

AGENDA
BOARD OF CITY COMMISSIONERS
November 16, 2020 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
2. Consider approval of Consent Agenda:
 - a. Minutes from the October 19, 2020 regular meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for October 2020
 - Project Payment Report for October 2020
 - Shawnee Urban Renewal Authority Minutes from the August 4, 2020 regular meeting
 - Shawnee Community Beautification Committee Minutes from the September 17, 2020 regular meeting
 - Planning Commission Minutes from the June 19, 2020 special call meeting, September 2, 2020 regular meeting and the September 17, 2020 special call meeting
 - c. Acceptance of public water line improvements along Hardesty Road and placing the maintenance bond into effect.
 - d. Authorize renewal of an agreement with the Housing Authority of the City of Shawnee for supplemental police services.
 - e. Approve an amendment to the contract with Safe Events for Families (SEFF) for Fiscal Year 2020-2021 to include a wider variety of events to safely accommodate COVID-19 precautions.
 - f. Acknowledge the resignation of Joe Harbeson from the Shawnee Community Beautification Committee, effective January 1, 2021.

g. Acknowledge the resignation of Tom Terry from the Shawnee Community Beautification Committee, effective January 1, 2021.

h. Mayor's Appointments:

Shawnee Community Beautification Committee

Sherry Lankford 2nd Full Term Expires: January 1, 2024
Reappointment

Debi Renegar 2nd Full Term Expires: January 1, 2024
Reappointment

Carla Smith 2nd Full Term Expires: January 1, 2024
Reappointment

3. Presentation by Animal Control to present the Pet of the Week.
4. Consideration of the City Manager's hiring of Michael Ayers as the Chief Information Officer.
5. Consideration of the City Manager's hiring of Anthony Wittmann as Fire Department Chief.
6. Consideration of the City Manager's hiring of Rachelle Erickson as Emergency Manager.
7. Acknowledgement and ratification of the Proclamation declaring an emergency within the City Limits and such additional territory as may be described herein, authorizing the actions of the City Manager pursuant to State Laws and the Municipal Code of the City of Shawnee.
8. Consideration of an ordinance amending portions of Chapter 15, entitled "Health and Safety" located in Chapter 15, Article I, of the Shawnee City Code of Ordinances, by specifically enacting the "City of Shawnee, COVID-19 Safety Code", to be codified as Section 15-6 through 15-17 of the Code in order to provide the findings and declarations of the City Council; providing a definition of "face covering"; requiring face coverings shall be worn in certain places or settings; providing suggested guidelines for face coverings; providing exceptions; providing an effective and expiration date and time; providing for enforcement, violations, and penalties for violations; providing a defense; and declaring an emergency.
9. Consideration of a contract with GH2 for architectural and engineering services for the Santa Fe Depot Historic Roof Project.
10. Public hearing and consideration of an ordinance to rezone property located at 1027 North Harrison Avenue, containing 0.35-acres, from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) for the purpose of an automotive dealership. Case No. P17-20, Applicant: Patrick and Kelly Anne Buttram.

11. Public hearing and consideration of an ordinance to rezone property located at 32105 Homer Lane, containing five-acres, from A-1 (Rural Agricultural District) to RE (Residential Estates District) for the purpose of a three parcel, minimum of one-acre lot size lot split, located on a five-acre property. Case No. P18-20, Applicant: Henry and Helen Wilkos.
12. Consideration of the following budget amendments:
 - a. Fund 001 General Fund – To adjust for utilization of increased sales tax collections and federal reimbursement for several projects including increased demolition, a scanning solution, software upgrades, funding for the Heart of Oklahoma Exposition Center upkeep, and street sweeper.
 - b. Fund 104 Economic Development Fund – To adjust for an increase in sales tax collections.
 - c. Fund 105 Spay and Neuter Fund – To adjust for an increase in spay and neuter needs and refunds.
 - d. Fund 106 Hotel/Motel Surcharge Fund – To adjust expenditures to allow for more advertising and printing.
 - e. Fund 108 Fire Sales Tax Fund – To adjust for increased sales tax collections.
 - f. Fund 706 Gifts and Donations Fund – To budget donations received and increase amount available for use by the animal shelter.
13. Acknowledge monthly Sales Tax and Budget Report.
14. New Business

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

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 11/16/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the October 19, 2020 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

OCTOBER 19, 2020 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session, Monday, October 19, 2020 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 3:32 p.m. on October 16, 2020. Mayor Bolt presided and Ms. Kennedy Allison called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Bob Weaver
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Pastor David Henry, Calvary Baptist Church

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 of questions to the Mayor, Commissioners, and Staff. He then read the questions. They included questions about the Fire Chief and Emergency Manager positions, as well as requested clarification on the OpenGov, Inc. quote and the abstention vote.

Ms. Erin Stevens with the Heart of Oklahoma Exposition Center thanked the Shawnee community for their understanding of the cancelation of Halloweentown. She explained that a food drive to benefit Community Market will run through

November 16, 2020. She advised that drop off locations include the Heart of Oklahoma Exposition Center and Demco Printing, Inc.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in the Agenda Item No. 8.
- b. Minutes from the October 5, 2020 regular meeting.
- c. Acknowledge the following reports and minutes:
 - License Payment Report for September 2020
 - Project Payment Report for September 2020
 - Parks and Recreation Committee Minutes from the July 9, 2020 special call meeting and the September 10, 2020 regular meeting
- d. Authorize staff to enter into a contract with OpenGov, Inc. for budgeting and transparency software, with a total first-year cost of \$99,008.02 for implementation and licensing and two additional years at an annual licensing cost of \$41,104.49.
- e. Acknowledge City Commission and Related Authorities Schedule of Regular Meetings for 2021.
- f. Acknowledge City of Shawnee Holiday Schedule for 2021.
- g. Mayor's Appointments:

Community Service Contract Review Committee

Rev. Ray Belford	2 nd Full Term	Expires: January 1, 2024
<i>Reappointment</i>		

Ken McDowell	2 nd Full Term	Expires: January 1, 2024
<i>Reappointment</i>		

Mayor Bolt asked that Consent Agenda Item No. 2(a) be pulled for separate consideration. Commissioner Weaver asked that Consent Agenda Item No. 2(d) be pulled for separate consideration.

