. That document will then be updated, tracking changes, to identify new and changed content.

As each section is drafted, FNI will meet with staff (virtually) to review the section. The draft will be provided for staff to conduct a 2-week internal review. After receiving a consolidated set of written comments, FNI will revise and refine each section. When all sections have been reviewed and revised, FNI will provide one complete draft of the UDC. After the two-week staff review, FNI will meet with staff to discuss the complete

ATTACHMENT SC - PLANNING

draft and any items that need further review or editing before conducting a workshop for the Planning Commission (see phase 3).

Deliverable: Draft Unified Development Code (provided in digital format)

Meetings: #8-13: Review draft sections with staff (6 virtual meetings)

#14: Comprehensive review of draft UDC with staff (1 virtual meeting)

PHASE 3: UDC REFINEMENT AND ADOPTION

The final phase of the UDC project will guide the City through the adoption process. This step will result in the adoption of the new UDC to serve the City moving forward.

FNI will present a joint workshop for the Planning Commission and City Commission to provide an overview of the final draft of the UDC and an opportunity for discussion before placing the UDC on public hearing agendas.

FNI will participate one Planning Commission public hearing followed by one City Commission public hearing to support adoption of the UDC.

Deliverable: Final Adopted Unified Development Code (provided in digital format)

Meetings: #15: Joint Planning Commission and City Commission workshop

#16: Planning Commission public hearing

#17: City Commission public hearing

PHASE 4: ENGINEERING DESIGN CRITERIA AND STANDARD SPECIFICATIONS

FNI will review the City's existing Subdivision Regulations and the draft EDC that has been prepared by City staff. FNI will develop a technical memo outlining recommended changes or considerations for completion of the EDC and Standard Specifications.

Using the technical memo FNI will develop a complete draft of the EDC, which will be provided to City staff for an internal review. After a 2-to-4-week review, FNI will refine the draft EDC and develop needed Standard Specifications based on best practices and guidance from City staff. FNI will develop an initial document for review by City Staff and check in with questions and an intermediate draft for staff review. FNI will complete the document and one last staff review before providing the final document for approval.

Deliverables: Technical Memo

Draft EDC

Final EDC and Standard Specifications

Meetings: #18: Staff Interviews

#19: Staff Review (Initial)

#20: Staff Review (Midpoint check-in)

#21: Staff Review (Final)

PHASE 5: OPTIONAL SERVICES

Working with staff, FNI will create a development manual to support internal and external users of the new Unified Development Code. The manual will include flow charts, application forms and step-by-step instructions for submittal and review of development applications. Policies related to notification, meeting procedures, and other related activities will be documented and included in the manual.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Client, which are not included in the above-described basic services, are described as follows:

- A. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.
- B. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- C. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- D. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- E. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- F. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- G. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- H. Providing document revisions in excess of those outlined in Article I.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within **24 Months** from the project kickoff meeting.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF OWNER: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of notification.
- C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI. Client comments should be consolidated with clear and concise edits, preferably typed for legibility.
- D. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Owner's Project Representative	Name: Seth Barkhimer, P.E. E-mail: Seth.barkhimer@shawneeok.org Phone: (405) 878-1506
Owner's Accounting Representative	Name: Jacob Bussell E-mail: Jacob.bussell@shawneeok.org Phone: (405) 878-1610
FNI's Project Representative	Name: Dawn Warrick E-mail: Dawn.warrick@freese.com Phone: (539) 202-1818 office (918) 949-8765 mobile
FNI's Accounting Representative	Name: Stephanie Kirchstein E-mail: Stephanie.kirchstein@freese.com Phone: 214-217-2212

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Three Hundred Forty Four Thousand Four Hundred Ninety Two Dollars (\$344,492).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify CLIENT for CLIENT's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	71	131
Professional 2	89	139
Professional 3	108	202
Professional 4	135	216
Professional 5	164	310
Professional 6	174	353
Construction Manager 1	79	156
Construction Manager 2	96	168
Construction Manager 3	148	198
Construction Manager 4	182	256
CAD Technician/Designer 1	63	130
CAD Technician/Designer 2	92	140
CAD Technician/Designer 3	118	184
Corporate Project Support 1	46	111
Corporate Project Support 2	65	155
Corporate Project Support 3	93	236
Intern / Coop	38	95

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates			Valve Crew Vehicle (hour)	\$75
	Small Format (per copy)	\$0.10	Pressure Data Logger (each)	\$200
	Large Format (per sq. ft.)		Water Quality Meter (per day)	\$100
	Bond	\$0.25	Microscope (each)	\$150
	Glossy / Mylar	\$0.75	Pressure Recorder (per day)	\$100
	Vinyl / Adhesive	\$1.50	Ultrasonic Thickness Gauge (per day)	\$275
			Coating Inspection Kit (per day)	\$275
	Mounting (per sq. ft.)	\$2.00	Flushing / Cfactor (each)	\$500
	Binding (per binding)	\$0.25	Backpack Electrofisher (each)	\$1,000
			<u>Survey Grade</u>	<u>Standard</u>
			Drone (per day)	\$200
			GPS (per day)	\$150
				\$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2021.

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Client as used herein refers to the City of Shawnee, OK. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

Commercial General Liability General Aggregate \$2,000,000 Automobile Liability (Any Auto) CSL \$1,000,000	Workers' Compensation As required by Statute Professional Liability \$3,000,000 Annual Aggregate
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7. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from

07-20

ATTACHMENT TC

the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. If Client designates a Resident Project Representative that is not an employee or agent of FNI, the duties, responsibilities and limitations of authority of such Resident Project Representative will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the General Conditions of the Construction Contract that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Owner is named as an indemnified party.
13. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to CLIENT and in acceptance of the Services as satisfactory by the Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon Services, expenses and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for services and expenses within 30 days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
14. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
15. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.
16. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

Amended Regular Board of Commissioners

6.

Meeting Date: 01/18/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an ordinance of the City of Shawnee, Oklahoma granting a non-exclusive permit to Clarity Telecom, LLC for the construction and operation of a cable system.

Attachments

Memo

Presentation

Ordinance



City Manager's Office

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

Date: January 18, 2022
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Consideration of an ordinance of the City of Shawnee, Oklahoma granting a non-exclusive permit to Clarity Telecom, LLC for the construction and operation of a cable system.

Background: Clarity Telecom, LLC (doing business as Bluepeak) is expanding services in the state of Oklahoma and has requested a non-exclusive cable system franchise agreement with the City of Shawnee.

Although most franchise agreements are exclusive and require a vote of the people, Oklahoma state law provides that cable television systems must be approved through non-exclusive agreements. State law also provides that each cable system must be treated consistently with no new agreement being “on terms more favorable or less burdensome” than existing agreements.

In receiving the request from Bluepeak for a non-exclusive agreement, City staff reviewed the proposed agreement along with the conditions set forth in any other current cable system agreements. Through that review process changes were made to ensure that the agreement with Bluepeak did not include terms more favorable or less burdensome than existing agreements.

Key items of the agreement include:

- 10-year agreement term
- 5% franchise fee for eligible services (pursuant to state law that does not currently include internet services)
- Construction Build-Out Requirements: 50% build-out in two years, 90% build-out in three years

Mr. Desi Stoops, Vice President of Market Development with Bluepeak, will provide a brief presentation and answer question of the Mayor and Commissioners.

Financial Impact: 5% of the gross revenues that Clarity and its affiliates collected from each subscriber to Clarity's Cable Services, deposited to the General Fund.

Attachment: Ordinance and presentation by Clarity Telecom, LLC (Bluepeak).

Staff Recommendation: Approval of the item.



Say hello to the future



Closing the Broadband Divide In Central Oklahoma

January, 2022



Vast Broadband operates today in South Dakota and portions of western Minnesota providing Internet, TV, TiVo and Phone service to over 60,000 residential and business customers. Our services are backed by local service technicians and a call center located in Sioux Falls.

bluepeak

We are aggressively pursuing expansion plans to bring our award-winning service to under-served, less-competitive communities and undergoing a brand transformation to **Bluepeak**.

vastbroadband.com

GI Partners' Acquisition of Vast Broadband and transformation to Bluepeak

On February 1, 2021, GI Partners acquired **Vast Broadband** ("Vast"), a leading provider of gigabit-speed Broadband in South Dakota and Minnesota, which is undergoing a brand transformation to **Bluepeak**.

GI Partners has funded a multi-year, fiber-based market expansion initiative to significantly increase Vast's existing network footprint for Broadband services, offering service in expansion markets as Bluepeak.

GI Partners has partnered with proven industry leader and **broadband veteran Rich Fish** to lead Vast and Bluepeak as Chief Executive Officer.



GI PARTNERS

GI Partners, a leading investor in communications and data infrastructure, has raised over **\$23 billion in capital** from leading institutional investors.

GI Partners' investment strategy focuses on data centers, data transport, wireless access, and tech-enabled infrastructure.

SELECT GI PARTNERS COMMUNICATIONS INFRASTRUCTURE INVESTMENTS



Bringing better broadband solutions to Central Oklahoma with a Fiber-To-The-Home network.

GI Partners' investment provides several hundred million dollars of expansion capital to an already proven and highly successful model. Vast Broadband was selected as the 2019 Independent Operator of the Year by Cablefax Magazine.

MUTUALLY BENEFICIAL PARTNERSHIPS

We're excited to form long-term relationships with Central Oklahoma communities and citizens.

OPEN COMMUNICATION AND TRANSPARENCY

We'll establish local leadership and informative communications channels with the community on our progress during the construction and upgrade process, and during our ongoing operations.



Affordable, reliable, fast and future-proof broadband to access and compete in the new digital world.



EMPOWERING CENTRAL OKLAHOMA WITH A NEW BROADBAND PROVIDER

A new broadband provider gives Central Oklahoma residents the freedom to consider more options, creating a truly competitive marketplace of services.

EXPANDING BROADBAND ACCESS ACROSS CENTRAL OKLAHOMA COMMUNITIES

We believe in leaving no citizen behind and positioning every business to compete on a global scale by ensuring access to the digital world.

LOCAL, FIRST-RATE CUSTOMER SERVICE

We strive to be easy to work with – our number one policy is to take care of our customers and find creative ways to say yes.

Thousands of miles of fiber-powered Broadband network, providing Central Oklahoma's homes and businesses access to internet speeds of 10 Gig and beyond.

POWERED BY LOCALS

Hiring locally means more jobs for Central Oklahoma communities and makes for outstanding customer service.

PARTNERING WITH CENTRAL OKLAHOMA COMMUNITIES

As a community partner, we're looking to build strong relationships with municipalities and local economic development initiatives to benefit local communities.