A motion was made by Commissioner Flood, seconded by Commissioner Weaver, to approve Consent Agenda Item Nos. 2(a-g), less items 2(a) and 2(d). Motion carried 7-0.

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

NAY: None

Regarding Consent Agenda Item No. 2(a), City Manager, Chance Allison explained the item language should read “Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in the Agenda Item No. 9.”

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve Consent Agenda Item No. 2(a) amending the language to reflect Agenda Item No. 9. Motion carried 7-0.

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

NAY: None

Regarding Consent Agenda Item No. 2(d), Finance Director, Ashley Neel answered questions from the Commission regarding the proposed contract with OpenGov.

A motion was made by Commissioner Weaver, seconded by Commissioner Matthews, to approve Consent Agenda Item No. 2(d). Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 3:

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

Animal Control Officer Spoon presented Pearl, a four-year-old female canine. Pearl is available for adoption.

AGENDA ITEM NO. 4: Mayor' Proclamations:
"James Harrod Day"
October 6, 2020

Mr. James Harrod accepted the Mayor's Proclamation for "James Harrod Day" presented by Mayor Bolt.

AGENDA ITEM NO. 5: Consider an appointment of a City Commissioner to the Shawnee Community Beautification Committee.

Mr. James Bryce, Operation Director, provided information on the volunteer work and operations of the Shawnee Beautification Committee. Commissioner Flood volunteered to serve as the appointed Commissioner.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to appoint City Commissioner Flood the Shawnee Community Beautification Committee. Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Flood

AGENDA ITEM NO. 6: Consideration of an ordinance amending portions of Chapter 2, Section 2-5 – Sale of non-real estate property of the Shawnee City Code of Ordinances, relating to the sale of non-real estate property owned by the City of Shawnee; allowing the sale of surplus non-real estate property to be by public auction, sealed bids, or on-line auction services as directed by the City Commission; setting notice requirements; and providing for codification, repealer, and severability and declaring an emergency.

Ms. Ashley Neel, Finance Director, provided a Staff report. She advised that there is currently not enough detail in the City Code regarding surplus of non-real estate property. The proposed ordinance would provide structure for surplus of non-real estate property as follows: (1) Items estimated less than \$1,000.00 may be disposed of through means deemed appropriate by the City Manager; (2) Items

estimated between \$1,000.00 to \$5,000.00 may be disposed of in the manner deemed to be the best interest of the City with a list of the disposed property provided to the City Commission no later than the second City Commission meeting after the disposal; and (3) Any items estimated over \$5,000.00 will be presented to the City Commission for approval before disposed of.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve an ordinance amending portions of Chapter 2, Section 2-5 – Sale of non-real estate property of the Shawnee City Code of Ordinances, relating to the sale of non-real estate property owned by the City of Shawnee; allowing the sale of surplus non-real estate property to be by public auction, sealed bids, or on-line auction services as directed by the City Commission; setting notice requirements; and providing for codification, repealer, and severability and declaring an emergency.

Ordinance No. 2702NS was introduced.

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 2 SECTION 2-5 – SALE OF NON-REAL ESTATE PROPERTY OF THE SHAWNEE CITY CODE OF ORDINANCES, RELATING TO THE SALE OF NON-REAL ESTATE PROPERTY OWNED BY THE CITY OF SHAWNEE; ALLOWING THE SALE OF SURPLUS NON-REAL ESTATE PROPERTY TO BE BY PUBLIC AUCTION, SEALED BIDS, OR ON-LINE AUCTION SERVICES AS DIRECTED BY THE CITY COMMISSION; SETTING NOTICE REQUIREMENTS; AND PROVIDING FOR CODIFICATION, REPEALER, AND SEVERABILITY AND DECLARING AN EMERGENCY.

Motion carried 7-0.

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

Ordinance No. 2702NS was adopted by the City Commission.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve the emergency clause relating to Ordinance No. 2702NS. Motion carried 7-0.

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

AGENDA ITEM NO. 7:

Consideration of an ordinance relating to the purchase of supplies and equipment; amending Subsection (b), Section 2-107, Article III of Chapter 2 of the Code of the City of Shawnee, Oklahoma; raising the budgeted amount the City Manager may contract for to obtain supplies, materials, and equipment for the City to Fifty Thousand Dollars (\$50,000.00) without prior approval of the City Commission; providing for severability and declaring an emergency.

Ms. Ashley Neel, Finance Director, advised that the proposed ordinance would raise the City Manager's purchasing power for supplies and equipment from Twenty-Five Thousand Dollars (\$25,000.00) to Fifty Thousand Dollars (\$50,000.00) for items previously approved in the budget. The proposal is in line with the Competitive Bidding Act of 1974. Ms. Neel advised that any items not previously approved in the budget would be brought to the City Commission for approval.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve an ordinance relating to the purchase of supplies and equipment; amending Subsection (b), Section 2-107, Article III of Chapter 2 of the Code of the City of Shawnee, Oklahoma; raising the budgeted amount the City Manager may contract for to obtain supplies, materials, and equipment for the City to Fifty Thousand Dollars (\$50,000.00) without prior approval of the City Commission; providing for severability and declaring an emergency.

Ordinance No. 2703NS was introduced.

AN ORDINANCE RELATING TO THE PURCHASE OF SUPPLIES AND EQUIPMENT; AMENDING SUBSECTION (b), SECTION 2-107, ARTICLE III OF CHAPTER 2 OF THE CODE OF THE CITY OF SHAWNEE, OKLAHOMA; RAISING THE BUDGETED AMOUNT THE CITY MANAGER MAY CONTRACT FOR TO OBTAIN SUPPLIES, MATERIALS AND EQUIPMENT FOR THE CITY TO FIFTY THOUSAND DOLLARS (\$50,000.00) WITHOUT PRIOR APPROVAL OF THE CITY COMMISSION; PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

Motion carried 6-1.

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

Ordinance No. 2703NS was adopted by the City Commission.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve the emergency clause relating to Ordinance No. 2703NS. Motion carried 6-1.

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

AGENDA ITEM NO. 8:

Public hearing and consideration of an ordinance to rezone property located at 6-20 West MacArthur Street, containing 1.29-acres, from C-3 (Highway Commercial District) to C-3 (Highway Commercial District) with a CUP (Conditional Use Permit) for the purpose of an outdoor gathering space containing food trucks, on-premise sale and consumption of alcohol, pop-up shops, and restrooms. Case No. P15-20, Applicant: GCR Sunset Enterprises, LLC. (Deferred from the September 21, 2020 City Commission meeting.)