FASTER AND FUTURE PROOF

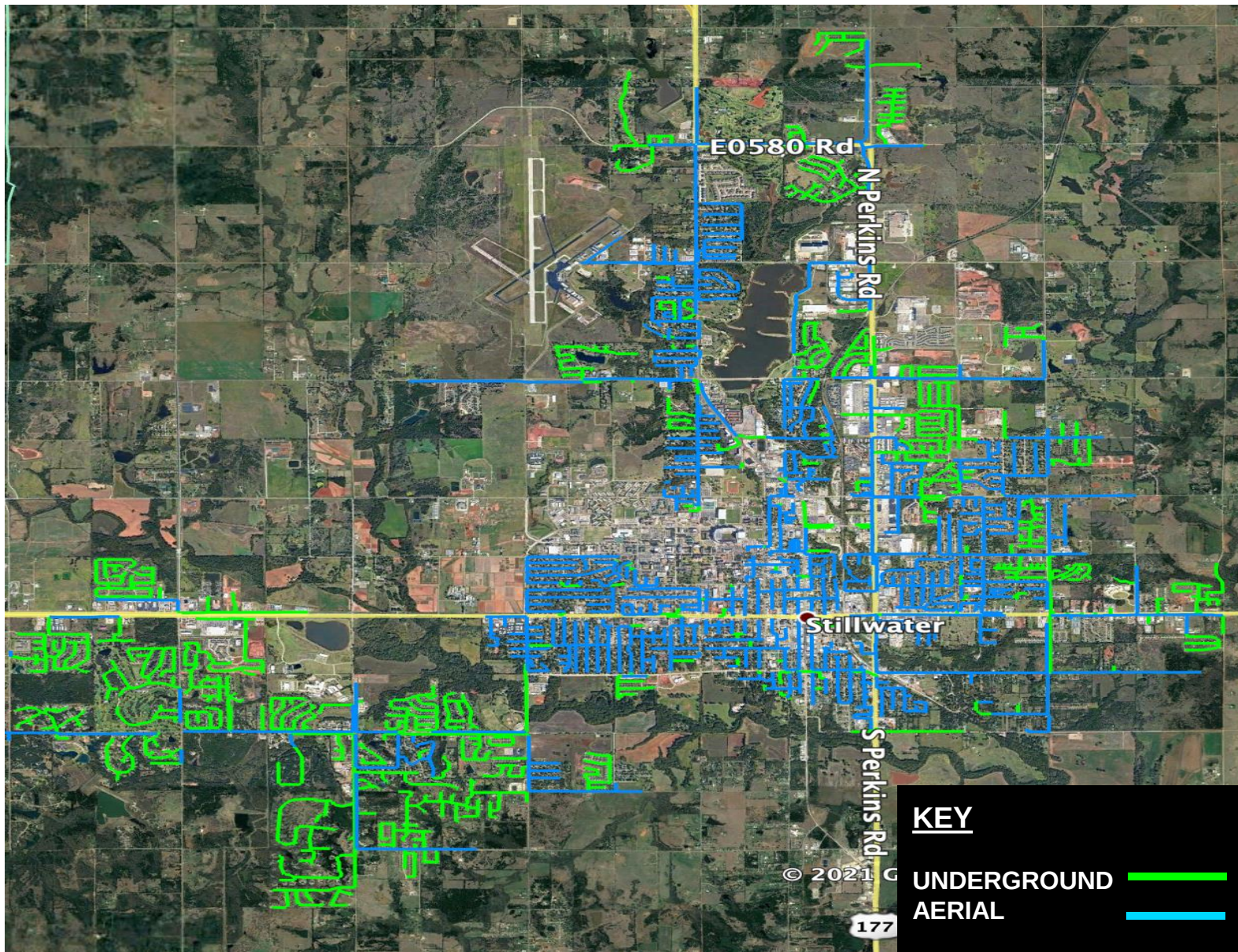
Our advanced Fiber-To-The-Premise network (both homes and businesses) will exponentially exceed customers' existing Broadband experience.

CREATING OPPORTUNITY

Providing high-quality Broadband, Video, and Voice services with a fully upgraded network to support gigabit-speeds and ever-increasing speeds helps consumers and businesses meet ever increasing bandwidth demands.



Stillwater High Level Design



KEY

UNDERGROUND
AERIAL



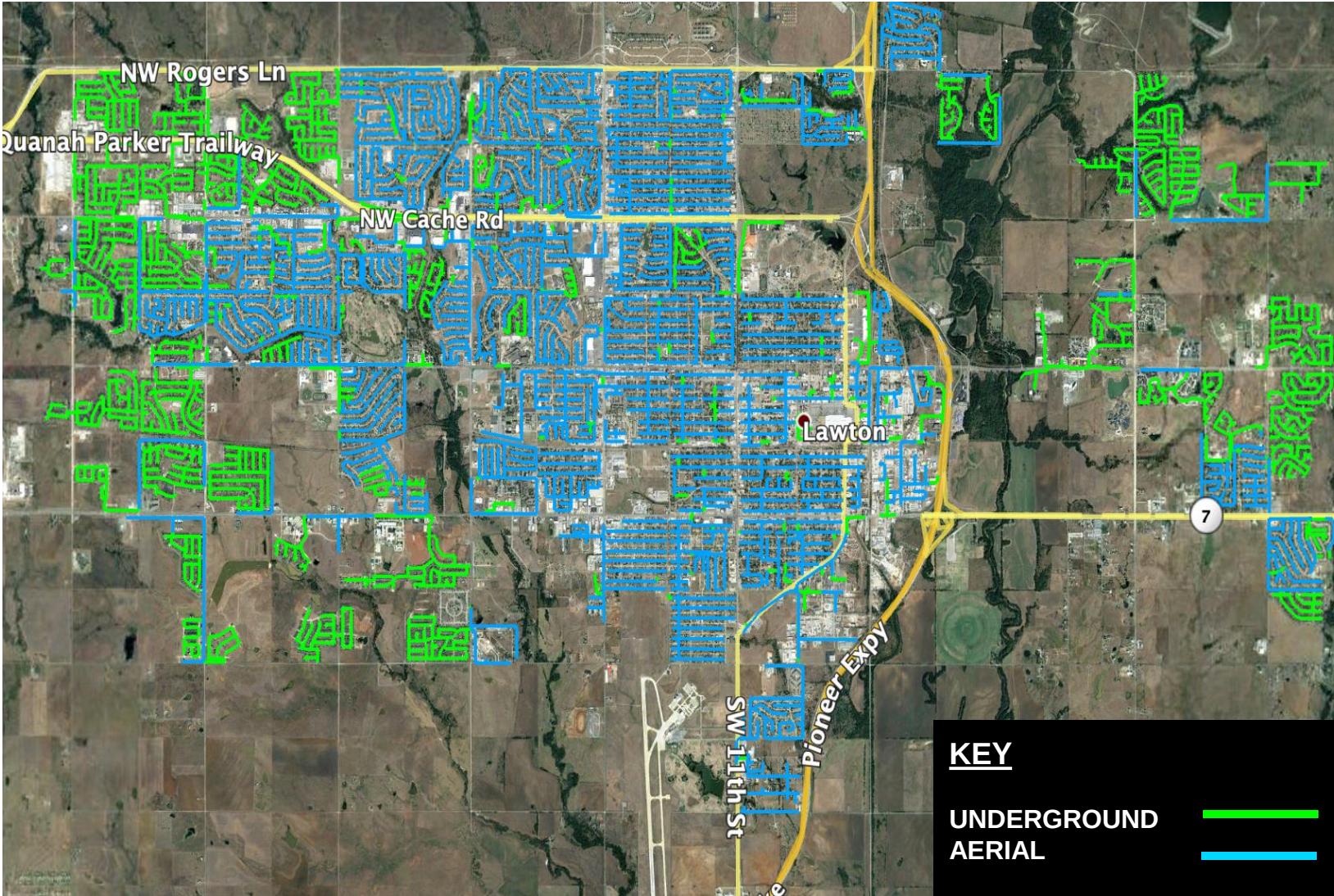
Construction Fast Facts

- Aerial Distribution Fiber = 102 miles
- Underground Fiber = 95 miles
- Homes Passed = 16K

High Level Activity Summary

- Franchise Agreement
- Design & Engineering Phase 1:
 - High Level Design
 - Engineering/Public Works Introductions
 - Requirements for permit application
 - Civil requirements, special permitting, etc.
 - Restoration
- Design & Engineering Phase 2:
 - Walk-downs
 - Constructability Analysis
 - Designs for Permitting
- Permitting Review/Permitting
- Pre-Construction Activity
- Construction/Restoration/QC-QA
- Service Activation

Lawton High Level Design



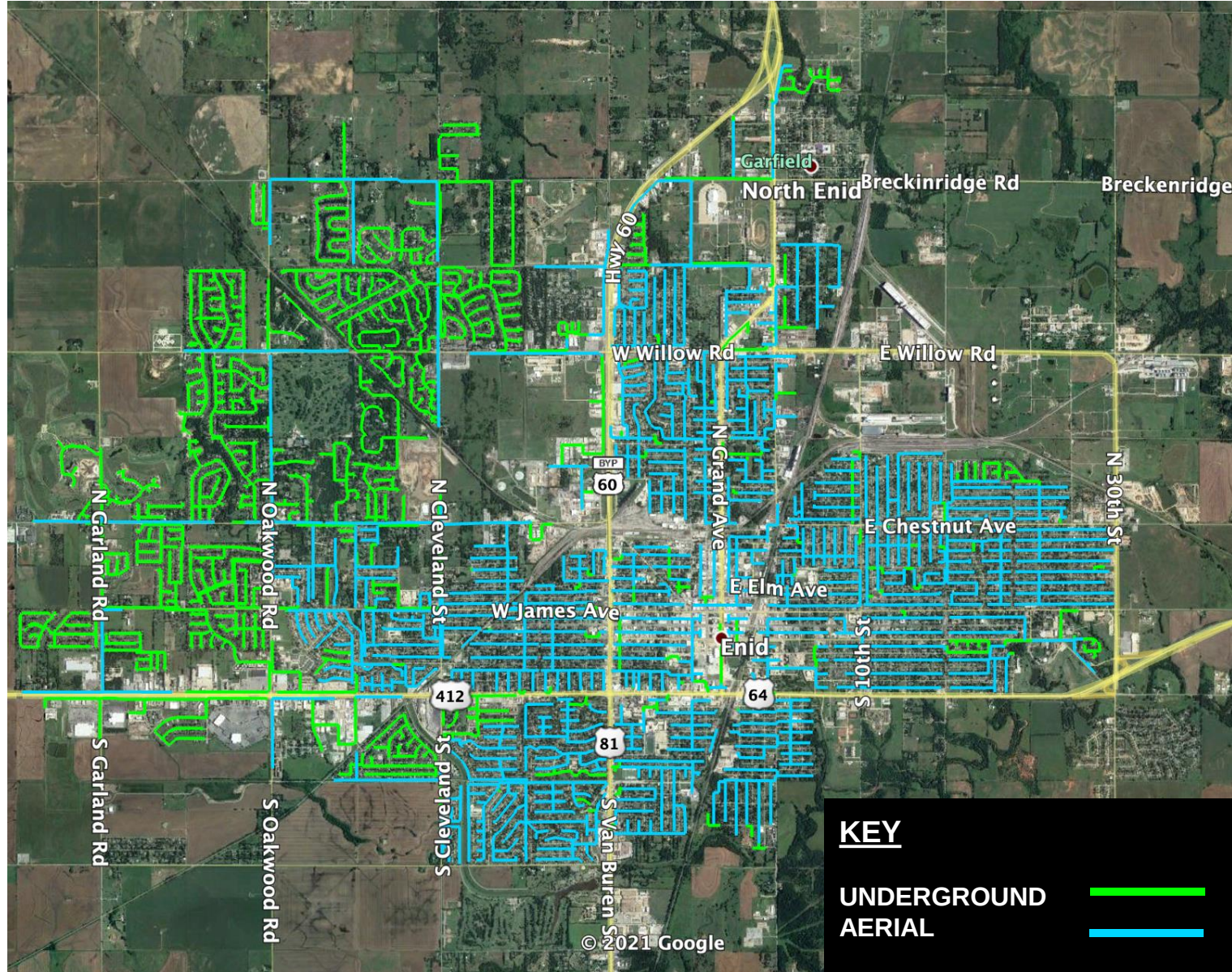
Construction Fast Facts

- Aerial Distribution Fiber = 189 miles
- Underground Fiber = 144 miles
- Homes Passed = 29K

High Level Activity Summary

- Franchise Agreement
- Design & Engineering Phase 1:
 - High Level Design
 - Engineering/Public Works Introductions
 - Requirements for permit application
 - Civil requirements, special permitting, etc.
 - Restoration
- Design & Engineering Phase 2:
 - Walk-downs
 - Constructability Analysis
 - Designs for Permitting
- Permitting Review/Permitting
- Pre-Construction Activity
- Construction/Restoration/QC-QA
- Service Activation