Mr. Chance Allison, City Manager, advised that this item is scheduled to be on the November 4, 2020 Planning Commission agenda. He requested that it be deferred to a future meeting.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to defer this item to a future City Commission meeting. Motion carried 7-0.

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

AGENDA ITEM NO. 9:

Consider Bids:

- a. Purchase of 0.32 acres, more or less, of improved land, generally located at 229 North Kickapoo Street, Shawnee, Oklahoma 74801. (Open)

BIDDER

AMOUNT

South Central Industries, Inc.
Shawnee, OK

\$42,000.00

City Engineer, Seth Barkhimer, read one (1) bid into the record. Mr. Barkhimer stated that the bid was above the minimum bid amount set forth in the bid document. He stated that Staff requested to award the bid to South Central Industries in the amount of Forty-Two Thousand Dollars (\$42,000.00).

A motion was made by Commissioner Weaver, seconded by Commissioner Matthews, to award the purchase of 0.32 acres, more or less, of improved land, generally located at 229 North Kickapoo Street, Shawnee, Oklahoma 74801 to South Central Industries, Inc. in the amount of Forty-Two Thousand Dollars (\$42,000.00). Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 10:

Acknowledge monthly Sales Tax and Budget Report.

Finance Director Ashely Neel reported that sales and use tax collections for the month of October 2020 totaled \$2,077,385.23. She advised that sales tax is up \$1,414,296.00, or 21.62%, over the projected budget year-to-date. She also advised that use tax collections are up approximately \$38,616.00, or 4.93%, over the projected budget year-to-date.

AGENDA ITEM NO. 11:

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. 12:

Commissioners Comments

Commissioner Salter expressed his appreciation for the work Ms. Ashley Neel, Finance Director, has been doing on the budget and new software.

Commissioner Sehorn stated he is excited for the new software and the transparency it will provide. He also said that he is pleased with the sales tax trend along with the vote on surplus items that will allow the City to discard unused supplies and equipment.

Vice Mayor Rutherford stated he is pleased with the sales tax trend.

Commissioner Flood echoed what other Commissioners stated on the new software and he is excited to see what it can do as far as getting information to everyone. He also stated he is looking forward to putting his attention toward the beautification of Shawnee by his appointment to the Shawnee Community Beautification Committee.

Commissioner Weaver advised that the Salvation Army Spaghetti Day is this Thursday, October 22, 2020. He stated that because of the pandemic, the food will be served through a drive-thru process. He stated that the cost is \$10.00 for adults and \$5 for children.

Commissioner Matthews congratulated Mr. James Harrod on his great service to the community. He stated that he appreciates Staff on their work on the agendas and modernizing the city code to be more efficient.

Commissioner Matthews advised that October is manufacturing month and recognized Georg Fischer ranking #9 nationally. He encouraged shopping local during the holiday season. He also encouraged voting in the upcoming election and stated that First United Bank is having a ballot notarizing party for absentee ballots on Tuesday, October 20, 2020 from 4:00 pm to 7:00 pm.

Mayor Bolt stated the importance of voting and encouraged voter participation in the community and nationally. He stated was happy to recognize Mr. James Harrod and all that he does for the community. He stated he is very excited about the OpenGov software and believes it will give us a level of visibility we have never seen.

AGENDA ITEM NO. 13:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:06 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

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

Meeting Date: 11/16/2020

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 October 2020
- Project Payment Report for October 2020
- Shawnee Urban Renewal Authority Minutes from the August 4, 2020 regular meeting
- Shawnee Community Beautification Committee Minutes from the September 17, 2020 regular meeting
- Planning Commission Minutes from the June 19, 2020 special call meeting, September 2, 2020 regular meeting and the September 17, 2020 special call meeting