Enid High Level Design



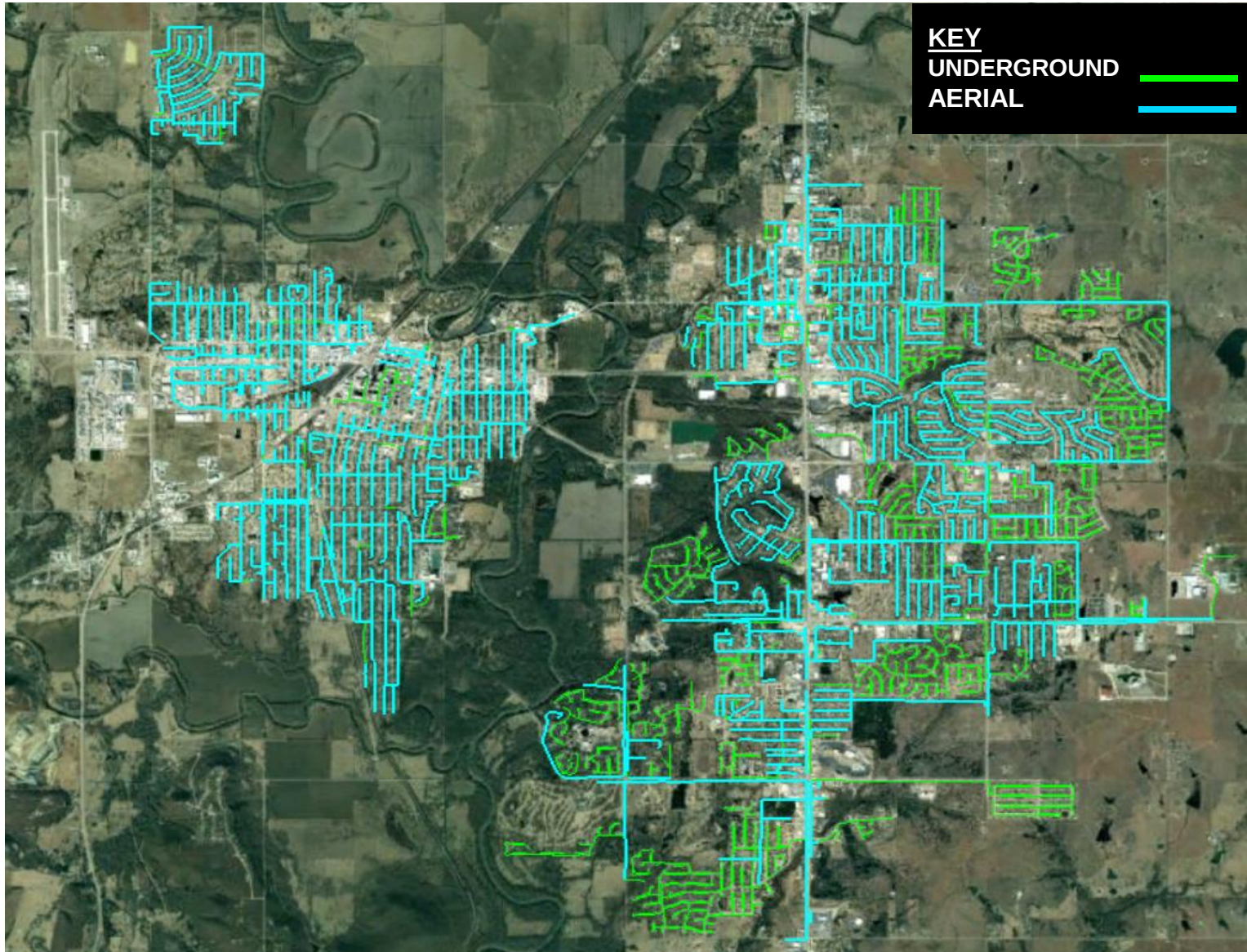
Construction Fast Facts:

- Aerial Distribution Fiber = 135 Miles
- Underground Fiber = 98 Miles
- Homes and Businesses Passed = 17K

High Level Activity Summary:

- Franchise Agreement
- Design & Engineering Phase 1:
 - High Level Design
 - Engineering/Public Works Introductions
 - Requirements for permit application
 - Civil requirements, special permitting, etc.
 - Restoration
- Design & Engineering Phase 2:
 - Walk-downs
 - Constructability Analysis
 - Designs for Permitting
- Permitting Review/Permitting
- Pre-Construction Activity
- Construction/Restoration/QC-QA
- Service Activation

Bartlesville High Level Design



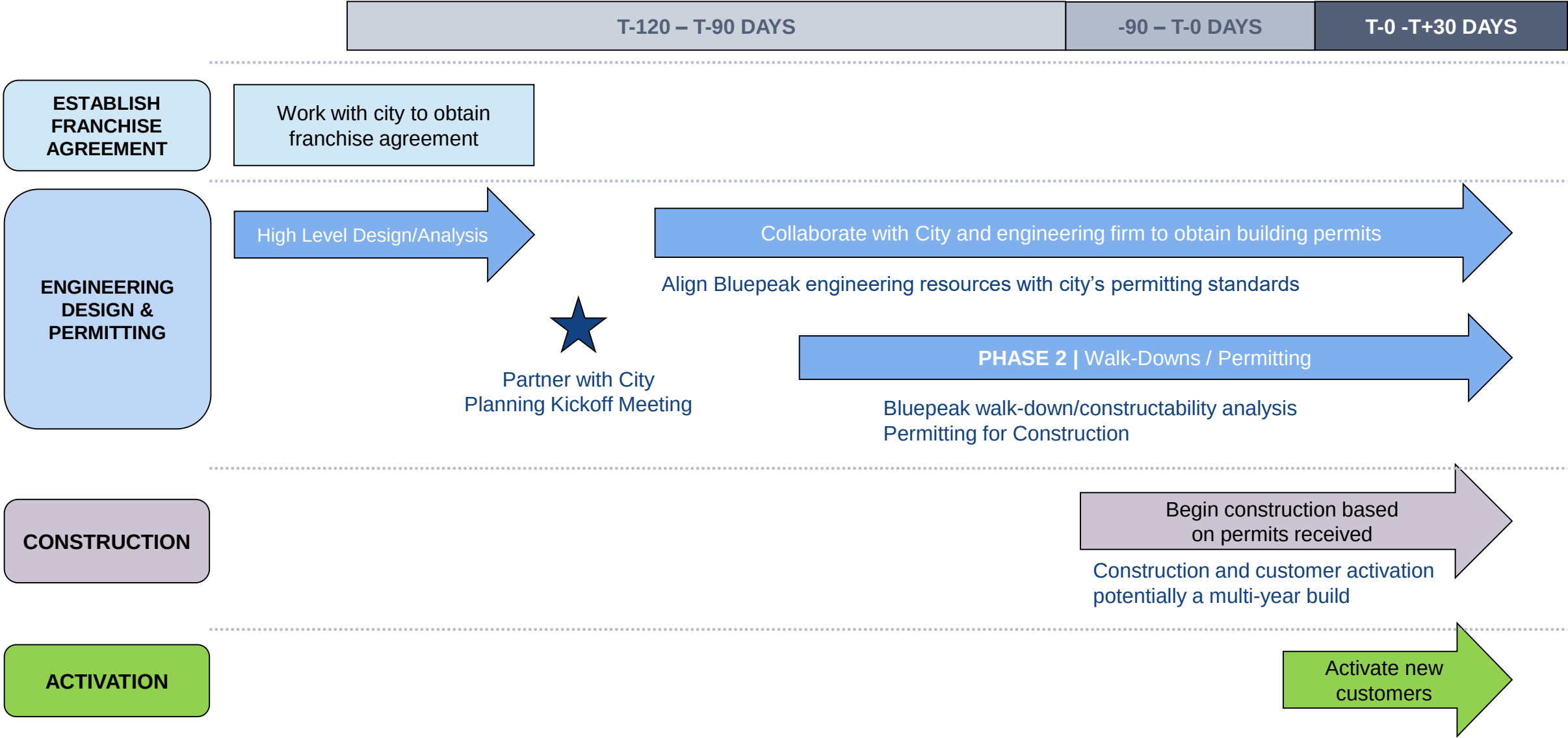
Construction Fast Facts

- Aerial Distribution Fiber = 129 miles
- Underground Fiber = 82 miles
- Homes Passed = 14K

High Level Activity Summary

- Franchise Agreement
- Design & Engineering Phase 1:
 - High Level Design
 - Engineering/Public Works Introductions
 - Requirements for permit application
 - Civil requirements, special permitting, etc.
 - Restoration
- Design & Engineering Phase 2:
 - Walk-downs
 - Constructability Analysis
 - Designs for Permitting
- Permitting Review/Permitting
- Pre-Construction Activity
- Construction/Restoration/QC-QA
- Service Activation

Fiber Network Construction Timeline



Communications Timeline

Informational website made available to provide updates and report construction concerns. Sign-up available for Fiber newsletter.

Number of Days Prior
To Construction Start:

T-30

T-25>T-15

T-15>T-10

T-3

T-0

T-0
Construction
Starts

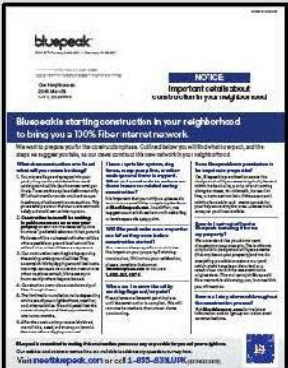
Deliver Notification
Postcard



Deliver Teaser
Postcard



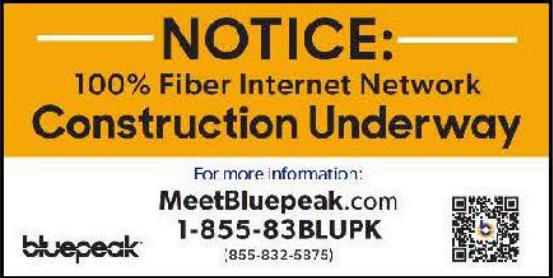
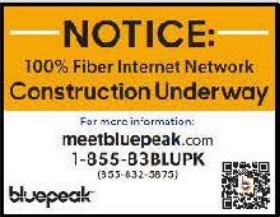
Deliver
Construction Letter



Place Door
Tags



Place Yard
Signs



Executive Leadership Team

Our executive leadership team has **125+ years of experience leading large, multi-market Broadband companies**—they understand how to design and deploy fiber networks and deliver excellent customer service.



MIKE HARRY
CHIEF OPERATING
OFFICER

Executive leadership experience in broadband operations, customer care, commercial services and market development at ICG Communications, ITC Deltacom, WOW!, AT&T, and EarthLink.



JEFF SEIDENFADEN
CHIEF COMMERCIAL
OFFICER

A sales, marketing, customer service and operations executive with 20+ years experience in the cable and telecom industry at Insight Communications, Time Warner Cable and most recently as Regional Vice President of sales and marketing at Comcast.



RICH FISH
CHIEF EXECUTIVE
OFFICER

An executive leader with over 30+ years experience in telecommunications and broadband companies at AT&T, Teleport Communications Group, ICG Communications, ITC Deltacom, and most recently as the CFO for WOW!



CASH HAGEN
CHIEF TECHNOLOGY
OFFICER

A proud veteran of the United States Marine Corps with executive leadership experience in operations and technology at Cox Communications and as the CTO and COO for WOW!



NICHOLAS WILKIN
CHIEF FINANCIAL
OFFICER

Senior finance executive with leadership experience in broadband companies and outsourced services, at PwC, Standard & Poor's, Aramark, PEG Bandwidth, DFC Global, Sunset Digital and Point Broadband.

Meet Vast



Desi Stoops
VP, Market
Development



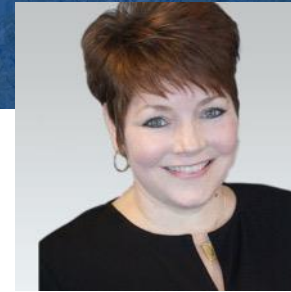
RYAN BEATTY
Director of Customer
Experience



MARK BOOKOUT
Director of Operations



ERIC FLIGEL
VP, Engineering & IT



SANDI FREY
Director of Human
Resources



JEANNE HALE
Director of
Information &
Technology



CHRIS KARN
Director of
Operations



JERRY LEIBY
VP, Construction



JEREMY LEWIS
Director of Product
Development



MARK MIYASAKI
Controller



SCOTT ROMINE
Director of
Operations



**MACKENZIE
ROEBUCK-WALSH**
VP, Sales



JULIE SEFF
VP, Marketing



COVEY BAKER
Director of Marketing

GI PARTNERS

Communications networks, data centers, wireless access sites and networked devices are the critical physical infrastructure of the modern global economy. GI Data Infrastructure invests in operating businesses in these areas which are essential to commercial operations, government functions, and daily life. These infrastructure investments are downside-protected by ownership or control of long-lived hard assets, stable recurring revenue business models, and low exposure to technology risk. GI Data Infrastructure's investment strategy focuses on four data infrastructure subsectors: data centers, data transport, wireless access, and tech-enabled infrastructure



Mark Prybutok

Mark Prybutok is a Managing Director of GI Partners and Co-Head of the Data Infrastructure strategy. He currently serves on the boards of Vast Broadband, Blue Stream Fiber, and DRFortress. Prior to joining GI, Mr. Prybutok was a Partner at Alinda Capital, a US-based infrastructure fund manager, where he led the firm's telecom infrastructure investing strategy. Mark started his career at Citigroup, where he arranged non-recourse financing and structured commodity derivatives for infrastructure businesses.

Education

J.D. / M.B.A. from Georgetown University, cum laude
B.A. with honors from Penn State University



Brendan Scollans

Brendan Scollans is a Managing Director of GI Partners and Co-Head of the Data Infrastructure strategy. Prior to joining GI Partners, Mr. Scollans served as a Partner at EQT Partners and served on the investment committee of EQT's US Mid Market fund. Prior to joining EQT Partners, Mr. Scollans served as a Partner at Avista Capital Partners and headed its TMT group. At Avista Capital, he invested in and realized a number of data infrastructure companies. Previously, Mr. Scollans was an investment professional at DLJ Merchant Banking Partners (Avista's predecessor). Earlier, he was an Associate in the private equity investments group of J.P. Morgan.

Education

- M.B.A. with high distinction from the Harvard Business School
- B.S. from Boston College, summa cum laude



THANK YOU!

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA GRANTING A NON-EXCLUSIVE PERMIT TO CLARITY TELECOM, LLC FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM.

WHEREAS, the City's role as manager of public rights-of-way and easements and as a regulator of cable service requires it to maintain a fair and level playing field for all such service providers; and

WHEREAS, City and Clarity have determined that it is in the best interest of all parties, including the citizens of City, that Clarity be granted the right to construct and operate a cable system to provide cable services within the City; and

WHEREAS, the City Commission of Shawnee has relied on Clarity's representations and has considered all information presented to it by Clarity, by City staff, and the public, and has determined that Clarity has the technical, legal and financial ability to construct and operate a cable system and to provide cable services; and

WHEREAS, based upon such representations, the City Commission of Shawnee has determined that it would be in the best interests of the City to grant Clarity a non-exclusive permit to construct, install, maintain and operate a cable system in the City, subject to the terms and conditions set forth herein and applicable federal, state, and municipal statutes, regulations and ordinances, is consistent with the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF SHAWNEE THAT THE FOLLOWING ORDINANCE BE ENACTED:

SECTION 1: Definition of Terms

For the purpose of this ordinance (the "Ordinance"), the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

(A) "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Clarity.

(B) "Basic Cable" means the tier of Cable Service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals.

(C) "Cable Service" means (i) the one-way transmission to Subscribers of Video Programming or other programming service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

(D) "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other equipment that is designed to provide Cable Service or other service to Subscribers. Clarity's cable system will be a fiber to the home/business network within the City utilizing the latest GPON/XGS PON infrastructure. Services available over the Cable System will include an Internet Protocol video service that includes the channels and programs commonly offered in the video marketplace in the City, as well as an integrated over-the-top (OTT) marketplace providing consumers access to content from providers like Netflix, Amazon Prime, Hulu, HBO max, etc. In addition, the Cable System will be capable of delivering high speed, symmetrical, bi-directional Internet to residential customers ranging from 1 to 2 Gbps and upwards of 10 Gbps for business customers.

(E) "City" means the City of Shawnee, Oklahoma, a municipal corporation.

(F) "Clarity" means Clarity Telecom, LLC, or the lawful successor, transferee, or assignee thereof.

(G) "FCC" means Federal Communications Commission, or successor governmental entity thereto.

(H) “Permit” means the initial authorization, or renewal thereof, issued by the City, regardless of whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service or other service to Subscribers.

(I) “Person” means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

(J) “Public Way” means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by City in the Service Area which shall entitle City and Clarity to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. “Public Way” also means any easement now or hereafter held by City within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle City and Clarity to the use thereof for the purposes of installing or transmitting Clarity’s Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

(K) “Service Area” means the present municipal boundaries of the City and all areas annexed into the City in the future.

(L) “Subscriber” means a user of the Cable System who lawfully receives Cable Service with Clarity’s express permission.

(M) “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Permit

2.1 **Grant; Build-Out Requirements.** City hereby grants to Clarity a nonexclusive Permit which authorizes Clarity to construct and operate a Cable System and offer Cable Service and other service in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Permit shall be construed to prohibit Clarity from offering any service over its Cable System that is not prohibited by applicable law. Clarity shall build out the Cable System over a reasonable period of time, and provided that the City timely issues permits and other owners and users of critical infrastructure (such as utility poles) do not cause delay, not less than 50% build-out in two years and 90% build-out in three years to every residence (provided that there is a request for Cable Service from Clarity in such area and excluding any home subscribing to any satellite service) within the Service Area where there is a minimum density of at least thirty (30) residences per linear strand mile of cable as measured from Clarity’s closest commercially reasonable tie-in point that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty-five (125) feet of Clarity’s feeder cable, the Cable Service will be provided at Clarity’s published rate for standard installations. Cable Service offered to Subscribers pursuant to this Article shall be conditioned upon Clarity having legal access to any such Subscriber’s dwelling unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit Clarity’s ability to offer or provide bulk rate discounts or promotions.

2.2 **Term.** The Permit granted pursuant to this Ordinance shall be for a term of ten (10) years from the passed and adopted date of the Permit unless otherwise lawfully terminated in accordance with the terms of this Ordinance.

2.3 **Acceptance.** Clarity shall accept the Permit granted pursuant hereto by signing this Ordinance and filing same with the City Clerk within sixty (60) days after the passage and final adoption of this Ordinance.

2.4 **Favored Nations.** In the event City enters into or has entered into a Permit of any kind with any Person other than Clarity to enter into the Public Ways for the purpose of constructing or operating a Cable System or providing Cable Service or video service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

If another provider of Cable Services, video services or other television services utilizing any system or technology requiring use of the Public Way in the Service Area, is lawfully authorized by any governmental entity or otherwise exempt from obtaining a permit as provided for in this Ordinance in order to provide such services, City hereby agrees that, upon a request from Clarity, as a matter of law, Clarity's Permit will be modified within thirty (30) days of the granting of such authorization or exemption for the purpose of establishing the same terms and conditions as such person(s) on a competitively neutral basis. Except as specifically provided in this paragraph, neither City nor Clarity shall be permitted to take any unilateral action that materially changes the explicit mutual promises and covenants contained in this Permit, and any changes, modifications or amendments to this Permit must be made in writing, signed by City and Clarity.

2.5 **Change of Law.** In the event the federal, state or local law, rules or regulations are amended, modified or created that have the effect of modifying the terms and conditions of this Permit during the Term or any extension thereof, Clarity has the sole option to terminate this Permit upon ninety (90) days' notice to City. Nothing in this Permit shall impair the right of Clarity to terminate this Permit and, at Clarity's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity (such as the State of Oklahoma). To the extent that Clarity obtains an authorization to operate a network and serve customers under applicable laws in lieu of this Permit, Clarity shall have the right to terminate this Permit upon 90 days prior written notice to City.

2.6 **Renewal of Permit.** Prior to the end of the Permit term, City and Clarity agree to enter into good faith negotiations regarding the renewal, modification, and/or extension of this Permit.

SECTION 3: Standards of Service

3.1 **Conditions of Street Occupancy.** All transmission and distribution structures, poles, other lines, and equipment installed or erected by Clarity pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. Clarity shall comply with all right-of-way and easement management ordinances and/or regulations enacted by City, including such ordinances and/or regulations enacted after the effective date of this Permit.

3.2 **Restoration of Public Ways.** If during the course of Clarity's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by Clarity, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 **Relocation at Request of Permitting Authority.** Upon its receipt of reasonable advance notice, Clarity shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of Clarity when lawfully required by City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by; City; but, Clarity shall in all cases have the right of abandonment of its property. If public funds are available to any company using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to Clarity.

3.4 **Relocation at Request of Third Party.** Clarity shall, on the request of any Person holding a building or other structure moving permit issued by City, temporarily raise or lower its wires to permit the moving of such building or other structure, provided: (a) the expense of such temporary raising or lowering of wires is paid by such Person, including, if required by Clarity, making such payment in advance; and (b) Clarity is given not fewer than ten (10) business days' advance written notice to arrange for such temporary wire changes.

3.5 **Trimming of Trees and Shrubbery.** Clarity shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with Clarity wires, cables, or other equipment. Clarity shall reasonably compensate City or property owner for any damages caused by such trimming.

3.6 **Safety Requirements.** Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

3.7 **Aerial and Underground Construction.** In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, Clarity likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Clarity's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, Clarity shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this paragraph shall require Clarity to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this paragraph, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Ordinance, Clarity shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

3.8 **Subscriber Charges for Extensions of Service.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of this Ordinance, Clarity shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to pay the capital costs of extending the Cable System. Clarity may require that such Subscribers pay the capital contribution for construction in advance. Subscribers also shall be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.

3.9 **Pole Attachments.** Utility poles owned by City or an affiliated entity shall be available for use by Clarity. Clarity shall pay City the maximum cable services pole rental rate as determined by the rules of the FCC for the use of poles owned by City or its affiliate, but not to exceed the amount paid by any other Cable Service provider attaching to such poles pursuant to a current and effective pole agreement.

3.10 **Customer Service.** Clarity shall have a publicly listed toll-free telephone number that is available to receive Subscriber complaints and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week basis.

SECTION 4: Regulation by Permitting Authority

4.1 **Permit Fee.** During the term of this Permit, Clarity shall pay to City a fee equal to five percent (5%) of the gross revenues that Clarity and its affiliates collected from each subscriber to Clarity's Cable Services, and five percent (5%) of the portion of gross revenues from advertising which are defined below the fee ("Permit Fee"). The Permit Fee may be identified and passed

through on any subscriber bill by Clarity, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each calendar quarter.

(A) For purposes of this Permit, gross revenues are limited to the following:

- (1) recurring charges for Cable Services;
- (2) event-based charges for Cable Services, including but not limited to pay-per-view and video-on-demand charges;
- (3) rental of set top boxes and other Cable Services equipment;
- (4) service charges related to the provision of Cable Services, including, but not limited to, activation, installation, and repair;
- (5) administrative charges related to the provision of Cable Services, including, but not limited to, service order and service termination charges; and
- (6) amounts billed to Cable Services subscribers to recover the Permit Fee authorized by this section.

(B) For purposes of this Permit, gross revenues do not include:

- (1) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
- (2) late payment fees;
- (3) revenues from contracts for in-home maintenance service unless they relate solely to maintenance on equipment used only for the provisioning of Cable Services and not for the provisioning of any other service provided by Clarity or its affiliates;
- (4) amounts billed to Cable Services subscribers to recover taxes, fees or surcharges imposed upon Cable Services subscribers in connection with the provision of Cable Services, other than the Permit Fee authorized by this section;
- (5) revenue from the sale of capital assets or surplus equipment; or
- (6) charges, other than those described in subsection (A), that are aggregated or bundled with amounts billed to Cable Services subscribers.

(C) Gross revenues which are subject to the Permit Fee paid by Clarity additionally include a pro rata portion of all revenue collected by Clarity pursuant to compensation arrangements for advertising (less any commissions Clarity receives from any third parties for advertising) and home-shopping sales derived from the operation of Clarity's Cable System within the Service Area. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

(D) Bundling discounts shall be apportioned fairly among video and other services. Clarity shall not apportion revenue in such a manner as to avoid the Permit Fee.

(E) The Permit Fee shall not apply to Internet access or Internet-based telephone services offered by Clarity. If the FCC or any other federal or state governmental authority with jurisdiction to do so authorizes the collection of such a fee during the term of this Permit, then Clarity shall, upon reasonable notice of the imposition of such a fee by City that applies equally to all Internet access or Internet-based telephone service providers within the Service Area, commence remittance of a fee in the amount of not more than five percent (5%) of the gross revenues collected from the sale of such Internet access or Internet-based telephone services during the remaining term of this Permit; provided that City and Clarity agree to the specific amount in

an amendment to this Ordinance/Permit. *This exclusion shall not apply to the payment of statutory “911” fees; such fees shall be collected and remitted by Clarity beginning the effective date of this Permit as required by applicable law.*

(F) In the event that any other video services provider, including but not limited to a cable operator or open video service provider, enters into any agreement or makes any arrangement with City during the term of this Permit whereby it is required or allowed to pay a fee to City that is similar to the Permit Fee described herein, this Permit shall be amended to allow Clarity to substitute the definition of “gross revenue” set forth in that agreement or arrangement for the definition of “gross revenue” set forth in this Permit immediately upon request of Clarity.

Clarity and City agree that the Permit Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, permit fees, taxes, or assessments except sales taxes, personal or real property taxes, and act valorem taxes.

4.2 **Rates and Charges.** City may not regulate the rates for the provision of Cable Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From time to time, and at any time, Clarity has the right to modify its rates and charges, at its discretion and without consent of City, including, but not limited to, the implementation of additional charges and rates; provided, however, that Clarity shall give notice to City of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

4.3 **Conditions of Sale.** Except to the extent expressly required by federal or state law, if a renewal or extension of the Permit is denied or the Permit is lawfully terminated, and City either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Cable System valued as a going concern.