Attachments

License Payment Report

Project Payment Report

Sura Minutes

Beautification Minutes

Planning Minutes 06-19-2020

Planning Minutes 09-02-2020

Planning Minutes 09-17-2020

===== PAYMENT DISTRIBUTION =====								
LICENSE	PERIOD	CODE	ISSUED TO	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
021338	10/07/20-10/06/21	ALARM	JOHNSON, J	15.00CR	.00	.00	.00	15.00CR
021339	10/07/20-10/06/21	ALARM	ALGER, ROBERT	15.00CR	.00	.00	.00	15.00CR
021341	10/10/20-10/09/21	ALARM	PRESCOTT, CHARLES D	15.00CR	.00	.00	.00	15.00CR
023022	10/02/20-10/01/21	ALARM	MURPHY, SARAH C	15.00CR	.00	.00	.00	15.00CR
024683	10/08/20-10/07/21	ALARM	NEAL'S HOME FURNISHINGS	15.00CR	.00	.00	.00	15.00CR
024775	10/22/20-10/21/21	ALARM	KAMMERER, NIKOLAUS L	15.00CR	.00	.00	.00	15.00CR
026424	10/03/20-10/02/21	ALARM	FLEMING, MICHAEL	15.00CR	.00	.00	.00	15.00CR
026516	10/21/20-10/20/21	ALARM	MASQUAT, RHONDA	15.00CR	.00	.00	.00	15.00CR
026536	10/24/20-10/23/21	ALARM	THE ARTS AT 317	15.00CR	.00	.00	.00	15.00CR
028266	10/23/20-10/22/21	ALARM	NOURBAKSH, REZA	15.00CR	.00	.00	.00	15.00CR
028269	10/23/20-10/22/21	ALARM	WHITED, DAVID	15.00CR	.00	.00	.00	15.00CR
030033	9/21/20- 9/20/21	ALARM	ZUHDI, OMAR	15.00CR	.00	.00	.00	15.00CR
030535	2/16/20- 2/15/21	ALARM	WILSON, JONATHAN B	15.00CR	.00	.00	.00	15.00CR
031896	10/12/20-10/11/21	ALARM	ROBINSON, LEONARD F	15.00CR	.00	.00	.00	15.00CR
031937	10/19/20-10/18/21	ALARM	GUGLER, WOLF	15.00CR	.00	.00	.00	15.00CR
031946	10/20/20-10/19/21	ALARM	PHYSICAL THERAPY CENTRAL	15.00CR	.00	.00	.00	15.00CR
031955	10/23/20-10/22/21	ALARM	BLEVINS, WANDA J	15.00CR	.00	.00	.00	15.00CR
031966	10/26/20-10/25/21	ALARM	SEGER, JACQUALEN	15.00CR	.00	.00	.00	15.00CR
031972	10/27/20-10/26/21	ALARM	NUGENT, TRESSIA	15.00CR	.00	.00	.00	15.00CR
031973	10/27/20-10/26/21	ALARM	NUGENT, JOHN C	15.00CR	.00	.00	.00	15.00CR
032160	10/20/20-10/19/21	ALARM	KIEFFER, FLOYD D	15.00CR	.00	.00	.00	15.00CR
033119	10/02/20-10/01/21	ALARM	WICKIZER'S BROKEN SPRING	15.00CR	.00	.00	.00	15.00CR
033202	10/22/20-10/21/21	ALARM	WATTS, JAMIE L	15.00CR	.00	.00	.00	15.00CR
033203	10/22/20-10/21/21	ALARM	CHESHER, CARL E	15.00CR	.00	.00	.00	15.00CR
033203	10/22/21-10/21/22	ALARM	CHESHER, CARL E	15.00CR	.00	.00	.00	15.00CR
033205	10/22/20-10/21/21	ALARM	MARSH, HAL	15.00CR	.00	.00	.00	15.00CR
033783	10/21/20-10/20/21	ALARM	HATLEY, ELIZABETH A	15.00CR	.00	.00	.00	15.00CR
033792	10/28/20-10/27/21	ALARM	GEORGE, DEBORAH J	15.00CR	.00	.00	.00	15.00CR
034058	10/02/20-10/01/21	ALARM	GRIFFITH, GARRISON	25.00CR	.00	.00	.00	25.00CR
034061	10/06/20-10/05/21	ALARM	BARAHONA, KATHLEEN K	15.00CR	.00	.00	.00	15.00CR
034068	10/14/20-10/13/21	ALARM	CHARLTON, LANA	25.00CR	.00	.00	.00	25.00CR
034070	10/15/20-10/14/21	ALARM	MCELWEE, JULIA J	25.00CR	.00	.00	.00	25.00CR
034077	10/26/20-10/25/21	ALARM	EPLEY, KENNETH	25.00CR	.00	.00	.00	25.00CR
034079	10/30/20-10/29/21	ALARM	STEVENS, HOUSTON	25.00CR	.00	.00	.00	25.00CR
034066	10/13/20-12/31/20	DEMOL	HUDSON, JEFF J	75.00CR	.00	.00	.00	75.00CR
013578	10/01/20- 9/30/21	ELECC	CRAWFORD, ROBERT J	75.00CR	.00	.00	.00	75.00CR
018938	3/01/20- 2/28/21	ELECC	MCPHERSON, CURTIS R	100.00CR	.00	.00	.00	100.00CR
026449	10/01/20- 9/30/21	ELECC	KIRBY, TERRY J	75.00CR	.00	.00	.00	75.00CR
026659	9/01/20- 8/31/21	ELECC	GREENWAY, MARC W	75.00CR	.00	.00	.00	75.00CR
032158	6/01/19- 5/31/21	ELECC	NEWPORT, BRAD C	100.00CR	.00	.00	.00	100.00CR
033423	12/01/20-11/30/21	ELECC	LOGAN, RUSSELL W	75.00CR	.00	.00	.00	75.00CR
033732	10/01/20- 3/30/21	ELECC	ANDERSON, COREY L	75.00CR	.00	.00	.00	75.00CR
033831	10/01/20- 9/30/21	ELECC	PITTS, BRANDON	75.00CR	.00	.00	.00	75.00CR
034075	10/20/20- 1/31/21	ELECC	LEMONS, DAVID	100.00CR	.00	.00	.00	100.00CR
531206	6/01/20- 5/31/21	ELECC	BARNETT, WARREN K	75.00CR	.00	.00	.00	75.00CR
53191	7/01/20- 6/30/21	ELECC	ROBERTS, TIMOTHY J	100.00CR	.00	.00	.00	100.00CR

===== PAYMENT DISTRIBUTION =====								
LICENSE	PERIOD	CODE	ISSUED TO	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
53197	11/01/20-10/31/21	ELECC	HARROD, JAMES L	75.00CR	.00	.00	.00	75.00CR
010432	10/07/20-10/06/21	LAKELEASE	HILL, APRIL	731.00CR	.00	.00	.00	731.00CR
010454	10/20/20-10/19/21	LAKELEASE	LACKEY, SCOTT	731.00CR	.00	.00	.00	731.00CR
010467	10/11/20-10/10/21	LAKELEASE	HENDERSON, PATRICK	731.00CR	.00	.00	.00	731.00CR
013785	10/16/20-10/15/21	LAKELEASE	CHRISTENSEN, WALTER A	731.00CR	.00	.00	.00	731.00CR
016912	8/04/20- 8/03/21	LAKELEASE	FLOWERS, REBECCA J	731.00CR	.00	.00	.00	731.00CR
024550	10/08/20-10/07/21	LAKELEASE	GOODMAN, ROBERT	731.00CR	.00	.00	.00	731.00CR
027921	10/05/20-10/04/21	LAKELEASE	SHIFF, CHARLES W	731.00CR	.00	.00	.00	731.00CR
028036	10/05/20-10/04/21	LAKELEASE	GRIFFIN, ROBERT D	731.00CR	.00	.00	.00	731.00CR
028288	10/29/20-10/28/21	LAKELEASE	HOWARD, SANDRA	731.00CR	.00	.00	.00	731.00CR
031773	10/03/20-10/02/21	LAKELEASE	SHULER, ELLIOT R	731.00CR	.00	.00	.00	731.00CR
032066	10/16/20-10/15/21	LAKELEASE	THE PERRY & ELIZABETH GAT	731.00CR	.00	.00	.00	731.00CR
033947	12/31/99-12/31/99	MARIJ-2	THE BIG BUDS LLC	1,500.00CR	.00	.00	.00	1,500.00CR
020862	9/01/20- 8/31/21	MEHC	MCCUTCHEON, DANIEL E	100.00CR	.00	.00	.00	100.00CR
028098	1/01/19-12/31/20	MEHC	ZUCK, BRYAN C	100.00CR	.00	.00	.00	100.00CR
033333	6/07/20- 6/06/21	MEHC	LONG, TIMOTHY J	75.00CR	.00	.00	.00	75.00CR
033934	10/01/20- 9/30/21	MEHC	JORDAN, JASON R	75.00CR	.00	.00	.00	75.00CR
034055	10/01/20-11/30/20	MEHC	HARDESTY, STEPHEN B	100.00CR	.00	.00	.00	100.00CR
034060	10/06/20-12/31/20	MEHC	CLINE, GRANT	100.00CR	.00	.00	.00	100.00CR
034062	10/07/20- 1/31/21	MEHC	DACUS, STEVEN W	100.00CR	.00	.00	.00	100.00CR
532215	8/01/20- 7/31/21	MEHC	AKIN, FRED D	75.00CR	.00	.00	.00	75.00CR
532374	9/01/20- 8/31/21	MEHC	KINCHELOE, SHELDON E	75.00CR	.00	.00	.00	75.00CR
53291	8/01/20- 7/31/21	MEHC	CHILDERS, RANDY	75.00CR	.00	.00	.00	75.00CR
5482	10/07/20-10/06/21	MIXEDVET	VFW POST 1317	500.00CR	.00	.00	.00	500.00CR
007719	7/01/20- 6/30/21	PLUMC	OLLAR, MICHAEL L	75.00CR	.00	.00	.00	75.00CR
008940	8/01/20- 7/31/21	PLUMC	BREWER, BRUCE	75.00CR	.00	.00	.00	75.00CR
016595	11/01/20-10/31/21	PLUMC	HOLLOWELL, JON M	75.00CR	.00	.00	.00	75.00CR
018644	9/01/20- 8/31/21	PLUMC	BRAUNING, JED	75.00CR	.00	.00	.00	75.00CR
028594	10/01/20- 9/30/21	PLUMC	FOSTER, STEVEN M	75.00CR	.00	.00	.00	75.00CR
030380	9/01/20- 8/31/21	PLUMC	POWELL, JOSHUA H	75.00CR	.00	.00	.00	75.00CR
034054	10/01/20-11/30/20	PLUMC	HARDESTY, STEPHEN B	100.00CR	.00	.00	.00	100.00CR
034064	10/13/20-11/30/20	PLUMC	MORTON, CAMERON D	100.00CR	.00	.00	.00	100.00CR
034067	10/14/20- 7/31/21	PLUMC	CHILDERS, RANDY	100.00CR	.00	.00	.00	100.00CR
034072	10/22/20-10/19/21	SOLIC	CASEY, JOSHUA	50.00CR	.00	.00	.00	50.00CR
007441	10/27/20-12/31/20	TREE	EQUIPMENT TIME LLC	25.00CR	.00	.00	.00	25.00CR

RECORD TOTAL		INPUT TOTAL	FEE TOTAL	PENALTY TOTAL	TAX TOTAL	INTEREST TOTAL	GRAND TOTAL	
81			13,376.00CR				13,376.00CR	

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: CODE

PAYMENT DATES: 10/01/2020 TO 10/31/2020

** LICENSE CODE TOTALS **

LICENSE CODE	DESCRIPTION	FEE	===== PAYMENT DISTRIBUTION =====			TOTAL PAID
			PENALTY	TAX	INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	34	560.00CR			560.00CR
DEMOL	DEMOLITION ANNUAL LICENSE	1	75.00CR			75.00CR
ELECC	ELECTRICAL CONTRACTOR	12	1,000.00CR			1,000.00CR
LAKELEASE	LAKE LEASE	11	8,041.00CR			8,041.00CR
MARIJ-2	COM MARIJUANA GROWER	1	1,500.00CR			1,500.00CR
MECHC	MECHANICAL CONTRACTOR	10	875.00CR			875.00CR
MIXEDVET	MIXED BEV VETERAN OCC TAX	1	500.00CR			500.00CR
PLUMC	PLUMBING CONTRACTOR	9	750.00CR			750.00CR
SOLIC	SOLICITOR ANNUAL LICENSE	1	50.00CR			50.00CR
TREE	TREE TRIMMING LICENSE	1	25.00CR			25.00CR
TOTAL			13,376.00CR			13,376.00CR

** REPORT CODE TOTALS **

		===== PAYMENT DISTRIBUTION =====			
REPORT CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST

111419	MARIJUANA GROWN UNDER COVER	1	1,500.00CR		
238210	Electrical Contractors	9	750.00CR		
238220	Plumbing, Heating, and Air-Con	16	1,400.00CR		
238910	Site Preparation Contractors	1	75.00CR		
445310	Beer, Wine, and Liquor Stores	1	500.00CR		
454390	Other Direct Selling Establish	1	50.00CR		
522298	All Other Nondepository Credit	34	560.00CR		
531190	Lessors of Other Real Estate P	11	8,041.00CR		
561730	Landscaping Services	1	25.00CR		
999999	Migrated License	6	475.00CR		

	TOTAL		13,376.00CR		
					13,376.00CR

** FEE CODE TOTALS **

		===== PAYMENT DISTRIBUTION =====			
FEE CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST

ALARM	BURGLAR/FIRE ALARM LICENSE	6	140.00CR		140.00CR
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	28	420.00CR		420.00CR
DEMOL	DEMOLITION LICENSE FEE	1	75.00CR		75.00CR
ELEC1	ELECTRICAL CONTRACTOR INITIAL	1	100.00CR		100.00CR
ELEC2	ELECTRICAL CONTRACTOR RENEW	11	900.00CR		900.00CR
LAKLEASE	LAKE LEASE	11	8,041.00CR		8,041.00CR
MARIJFEE1	MARIJUANA BASE FEE	1	1,500.00CR		1,500.00CR
MECH1	MECHANICAL CONTRACTOR INTIAL	3	300.00CR		300.00CR
MECH2	MECHANICAL CONTRACTOR RENEW	7	575.00CR		575.00CR
MIXVET	MIXED BEVERAGE VETERAN	1	500.00CR		500.00CR
PLUM1	PLUMBING CONTRACTOR INITIAL	3	300.00CR		300.00CR
PLUM2	PLUMBING CONTRACTOR RENEW	6	450.00CR		450.00CR
SOLIC	SOLICITOR ANNUAL LICENSE	1	50.00CR		50.00CR
TREE	TREE TRIMMING LICENSE FEE	1	25.00CR		25.00CR