Clarity and City agree that in the case of a lawful revocation of the Permit, at Clarity’s request, which shall be made in its sole discretion, Clarity shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. City further agrees that during such a period of time, it shall authorize Clarity to continue to operate pursuant to the terms of its prior Permit; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time, Clarity is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to City, Clarity and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that City’s continued operation of its Cable System during the six (6)-month period shall not be deemed to be a waiver, nor an extinguishment of; any rights of either City or Clarity. Notwithstanding anything to the contrary set forth in this paragraph, neither City nor Clarity shall be required to violate federal or state law.

4.4 **Transfer of Permit.** All of the rights and privileges and all of the obligations, duties and liabilities created by this Permit shall pass to and be binding upon the successors of City and the successors and assigns of Clarity and the same shall not be assigned or transferred without the written approval of the City Commission, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that this Section shall not prevent the assignment or hypothecation of the Permit by Clarity as security for debt without such approval; and provided further that transfers or assignments of this Permit between any parent and subsidiary corporation or between entities of which at least fifty percent (50%) of the beneficial ownership is held by the same person, persons, or entities which are controlled or managed by the same person, persons, or entities, shall be permitted without the prior approval of City (“intracompany transfers”). Clarity shall notify City in writing within thirty (30) days of the closing of such intracompany transfer.

SECTION 5: Compliance and Monitoring

5.1 **Books and Records.** Clarity agrees that City may review such of Clarity’s books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the financial terms hereof. Such records include, but are not limited to, any public records required to be kept by Clarity pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Clarity shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. City agrees to treat any information disclosed to it by Clarity as confidential, to the extent not prohibited

by law, and to disclose it only to employees, representatives, and agents of City that have a need to know, or in order to enforce the provisions hereof.

SECTION 6: Insurance, Indemnification, and Bonds or Other Surety

6.1 **Insurance Requirements.** Clarity shall maintain in full force and effect during the term of the Permit, at its own cost and expense, Comprehensive General Liability Insurance in the amount of at least \$1,000,000. Such insurance shall designate City as an additional insured to the liability limits imposed by the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*

6.2 **Indemnification.** Clarity agrees to indemnify, save and hold harmless, and defend City, its officers, boards and employees, from and against any liability for damages and for any liability or claims, in each case resulting from property damage or bodily injury (including accidental death) which arise out of Clarity's construction, operation or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs.

6.3 **Bonds and other Surety.** Except as expressly provided herein, Clarity shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Permit or continuing its existence. City acknowledges that the legal, financial, and technical qualifications of Clarity are sufficient to afford compliance with the terms of the Permit and the enforcement thereof. Clarity and City recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Cable Service or other service. In order to minimize such costs, City agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. City agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$100,000 conditioned upon the substantial performance of the material terms, covenants, and conditions of the Permit. Initially, no bond or other surety shall be required. In the event that one is required in the future, City agrees to give Clarity at least sixty (60) days' prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in Clarity's legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Permit or afford compliance therewith.

SECTION 7: Public, Educational and Government (PEG) Access Channels; Emergency Alert

7.1 **Public, Educational and Government (PEG) Access Channels.** Clarity shall provide one channel on the Cable System for use by City for non-commercial, video programming for public, education and government ("PEG") access programming. The PEG channel may be placed on any tier of service available to Subscribers.

7.2 **Emergency Alert.** Clarity shall comply with the federal Emergency Alert System regulations (47 C.F.R. Part 11).

SECTION 8: Miscellaneous Provisions

8.1 **Preemption.** If the FCC or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Permit, then, to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by City, the jurisdiction of City shall cease and no longer exist.

8.2 **Employment Requirements.** Clarity shall afford equal opportunity in employment to all qualified persons. No person shall be discriminated against in employment because of race, color, sex, religion, gender, national origin, age, familial status or disability. Clarity shall maintain and carry out a continuing program of specific practices designed to assure equal opportunity in every aspect of its employment policies and practices.

8.3 **Notice.** Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Ordinance/Permit shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, or by nationally or internationally recognized courier service (such as Federal Express). If questioned, the party sending a notice shall have the burden to prove receipt or rejection. Rejected notices shall be deemed delivered. The parties may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this section.

If to City: City Manager
City of Shawnee
16 West 9th Street
Shawnee, OK 74801

If to Clarity: Clarity Telecom, LLC
5100 S. Broadband Lane
Sioux Falls, SD 57108
Attn: Legal Notices

Copy to: Clarity Telecom, LLC
c/o Holland & Hart LLP
555 17th Street, Suite 3200
Denver, CO 80202
Attn: Susan Oakes, Esq.

8.4 **Descriptive Headings.** The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 **Severability.** If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Permit or any renewal or renewals thereof.

8.6 **Force Majeure.** Clarity shall not be held in default under, or in noncompliance with, the provisions of the Permit, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of Clarity to control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Clarity's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

PASSED AND APPROVED by the City of Shawnee City Commission this ____ day of _____, 2022.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

(SEAL)

Approved as to form and legality this ____ day of _____, 2022.

JOSEPH M. VORNDRAN
CITY ATTORNEY

ACCEPTANCE BY PERMIT HOLDER

Accepted this _____ day of _____, 2022, subject to applicable federal, state, and local law.

CLARITY TELECOM, LLC

By: _____

Name: _____

Title: _____

18022878_v1

Amended Regular Board of Commissioners**7.**

Meeting Date: 01/18/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 1011 East Farrall Street from A-1 (Rural Agricultural District) to R-1 (Single Family Residential District). Case No. RZ01-22, Applicant: Paula Lauderdale.

Attachments

Staff Report

Ordinance



Community Development

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: January 10, 2021
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Public hearing and consideration of an ordinance to rezone property located at 1011 E. Farrall Street from A-1 (Rural Agricultural District) to R-1 (Single Family Residential District). Case No. RZ01-22, Applicant: Paula Lauderdale

Background: The subject property located at 1011 E. Farrall Street is six-acre parcel. This application is a request for the northwestern one-acre to be rezoned from **A-1** (Rural Agricultural District) to **R-1** (Single Family Residential District).

Currently, a single-family residence is located on the proposed one-acre parcel. The property owner's intention is to split the six-acre parcel in the future. Since land zoned A-1 (Rural Agricultural District) must be a minimum of five-acres, this rezoning prepares the property for that future lot split.

Staff reviewed the application submittals for compliance and completeness and found the documents satisfactory. Per 11 O.S. 43-106 and City of Shawnee Zoning Code Sec. 22-645 a notice of public hearing was published and posted for this rezoning request. Planning staff recommended Approval of Case No. RZ01-22 to the Planning Commission.

Attachment: Application and supporting documents

Recommendation: Planning Commission unanimously recommended Approval of the application RZ01-22 at its regular January 5, 2022 meeting.

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only	
Case Number:	<u>RZ 01-22</u>
Project Number:	<u>20211058</u>
Date Filed:	<u>11/24/21</u>
 Planning Commission Secretary	

REQUEST:

☒ Rezoning
☐ Conditional Use Permit
☐ Rezoning w/Conditional Use Permit
☐ Planned Unit Development

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

PROPERTY LOCATION (STREET ADDRESS): 1011 E Farrall

LEGAL DESCRIPTION: See Attached

PROPERTY OWNER (S): Randy & Paula Lauderdale

PROPERTY AGENT (APPLICANT): Paula Lauderdale

APPLICANT'S ADDRESS: 503 Pool Place

CITY: Shawnee STATE: OK ZIP: 74801

EMAIL ADDRESS: PJL74801@yahoo.com

TELEPHONE NUMBER: (405) 834 3054 CONTACT NUMBER: (405) 834-3054

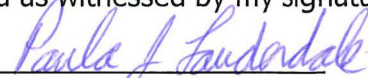
DIMENSIONS OF PROPERTY: AREA: 1-acre WIDTH: _____
LENGTH: _____ FRONTAGE: 208'

CURRENT ZONING: A-1 CURRENT USE: SF 14

PROPOSED ZONING: R-1 PROPOSED USE: SF 14

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

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE
RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.


SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 943 \$330.00
PLANNED UNIT DEVELOPMENT FEE \$ 550.00
NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

Rezoning Request

1011 E Farrall

I am requesting to change the current zoning of the property of 1011 E Farrall from Agriculture to Residential one for one acre where the current house is located and 5 acres would remain agriculture zoning. See land survey attached.

This property has been in my family for over 50 years. I would like to make some positive improvements to the land and property with landscaping and building a new house for my daughter's family on the 5 acres zoned agriculture and long- term plans would be to remodel / rebuild the current house at 1011 E Farrall for my retirement home.

Current zoning of 6 acres agriculture does not allow for building two homes. Rezoning will allow building two homes.

Thank you.

Paula Lauderdale

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

By: Julie Jordan
Julie Jordan
Abstractor License No. 4071
OAB Certificate of Authority # 017
File No. 2688956-OK99

OWNERSHIP LIST

ORDER NO 2688956-SH99

DATE PREPARED: November 2, 2021

EFFECTIVE DATE: October 26, 2021 at 7:30 am

OWNER	LOT	BLK	ADDITION
LAUDERDALE PAULA J & RANDY D 1011 E FARRALL SHAWNEE, OK 74801-0000			BEG 577'E NW/C SW SW E295' S TO RR R/W TO PT 33'E SE/C OF GROVE ADD. N855' POB. (20-10N-4E)
COKER JASON & GLENDA E 911 E BENTLEY SHAWNEE, OK 74801-0000		3	GROVE
COKER JASON & GLENDA E 911 E BENTLEY SHAWNEE, OK 74801-0000	17 & 18	3	GROVE
JIM HARVEY JR & VIOLA 909 E BENTLEY SHAWNEE, OK 74801-0000	14 THRU 16	3	GROVE
WHITLEY GLENNA & OR JOHNNY 907 E BENTLEY SHAWNEE, OK 74801-0000	12 & 13	3	GROVE
COLLIER JOHNNIE D & OR TAMARA 905 E BENTLEY SHAWNEE, OK 74801-0000	10 & 11	3	GROVE
MCPHERSON TINA 912 E BENTLEY SHAWNEE, OK 74801-0000	26 THRU 31	2	GROVE
ARZOLA GREGORIO & C 906 E BENTLEY SHAWNEE, OK 74801-0000ARMEN	32 THRU 34	2	GROVE
ARZOLA GREGORIO & C 906 E BENTLEY SHAWNEE, OK 74801-0000ARMEN	35 THRU 37	2	GROVE
DELEON BARBARA J 937 E HAYES SHAWNEE, OK 74801-0000	24 & 25	2	GROVE
MCPHERSON TINA 912 E BENTLEY SHAWNEE, OK 74801-0000	18-23	2	GROVE
LEEDOM GARY D & DONNA J 913 E HAYES SHAWNEE, OK 74801-0000	15 THRU 17	2	GROVE
TANQUARY TOM & JUDY 936 E HAYES SHAWNEE, OK 74801-0000	26 THRU 28	1	GROVE

LILES DALE & DEBORAH 930 E HAYES SHAWNEE, OK 74801-0000	29 THRU 31	1	GROVE
LILES DALE & DEBORAH 930 E HAYES SHAWNEE, OK 74801-0000	32 THRU 35	1	GROVE
SHA AFFORDABLE HOUSING LP PO BOX 2429 MUSKOGEE, OK 74402-0000	18 & 19	1	GROVE
MUHAMMAD W A 921 E FARRALL SHAWNEE, OK 74801-0000	11 THRU 17	1	GROVE
BOARD OF COUNTY COMMISSIONERS 14101 ACME RD SHAWNEE, OK 74804-0000	12 &; 13 BEG SE/C S1/2 OUTLOT 12 N50' W140' S50' E140'	12	SPAULDINGS
LARES-MONREAL ELADIO & DOLORES 336 S EDEN SHAWNEE, OK 74801-0000	12 BEG 75'N SE/C OUTLOT 12 W140' N140' E140' S140' TO POB	12	SPAULDINGS
CHAVEZ BILL & JACKIE R TRUST 326 S EDEN SHAWNEE, OK 74801-0000	12 &; 13 BEG 37.5'S NE/C S/2 OF OUTLOT 12 W140' S77.5' E140' N77.5' POB	12	SPAULDINGS
CONDY ROWANA J 927 N BEARD SHAWNEE, OK 74801-0000	12 &; 13 BEG AT NE/C S1/2 OUTLOT 12 SPAULDING W139.85' S37.50' E140' N37.50' POB	12	SPAULDINGS
BARLOW ROGER 301 S DIXON SHAWNEE, OK 74801-0000	12 BEG 315'S NW/C A P OUTLOT 12 S111' E240' B111' W240' POB	12	SPAULDINGS
COKER WALTER L & JOANN 303 S DIXON SHAWNEE, OK 74801-0000	12 &; 13 BEG 142'S NE/C OUTLOT 12 W140' TO POB THENCE N31' W240' TO W LINE OF OUTLOT 12 S110' E240' TO POINT S OF TRUEN POB THENCE N79' POB BEG SE/C OF LOT 9 W32.35'	12	SPAULDINGS
RICHARDS CLAUDE LEE 1012 E FARRALL SHAWNEE, OK 74801-0000	12 &; 13 BEG 140'W SE/C OUTLOT 12 N100' W100' S100' E100'	12	SPAULDINGS
ALLTIZER JOSHUA DEAN & MARILYN M FLEMING	12 TRACT 1 BEG 16.5' E SW/C OUTLOT 12 E123.5' N62.5' W123.5' S62.5' POB &; TRACT 2 BEG 62.5'N SW/C OUTLOT 12 N37'(N37.5' PER DEED) E140' S37'(S37.5' PER DEED) W140'	12	SPAULDINGS
BOARD OF COUNTY COMMISSIONERS 14101 ACME RD SHAWNEE, OK 74804-0000	31 THRU 35	13	SPAULDINGS
OAKLAND BAPTIST CHAPEL 915 E OAKLAND SHAWNEE, OK 74802-1928	36 THRU 48	12	SPAULDINGS