TOTAL		13,376.00CR			13,376.00CR

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-4017	OCCUPATIONAL TAX	500.00CR
001-4201	LICENSES	710.00CR
001-4210	REGISTRATIONS	2,625.00CR
001-4218	MEDICAL MARIJUANA LICENSE	1,500.00CR
001-4601	LAKESITE LEASES RENTAL REV	8,041.00CR
799-1023	BANCFIRST GENERAL ACCT	13,376.00

REPORT SELECTION CRITERIA

REPORT SELECTION

LICENSES: THRU ZZZZZZZZZZ
EFFECTIVE DATES: 0/00/0000 TO 99/99/9999
EXPIRATION DATES: 0/00/0000 TO 99/99/9999
PAYMENT DATES: 10/01/2020 TO 10/31/2020
LICENSE CODES: All
REPORT CODES: All
FEE CODES: All

PRINT OPTIONS

SEQUENCE: CODE
REPORT TYPE: SUMMARY
REVERSE PAYMENTS: YES

END OF REPORT

10/2020 8:37 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

PROJECT PAYMENT REPORT

PAGE: 1

PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 10/01/2020 TO 10/31/2020
SORTED BY: PROJECT

PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
200576	10/15/2020	THE BIG BUDS LLC	227 S PHILADELPHIA AVE	50.00CR	
200742	10/13/2020	K & M WRECKING LLC	2728 N PARK AVE	50.00CR	
200803	10/27/2020	LANTZ, KRISTEN D	915 E HIGHLAND ST	50.00CR	
200854	10/02/2020	MISKOVSKY, CHARLES	8031 INDUSTRIAL DR	1,249.50CR	
200935	10/02/2020	MISKOVSKY, CHARLES	8031 INDUSTRIAL DR	267.00CR	
200943	10/05/2020	CONCEPT ELECTRIC	1125 N KICKAPOO AVE	50.00CR	
200950	10/09/2020	KROEGER, RAVEN N	307 W WALLACE	132.00CR	
200977	10/07/2020	SIGN FACTORY LLC	600 W INDEPENDENCE ST 900	50.00CR	
200980	10/14/2020	RAUSCH COLEMAN HOMES	1900 TIMBER DALE DR	1,152.80CR	
200981	10/05/2020	RAUSCH COLEMAN HOMES	1909 TIMBER DALE DR	1,143.24CR	
200982	10/05/2020	RAUSCH COLEMAN HOMES	1905 TIMBER DALE DR	1,162.79CR	
200983	10/14/2020	RAUSCH COLEMAN HOMES	1901 TIMBER DALE DR	1,178.30CR	
201007	10/23/2020	GREG BROWN HOMES	2712 WOODLAWN COURT	1,543.58CR	
201015	10/12/2020	KMAC ENT	1416 N HARRISON AVE	727.75CR	
201017	10/02/2020	SHAUGHNESSY, DANIEL	611 DOROTHY	249.30CR	
201027	10/06/2020	EVERETT, TAYLOR G	2216 CROOKED OAK DR	29.50CR	
201029	10/26/2020	AIR COMFORT SOLUTIONS	5 DEL RANCHO CT	129.50CR	
201031	10/02/2020	SHINE SOLAR	216 N AYDELOTTE AVE	86.32CR	
201034	10/08/2020	GRIFFIN, NANCY	625 N LOUISA AVE	434.88CR	
201040	10/05/2020	MIDWEST WRECKING CO	1806 W DEWEY	50.00CR	
201041	10/01/2020	COMBS HEAT & AIR COND INC	1125 E WALNUT ST	104.50CR	
201042	10/01/2020	WILKOS, HENRY	32105 HOMER LANE RD	280.00CR	
201048	10/01/2020	A-TEAM HEATING AND COOLING	611 N DOROTHY AVE	79.50CR	
201049	10/05/2020	WILLIS, MATTHEW J	1926 OAK TREE CT	29.50CR	
201050	10/02/2020	VORNDRAN, JOSEPH	610 N BROADWAY AVE	75.00CR	
201051	10/01/2020	BARNETT, WARREN K	443 S PENNSYLVANIA AVE	54.50CR	
201052	10/01/2020	NEWPORT, BRAD C	703 W WOOD ST	54.50CR	
201053	10/01/2020	TOMLINSON, BRYAN W	8975 N LEO AVE	54.50CR	
201056	10/20/2020	J FELLERS CONSTRUCTION	501 E MAIN	58.50CR	
201057	10/02/2020	TKO CONSTRUCTION	2317 ROBINWOOD CIR	50.00CR	
201058	10/13/2020	K & M WRECKING LLC	1332 E WHITTAKER ST	50.00CR	
201059	10/02/2020	STANLEY PLUMBING SERVICES	1200 N BROADWAY AVE	54.50CR	
201061	10/02/2020	POSITIVE ELECTRICAL SOLUTIONS	201 E FEDERAL ST	54.50CR	
201062	10/02/2020	LANDES ENGINEERING	41500 WOLVERINE RD	90.00CR	
201063	10/22/2020	HURST, RONNIE T	1509 W WALLACE ST	226.56CR	
201067	10/19/2020	LOMELI, SHANE	16136 PATTERSON RD	721.47CR	
201075	10/05/2020	CRAWFORD, ROBERT J	817 S PARK AVE	104.50CR	
201076	10/05/2020	JORDAN, JASON R	905 E WILSON ST	104.50CR	
201077	10/08/2020	TX3 CONSTRUCTION	104 MEADOWS LN	393.54CR	
201079	10/06/2020	MCPHERSON, CURTIS R	1803 N HARRISON AVE	54.50CR	
201080	10/06/2020	THOMASSON, PALMER D	1336 N HARRISON AVE	454.50CR	
201081	10/06/2020	ABILEZ, RUBEN	1803 N HARRISON AVE	25.00CR	
201083	10/09/2020	KROEGER, RAVEN N	309 W WALLACE AVE	132.00CR	
201084	10/09/2020	KROEGER, RAVEN N	311 W WALLACE	132.00CR	

PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
201085	10/23/2020	SIGN FACTORY LLC	3946 N KICKAPOO 1	50.00CR	
201086	10/07/2020	CHLOUBER, STEVEN A	1237 SHERRY LN	54.50CR	
201087	10/13/2020	K & M WRECKING LLC	2021 N BROADWAY AVE	50.00CR	
201088	10/08/2020	DOOLITTLE, MARK D	1020 N UNION AVE	129.50CR	
201090	10/08/2020	TULLY, JERRY R	202 N TENBROOK AVE	90.00CR	
201091	10/09/2020	HOLLAND, DARYL R	1910 COBBLESTONE DR	54.50CR	
201093	10/09/2020	COMPLETE PLUMBING LLC	1321 N BROADWAY AVE	54.50CR	
201094	10/15/2020	A-MAX SIGNS COMPANY INC	1510 N KICKAPOO AVE 15	50.00CR	
201096	10/09/2020	BRAUNING, JED	1418 N OKLAHOMA AVE	54.50CR	
201101	10/23/2020	CENTRAL SIGN & LIGHTING LLC	4438 N HARRISON AVE	100.00CR	
201103	10/13/2020	SPARKS, ARTHUR	5 LAKEVIEW CIR	54.50CR	
201104	10/13/2020	MORTON, CAMERON D	1417 N LOUISA AVE	54.50CR	
201105	10/13/2020	MORTON, CAMERON D	614 N POTTENGER AVE	54.50CR	
201106	10/13/2020	MORTON, CAMERON D	2302 ELLIS DR	54.50CR	
201107	10/13/2020	LOVE, TYRE J	812 E ROSA ST	79.50CR	
201108	10/13/2020	RODGERS, JACK J	630 N HOBSON AVE	54.50CR	
201109	10/13/2020	PITTS, BRANDON	635 N HOBSON AVE	54.50CR	
201111	10/13/2020	CEDAR RIDGE ADDITION	39TH ST	526.00CR	
201115	10/21/2020	MARC JONES CONSTRUCTION LLC	411 N PESOTUM AVE	145.45CR	
201117	10/14/2020	SELECT SERVICE ELECTRIC	1125 E WALNUT ST	54.50CR	
201119	10/20/2020	OK B HEALTHY LLC	3946 N KICKAPOO 3	385.75CR	
201120	10/15/2020	MORTON, CAMERON D	721 W DEWEY ST	54.50CR	
201121	10/16/2020	ZUCK, BRYAN C	206 S OSAGE AVE	79.50CR	
201123	10/21/2020	DAVIS, DONALD M	1324 N BEARD AVE	54.50CR	
201124	10/19/2020	BLAKLEY, DARRELL	14702 PATTERSON RD	167.70CR	
201125	10/20/2020	RODGERS, JACK J	608 S PARK AVE	54.50CR	
201127	10/23/2020	SIGN FACTORY LLC	130 E MACARTHUR ST	50.00CR	
201128	10/21/2020	MORTON, CAMERON D	1502 N MCKINLEY AVE	54.50CR	
201129	10/22/2020	C & L SEPTIC	31514 BROWNS RD	25.00CR	
201132	10/22/2020	WATKINS, MONTE J	4 LAKEVIEW CIR	79.50CR	
201133	10/23/2020	DALMARC ENTERPRISES INC	745 E INDEPENDENCE ST	50.00CR	
201134	10/23/2020	DALMARC ENTERPRISES INC	745 E INDEPENDENCE ST	50.00CR	
201135	10/22/2020	M & M WRECKING	31213 INGRAM RD	50.00CR	
201136	10/22/2020	CHLOUBER, STEVEN A	316 N ROOSEVELT AVE	54.50CR	
201138	10/23/2020	MORTON, CAMERON D	1945 N PARK AVE	54.50CR	
201139	10/23/2020	HERRING, JASON W	322 N KICKAPOO AVE	90.00CR	
201140	10/30/2020	WAGONER, ERNEST J JR	2205 N UNION AVE	101.68CR	
201141	10/26/2020	MORTON, CAMERON D	5 BINGHAM CT	54.50CR	
201147	10/28/2020	MORTON, EARNEST D	1126 N TUCKER AVE	54.50CR	
201150	10/30/2020	KIRBY, TERRY J	1208 CAROL DR	54.50CR	

TOTAL ALL PROJECTS: 84 16,664.11CR

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	3,840.88CR
B2-ADD	BUILDING CONSTRUCTION ADD	231.77CR
B3-REMODEL	BUILDING CONSTRUCTION REM	4,094.46CR
B4-SHELTER	BUILDING SHELTER	59.00CR
E2-ADD	ELECTRICAL ADDITION	218.00CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	670.00CR
M2-ADD	MECHANICAL ADDITION	129.50CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	527.00CR
P1-NEW	PLUMBING NEW CONSTRUCTION	3,625.00CR
P2-ADD	PLUMBING ADDITION	454.50CR
P3-REMODEL	PLUMBING REMODEL	763.00CR
P5-SEPTIC	SEPTIC PERMIT	50.00CR
UNAPPLIED	UNAPPLIED CREDITS	50.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	50.00CR
X-DEMO	DEMOLITION PERMIT	200.00CR
X-SIGN	SIGN PERMIT	450.00CR
X-ZONECLR	ZONING CLEARANCE	280.00CR
Z-BOAAPP	BOA APPLICATION	270.00CR
Z-OCCUP	OCCUPANCY PERMIT	100.00CR
Z-REZONCUP	REZONE W/ C U P	526.00CR
Z-REZONING	REZONING REQUEST	75.00CR
TOTAL		16,664.11CR