GONZALES LEONCIO & RAFAEL 310 S OSAGE SHAWNEE, OK 74801-0000	BEGINNING NW/C OUTLOT 11 THENCE S110' THENCE E396' THENCE N110' THENCE W396' TO POB	11	SPAULDINGS
MOORE TERRY WAYNE 1113 E FARRALL AVE SHAWNEE, OK 74801-0000			BEG NE/C SW SW W264' S660' E264' N660' (20-10N-4E)
DELEON LUPE 1111 E FARRALL SHAWNEE, OK 74801-0000			(20-10N-4E) BEG 873.2'E NW/C SW SW EAST TO NE/C SW SW SOUTH TO NORTH LINE OF R/W RR WESTERLY ALONG NORTH LINE OF RR R/W TO A PT 873.2' EAST OF WEST LINE SW N912' TO POB LESS BEG NE/C SW SW W264' S660' E264' N660' POB
SHAWNEE MILLING CO P O BOX 1567 SHAWNEE, OK 74801-0000			THE PLOTTED PART OF SW S OF KATY RR (20-10N-4E)

NORTH FORK SURVEYING & DRAFTING, INC.

515 6th ST / P.O. Box 296 SNYDER, OK 73566
(580)569-2305 / www.nfork.com

INVOICE

October 21, 2021

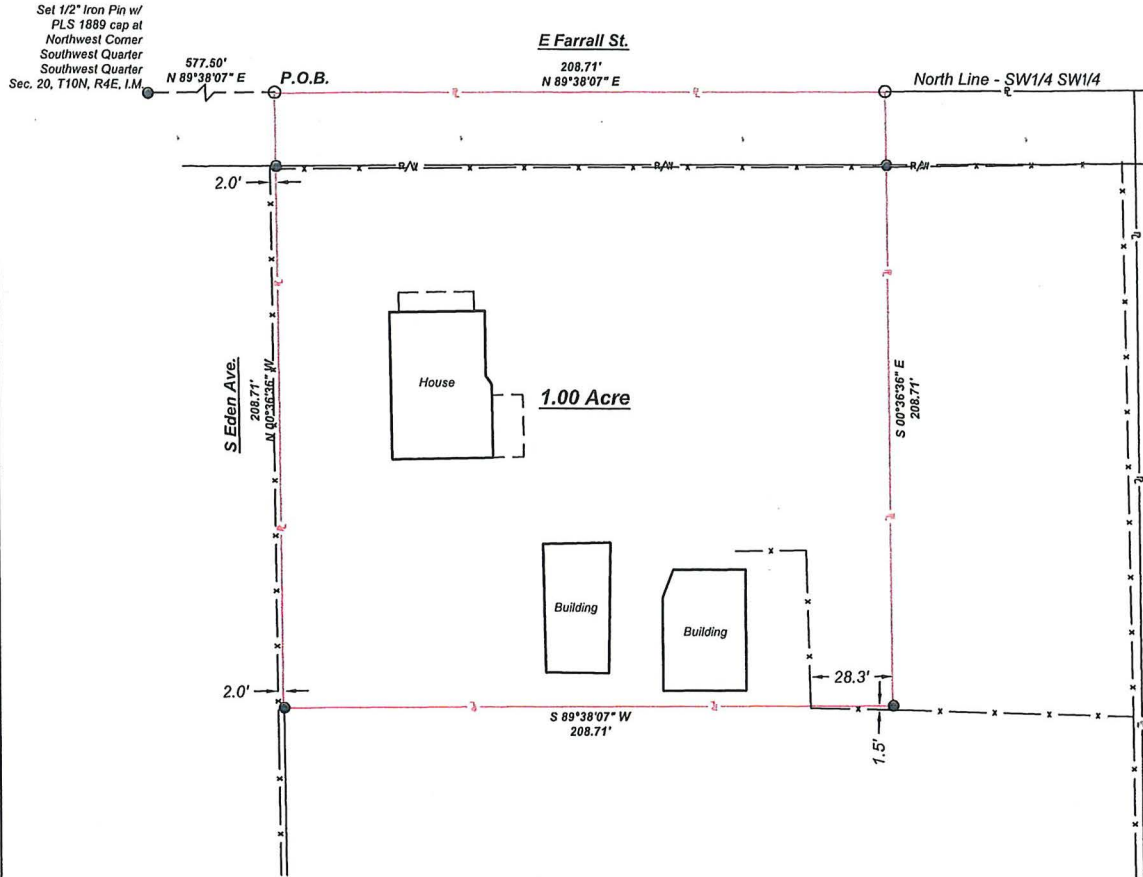
Paula Lauderdale
1011 E Farrall St.
Shawnee, OK 74801

WO # 21-061
INVOICE # 21-061-1

Survey and describe two tracts of land located in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 20, Township 10 North, Range 4 East of the Indian Meridian in Pottawatomie County, Oklahoma.

Thank you very much for your business.

SURVEYING*GPS*DRAFTING*CONSULTATIONS*MAPS*DESCRIPTIONS



SCALE

0 50 100

Legend

- Set 1/2" Iron Pin w/PLS 1889 cap
- Set Mag Nail w/PLS 1889 washer
- Property Line
- Section Line
- R/W 25' Right-of-Way Line
- x x x Fence Line

I, Brent Jung, a licensed Professional Land Surveyor, certify that I completed a survey on October 19, 2021 of a tract of land located in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 20, Township 10 North, Range 4 East of the Indian Meridian in Pottawatomie County, Oklahoma, said tract being a part of an existing tract of land described by a Joint Tenancy Quit Claim Deed filed as Instrument Number 201300008520 of the Pottawatomie County Clerk's records, being described as follows:

Commencing at the Northwest corner of said SW1/4 SW1/4; Thence N89°38'07"E, on the North line of said SW1/4 SW1/4, a distance of 577.50 feet to the Northwest corner of said existing tract, said point also being the POINT OF BEGINNING; Thence continuing N89°38'07"E, on said North line, a distance of 208.71 feet; Thence S00°36'36"E, parallel with the West line of said existing tract, a distance of 208.71 feet; Thence S89°38'07"W, parallel with said North line, a distance of 208.71 feet to said West line; Thence N00°36'36"W, on said West line, a distance of 208.71 feet to the POINT OF BEGINNING, containing 1.00 acres, more or less.

I further certify that this drawing represents the measurements made and the monuments found and set at the time of my survey.

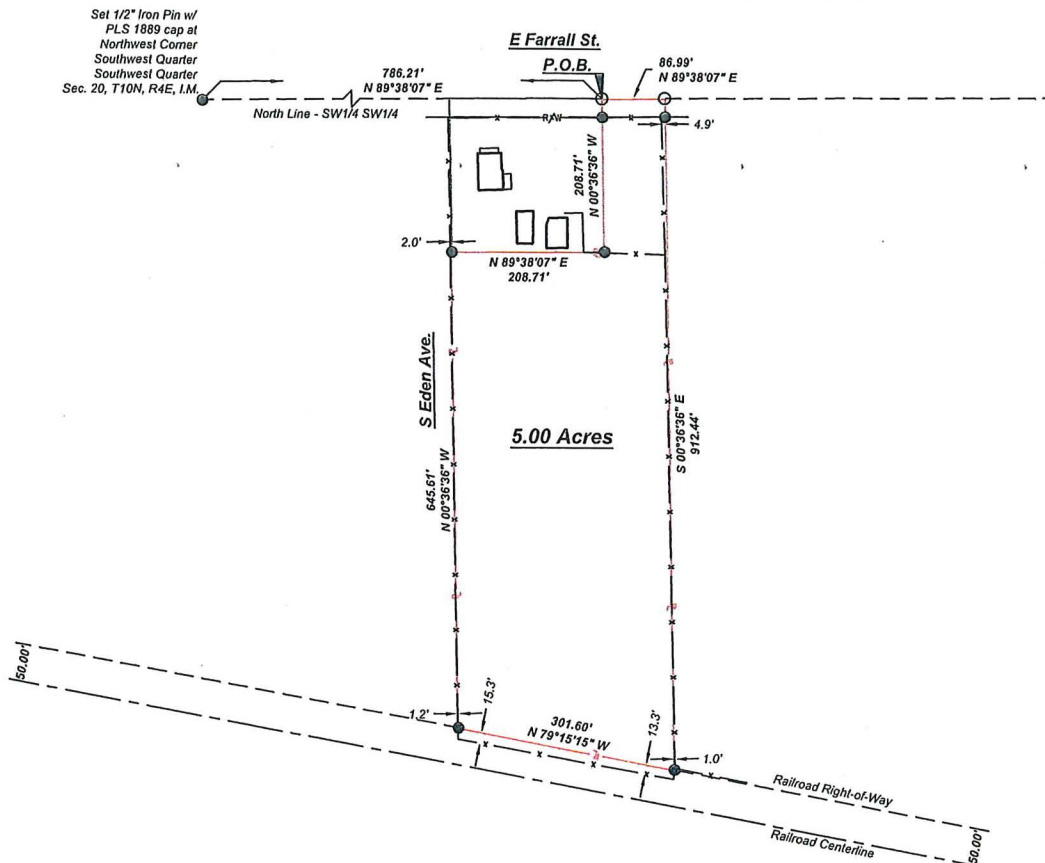
The bearings used in this description and shown on this drawing are grid bearings based on the Oklahoma Coordinate System of 1983 (2011), South Zone.

I further certify that this survey meets the minimum technical standards established by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Signed and sealed 10/21/2021

Brent Jung
Brent Jung
Professional Land Surveyor #1889





Legend



SCALE

0 200 400

- Set 1/2" Iron Pin w/PLS 1889 cap
- Set Mag Nail w/PLS 1889 washer
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- Section Line
- R/W 25' Right-of-Way Line
- x x Fence Line

I, Brent Jung, a licensed Professional Land Surveyor, certify that I completed a survey on October 19, 2021 of a tract of land located in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 20, Township 10 North, Range 4 East of the Indian Meridian in Pottawatomie County, Oklahoma, said tract being a part of an existing tract of land described by a Joint Tenancy Quit Claim Deed filed as Instrument Number 201300008520 of the Pottawatomie County Clerk's records, being described as follows:

Commencing at the Northwest corner of said SW1/4 SW1/4; Thence N89°38'07"E, on the North line of said SW1/4 SW1/4, a distance of 786.21 feet to a point on the North line of said existing tract, said point also being the **POINT OF BEGINNING**;

Thence continuing N89°38'07"E, on said North line, a distance of 86.99 feet to the Northeast corner of said existing tract; Thence S00°36'36"E, on the East line of said existing tract, a distance of 912.44 feet to the Southeast corner of said existing tract; Thence N79°15'15"W, on the South line of said existing tract, a distance of 301.60 feet to the Southwest corner of said existing tract; Thence N00°36'36"W, on the West line of said existing tract, a distance of 645.61 feet; Thence N89°38'07"E, parallel with said North line, a distance of 208.71 feet; Thence N00°36'36"W, parallel with said West line, a distance of 208.71 feet to the **POINT OF BEGINNING**, containing 5.00 acres, more or less.

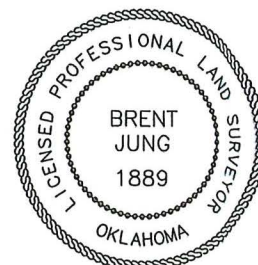
I further certify that this drawing represents the measurements made and the monuments found and set at the time of my survey.

The bearings used in this description and shown on this drawing are grid bearings based on the Oklahoma Coordinate System of 1983 (2011), South Zone.

I further certify that this survey meets the minimum technical standards established by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Signed and sealed 10/21/2021

Brent Jung
Professional Land Surveyor #1889



ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING 577.50 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/C SW/4 SW/4) OF SECTION TWENTY (20), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE EAST 295.70 FEET; THENCE SOUTH TO THE C.R.I. & P. RAILWAY; THENCE WESTERLY ALONG SAID LINE TO A POINT 33 FEET EAST OF THE SOUTHEAST CORNER OF GROVE ADDITION, TO THE CITY OF SHAWNEE; THENCE NORTH 855 FEET TO THE POINT OF BEGINNING, FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 18th day of January, 2022, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification A-1 (Rural Agricultural District) to R-1 (Single Family Residential District).

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to R-1 (Single Family Residential District).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND DESCRIBED AS BEGINNING 577.50 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/C SW/4 SW/4) OF SECTION TWENTY (20), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE EAST 295.70 FEET; THENCE SOUTH TO THE C.R.I. & P. RAILWAY; THENCE WESTERLY ALONG SAID LINE TO A POINT 33 FEET EAST OF THE SOUTHEAST CORNER OF GROVE ADDITION, TO THE CITY OF SHAWNEE; THENCE NORTH 855 FEET TO THE POINT OF BEGINNING, FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this ____ day of _____, 2022.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of _____, 2022.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Amended Regular Board of Commissioners

8. a.

Meeting Date: 01/18/2022

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 001 General Fund – To appropriate revenue received from Insurance Recovery to fund Police Vehicle Repairs.

Attachments

Memo

Fund 001



Finance

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

Date: January 18, 2022
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: Consideration of budget amendments for funding Police Vehicle Repairs and Police Body Cameras

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

- \$7,570 – Insurance Recovery to be appropriated for Police Vehicle Repair.

The Police Department has recently received donations to purchase body cameras for its officers. Staff is requesting that the donated funds be appropriated to the gifts and contributions fund to purchase the body cameras. The amount of the appropriation is as follows:

- \$5,000 – Donation for the purchase of Police Department body cameras.

Financial Impact: \$7,570 of General Fund Revenue, and \$5,000 of Gifts and Contributions Fund Revenue.

Attachment: Amendment.

Staff Recommendation: Approval of the item.

City of Shawnee
2021-2022 Budget Amendment
General Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	48040			INSURANCE RECOVERY	-	7,570.77	7,570.77
				Total	-	7,570.77	7,570.77

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0620-53040			REPAIR & MAINT. -VEHICLES	65,000.00	7,570.77	72,570.77
					-	-	-
					65,000.00	7,570.77	72,570.77

Approved by the City Commission this

Explanation of Budget Amendment:
To appropriate revenue received from Insurance
Recovery to fund Police Vehicle Repairs

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

Amended Regular Board of Commissioners

8. b.

Meeting Date: 01/18/2022

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 706 Gifts and Contributions – To appropriate donations received for the purchase of Police Body Cameras.

Attachments

Memo

Fund 706



Finance

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

Date: January 18, 2022
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: Consideration of budget amendments for funding Police Vehicle Repairs and Police Body Cameras

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

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- \$5,000 – Donation for the purchase of Police Department body cameras.

Financial Impact: \$7,570 of General Fund Revenue, and \$5,000 of Gifts and Contributions Fund Revenue.

Attachment: Amendment.

Staff Recommendation: Approval of the item.

City of Shawnee
2021-2022 Budget Amendment
Gifts & Contributions

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
706	44200			DONATIONS - POLICE DEPT	-	5,000.00	5,000.00
				Total	-	5,000.00	5,000.00

Appropriations

[illegible]

Approved by the City Commission this

Explanation of Budget Amendment:
To appropriate donations received for the purchase of
Police Body Cameras

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

Amended Regular Board of Commissioners**9.**

Meeting Date: 01/18/2022

Sales Tax and Budget Reports

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge monthly Sales Tax and Budget Reports.

Attachments

Sales Tax Report

Budget Report



Date: January 18, 2022
To: Honorable Mayor and City Commissioners
From: Jacob Bussell, Asst. Finance Director
Subject: December Sales and Use Tax Deposit

Sales and Use Tax Collections: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in January consists of December estimates and November final reported collections. Any taxes collected for months prior to November will include accrued late penalties and interest.

Sales Tax Collection Allocated by Fund:

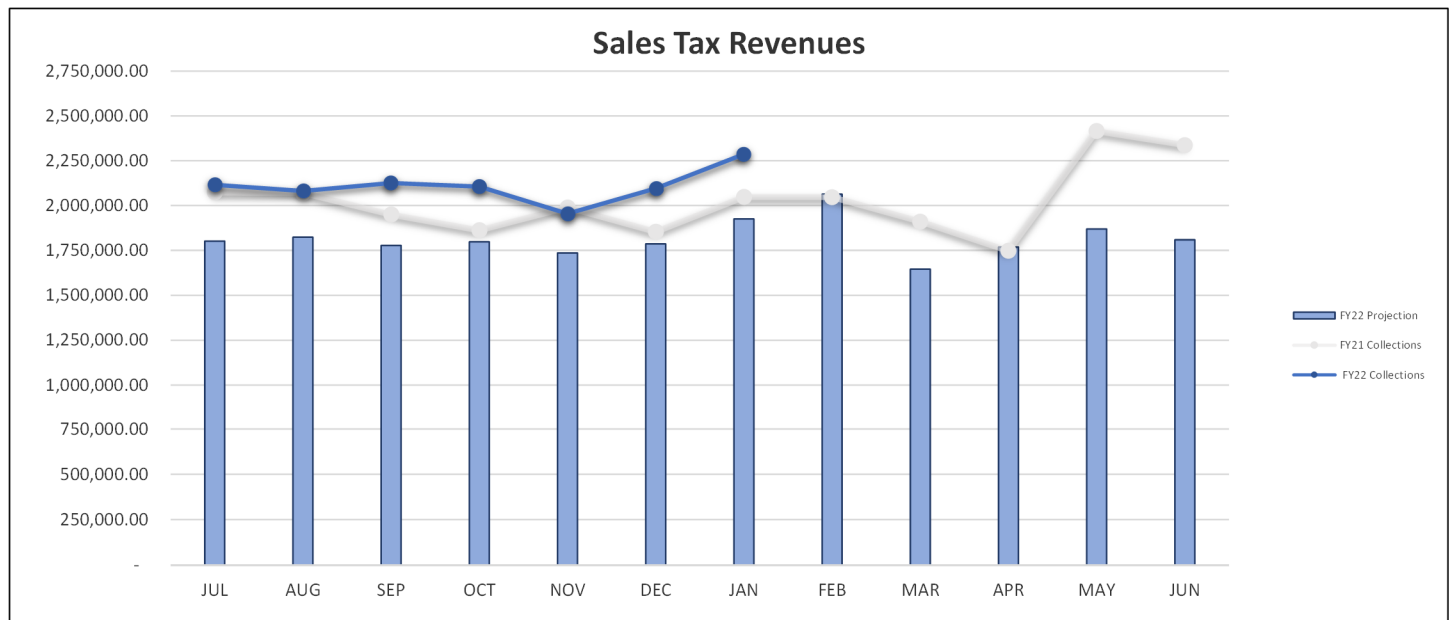
The January sales tax deposit was \$2,286,046.41, including interest of \$974.64, to be allocated as follows:

Fund	Allocation
General Fund	\$ 1,306,312.25
2018 Capital Improvements Fund	326,578.05
Capital Improvements Fund	253,098.01
Street Improvements Fund	285,755.79
Economic Development Fund	32,657.81
Police Sales Tax Fund	40,822.25
Fire Sales Tax Fund	40,822.25
Total Sales Taxes Collected	<u>\$ 2,286,046.41</u>

Finance Department Report:

Sales and use tax collections totaled \$2,561,117.79 for January 2022. It should be noted the current sales tax estimate for FY 21-22 is based on a 2% increase compared to the prior year budget. For the year, sales tax collections are up \$2,113,146 or 16.70%, over the projected budget year-to-date. Use tax collections are up approximately \$357,584, or 24.63%, over the projected budget year-to-date.

Fiscal Year 2022 Sales Tax Collections and Performance:

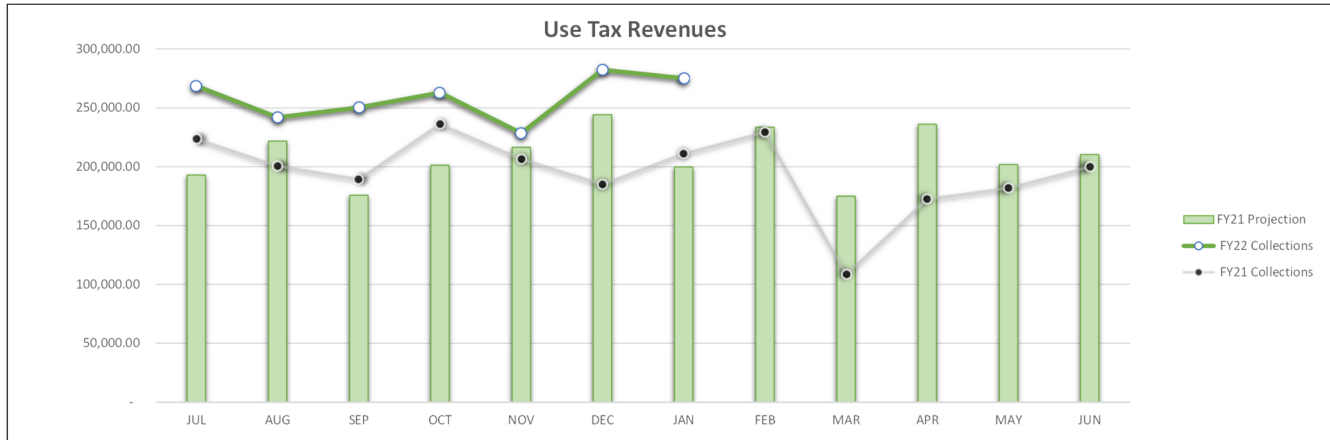


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts (January 2022):	\$ 1,925,655	\$ 2,286,046	\$ 360,391	18.72%
Sales Tax Receipts (year-to-date):	\$ 12,652,986	\$ 14,766,132	\$ 2,113,146	16.70%

	January 2021	January 2022	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,047,294	\$ 2,286,046	\$ 238,753	11.66%

	Year To Date FY 2021	Year To Date FY 2022	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	✓ \$ 13,844,760	\$ 14,766,132	\$ 921,371	6.66%

Fiscal Year 2022 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (January 2022):	\$ 199,730	\$ 275,071	\$ 75,342	37.72%
Use Tax Receipts (year-to-date):	\$ 1,452,111	\$ 1,809,696	\$ 357,584	24.63%

	January 2021	January 2022	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 230,060	\$ 275,071	\$ 45,011	19.56%

	Year To Date FY 2021	Year To Date FY 2022	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 1,458,596	\$ 1,809,696	\$ 351,100	24.07%

Fiscal Year 2022 – Sales & Use Tax – Above Projections:

Sale & Use Tax - Above Projections (year to date):	\$ 1,482,583
Appropriated:	
- COLA - Step & Grade	\$ (243,525)
- Police & Fire Contracts, Com. Dev. Dept. Adj.	\$ (674,212)
Unappropriated:	<u>\$ 564,847</u>

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

This year, the City of Shawnee implemented OpenGov which allows for an interactive experience with the city's budget. The Budget to Actuals report is laid out in four sections: Revenue vs Expenditure Summary YTD, Revenue by Source, Breakdown by Account Group, and Breakdown by Department.

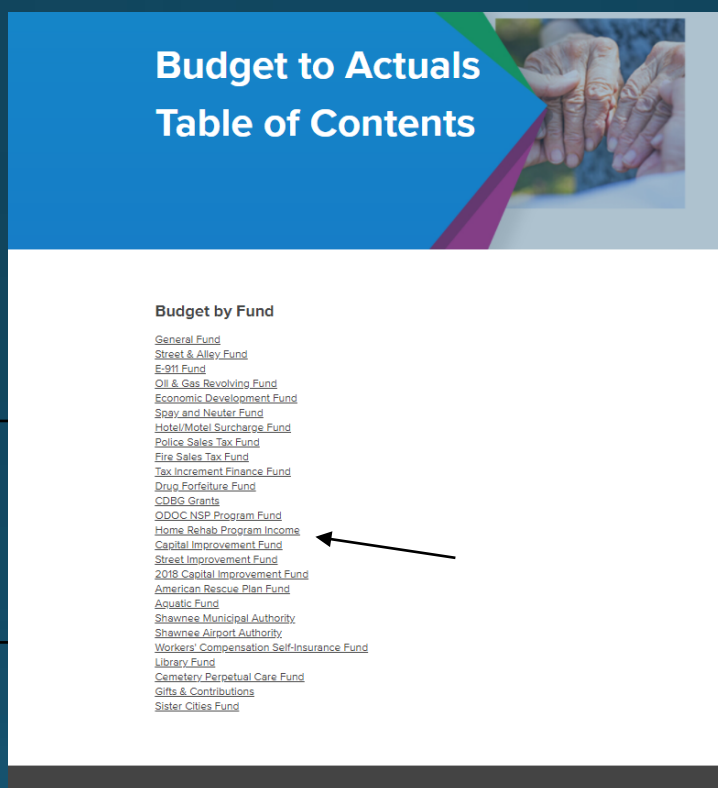
Please Note: *OpenGov works best with Google Chrome.*

Table of Contents

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

<https://stories.opengov.com/shawneeok/published/u84NCy36R>

The first thing which appears is the Table of Contents. This page contains links to each fund. You may look at the desired budget by clicking on the hyperlink.

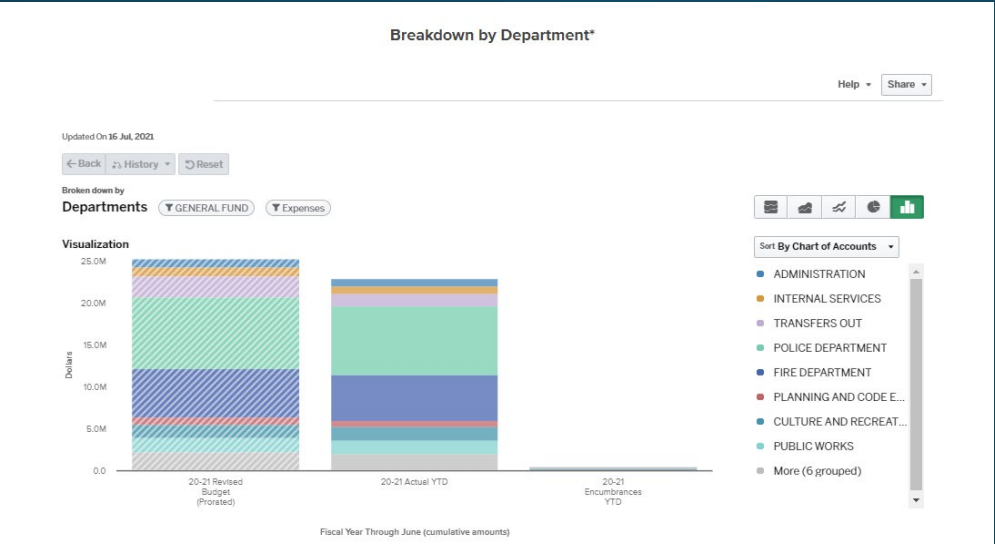


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

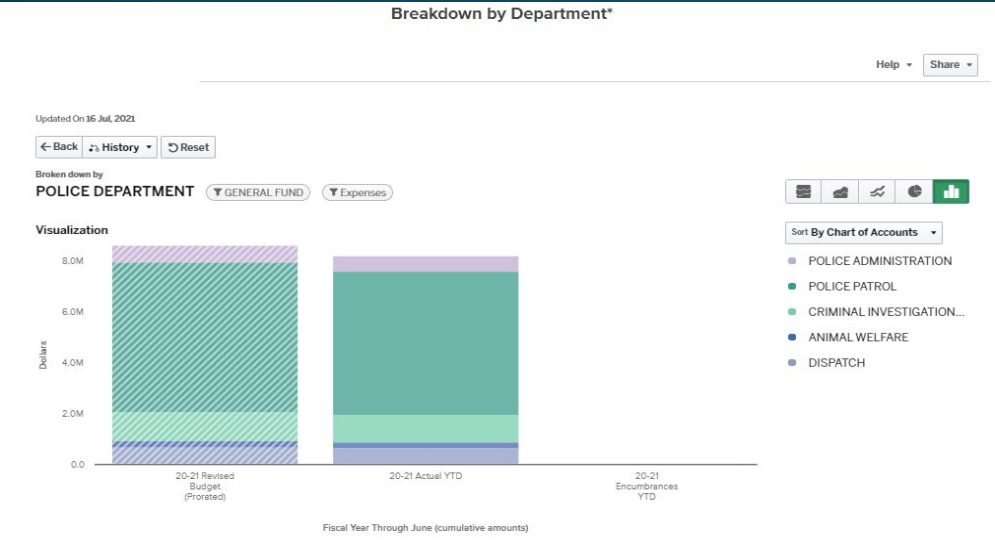
Drill-Down Capabilities

Certain graphs are dynamic and can be used to drill-down. For example, the General Fund Breakdown by Department can be limited to certain divisions. This is done by clicking on the portion of the graph which is of interest.

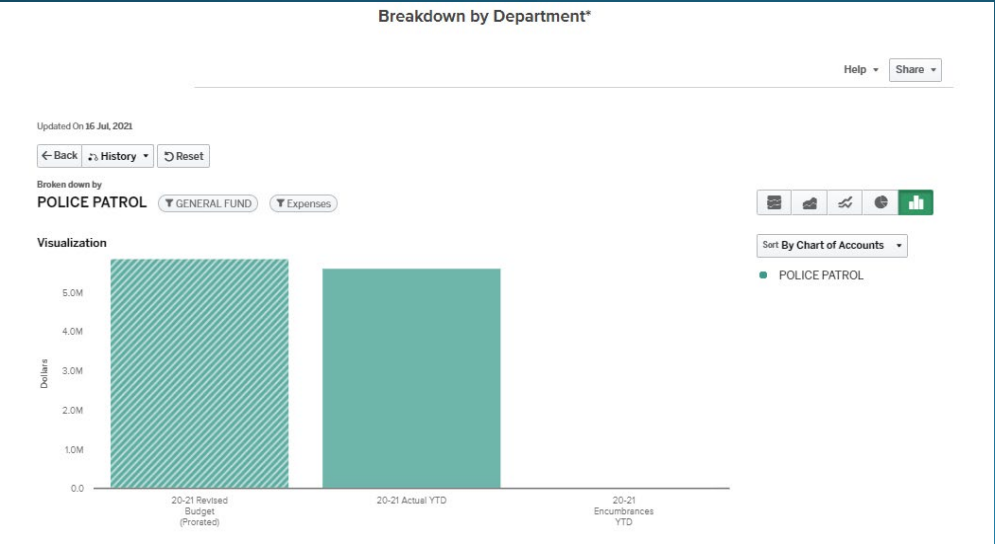
Initial View



Department Level

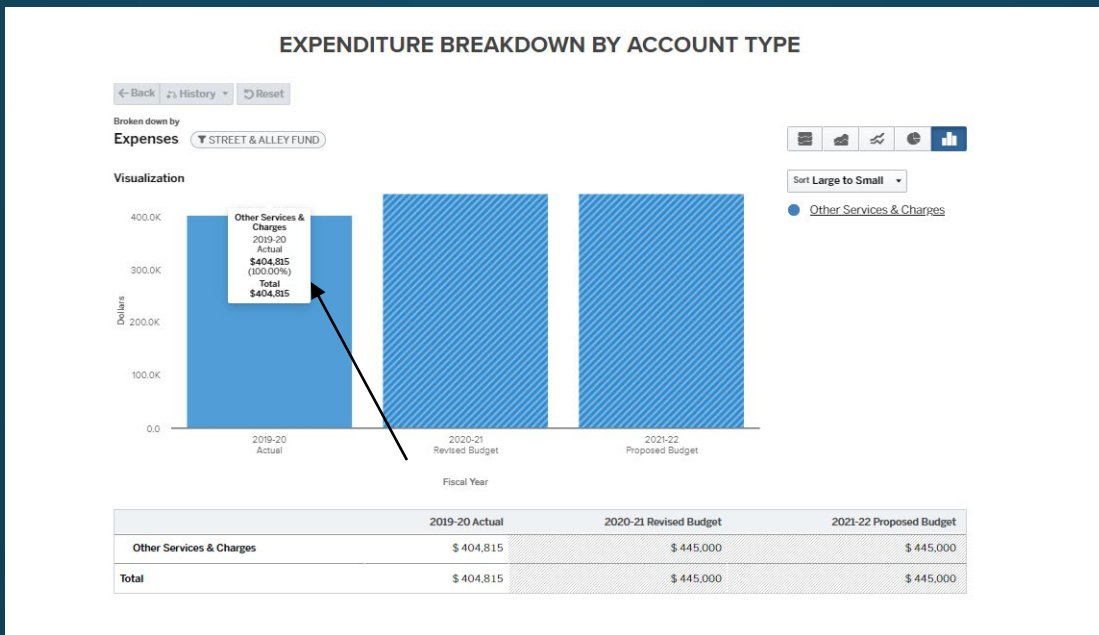


Division Level



Hovering to View Numbers

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



Sorting

Graphs may be sorted four ways:

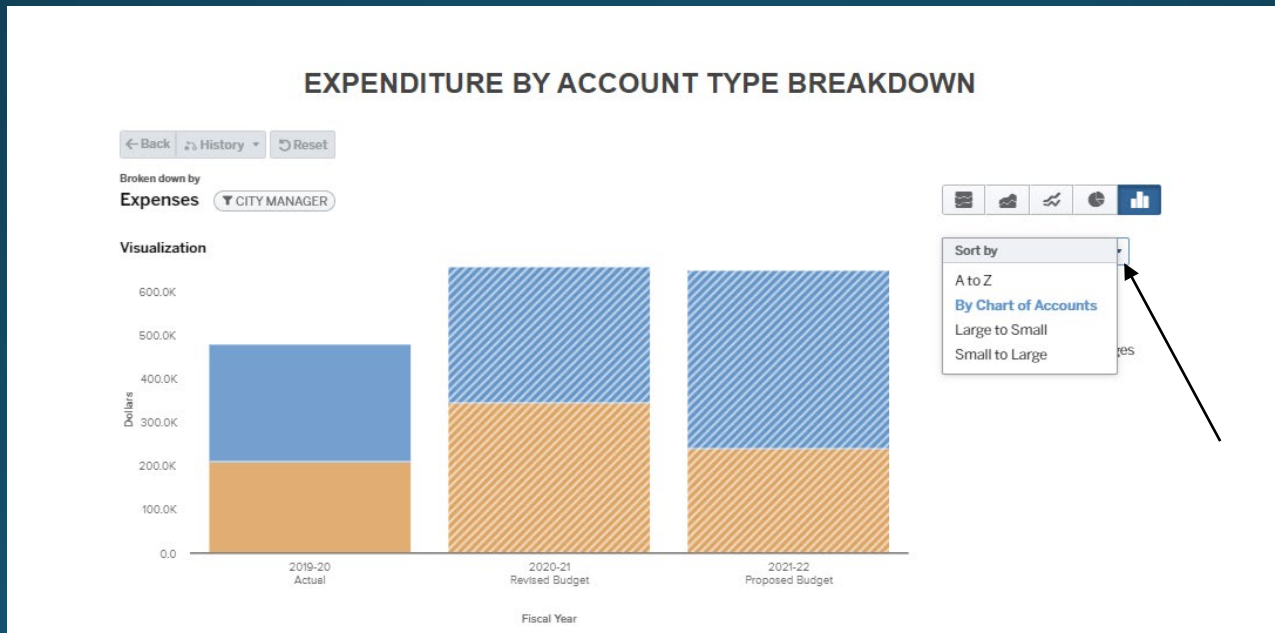
A to Z

Chart of Accounts

Smallest to Largest

Largest to Smallest

To use this feature, please use the Sort By dropdown on the top right-hand corner of the graph.



Please Note: OpenGov information updates daily with current accounting records, and therefore, is subject to change if viewed subsequent to the original presentation date.