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION	TOTAL PAYMENTS	TOTAL PAID
B-BPLANCK	CONSTRUCTION FEE SQ FT	20	1,545.42CR
B-OTHER	BUILDING CONSTRUCTION OTHER CH	2	40.00CR
B-PLANCHK	BUILDING PLAN CHECK FEE SQ FT	2	44.56CR
B-PLANCHK2	BUILDING OTHER PLAN CHECK	2	10.00CR
B-REMODEL	BUILDING REMODEL CONSTRUCTION	1	996.00CR
B-SQFOOT1	CONSTRUCTION FEE SQ FT	21	5,452.13CR
BUILDERREG	BUILDER REGISTRATION FEE	1	30.00CR
EMISC	ELECTRICAL MISC	9	500.00CR
EREMODEL	RES ELECTRICAL ADD/REMODEL	4	275.00CR
EREMODEL2	COM ELECTRICAL ADD/REMODEL	1	50.00CR
MAIRRES	AIR CONDITIONING RESIDENTIAL	1	125.00CR
MMISC	MISCELLANEOUS FEES	9	781.00CR
PMISC	PLUMBING MISC	13	650.00CR
PNSWR	SEWER TAP FEE	5	1,875.00CR
PNWTR	WATER TAP/MTR FEE	6	2,200.00CR
SEPTICFEE	SEPTIC PERMIT FEE	2	50.00CR
SIGN	SIGN PERMIT FEE	8	450.00CR
UBCCFEE	UBCC STATE FEE	60	270.00CR
X-CURBCUT	CURB CUT / DRIVEWAY/SIDEWALK	1	50.00CR
X-DEMO	DEMOLITION PERMIT FEE	4	200.00CR
X-OCCUP	OCCUPANCY PERMIT	2	100.00CR
X-ZONECLR	ZONING CLEARANCE FEE	1	280.00CR
XUNAPPLIED	UNAPPLIED CREDITS	1	50.00CR
Z-ZBOAFEE	ZONING BOARD OF ADJUSTMENT FEE	3	270.00CR
Z-ZONING	REZONING FEE	1	370.00CR
		TOTAL	16,664.11CR

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	240.00CR
001-4202	BUILDING PERMITS	8,168.11CR
001-4203	PLUMBING PERMITS	2,575.00CR
001-4204	ELECTRICAL PERMITS	825.00CR
001-4205	ZONING PERMITS & APPLICATIONS	920.00CR
001-4206	HEATING & A/C PERMITS	906.00CR
001-4249	OTHER PERMITS	750.00CR
001-4822	OTHER MISC. REVENUE	30.00CR
101-4249	OTHER PERMITS	50.00CR
501-4510	WATER TAPS	2,200.00CR
799-1023	BANCFIRST GENERAL ACCT	16,664.11

SELECTION CRITERIA

REPORT SELECTION

PROJECT RANGE FROM: THROUGH ZZZZZZZZZZ
PROJECT STATUS: All
SEGMENT CODE: All
FEE CODE: All

PAYMENT SELECTION: DATE RANGE FROM: 10/01/2020 THROUGH 10/31/2020-----
PRINT OPTIONS

SECURITIES ONLY: NO
INCLUDE SECURITIES: NO
SEGMENT DETAIL: NO
INCLUDE REVERSE PAYMENTS: NO
REPORT SEQUENCE: PROJECT
COMMENT CODE:

END OF REPORT

SHAWNEE URBAN RENEWAL AUTHORITY

MINUTES OF August 4, 2020

The Board of Commissioners of the ***Shawnee Urban Renewal Authority*** met for a regular meeting Tuesday, August 4, 2020 at 9:00 a.m. in the CDBG Conference Room, 227 N. Broadway, Suite C, Shawnee, Oklahoma.

Audra Barksdale called the meeting to order at 9:04 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

Chairman	Audra Barksdale
Commissioner	Paul Davis
Commissioner	Renee` Wortham

Absent:

None

Also present:

Bryan Logan, Project Manager, SURA

Karen Drain, Secretary, SURA

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of May 12, 2020 was made by ***Commissioner Davis***, seconded by ***Commissioner Wortham***. Motion carried with no abstentions.

VOTING YES: Davis, Wortham and Barksdale

VOTING NO: None

AGENDA ITEM NO. 4

APPROVAL OF CLAIMS:

A motion to approve claims totaling \$ 169,606.50 was made by ***Commissioner Davis***, seconded by ***Commissioner Wortham***. Motion carried with no abstentions.

VOTING YES: Davis, Wortham and Barksdale

VOTING NO: None

**AGENDA ITEM NO. 5
UPDATE ON PROJECTS:**

Bryan Logan, Program Manager gave the following update:

- 1. Home Repair: Foundation**
Quotes: 4
Bid awarded to: Unlimited Design Custom Homes for \$38,900.00- Closed \$52,300.00

- 2. Home Repair: Windows**
Cost Estimate: \$7,650.00
Bids received: 2
Bid awarded to: LG Construction for \$7,720.00-Closed \$7,720.00

- 3. Home Repair: Bathroom and porch**
Cost Estimate: \$10,475.00
Bids received: 3
Bid awarded to: LG Construction for \$13,525.00-Closed \$13,816.00

- 4. Home Repair: Hot water Tank**
Cost Estimate: NA
Bids received: 1
Bid awarded to: Complete Plumbing \$1,184.00-Closed \$1,184.00

- 5. Home Repair: Roof, windows and siding**
Cost Estimate: \$23,475.00
Bids received: 2
Bid awarded to: D & K Renovation for \$21,052.00

- 6. Home Repair: Porch & subfloor**
Cost Estimate: NA
Bids received: 1
Bid awarded to: LG Construction for \$2,995.00

- 7. Home Repair: Foundation**
Cost Estimate: NA
Bids received: 1
Bid awarded to: RamJack for \$12,680.00

8. **Home Repair:** **Bathroom, kitchen and paint-CDBG**
 Cost Estimate: \$10,450.00
 Bids received: 1
 Bid awarded to: **LG Construction for \$11,667.00**

AGENDA ITEM NO. 6
OLD/NEW BUSINESS:

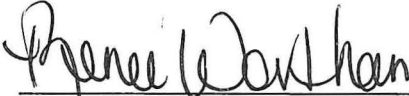
There was no old or new business.

AGENDA ITEM NO. 7
PROGRAM MANAGER'S REPORT:

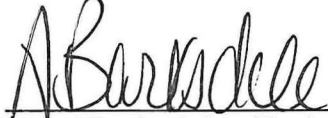
AGENDA ITEM NO. 8
ADJOURNMENT

There being no further business to come before the Board at this time, a motion to adjourn was made by **Commissioner Davis**, seconded by **Commissioner Wortham**. Motion carried with no abstentions.

VOTING YES: Davis, Davis and Barksdale
VOTING NO: None



Secretary, Renee' Wortham



Audra Barksdale, Chairman



Office of the Director of Operations

Minutes

Shawnee Community Beautification Committee

SEPTEMBER 17, 2020

The Shawnee Community Beautification Committee met at Shawnee Forward, 231 N. Bell Ave

Roll Call was taken showing the following members present:

		Present	Absent
Member	Kevin Huddleston (Chairperson)	<u>X</u>	<u> </u>
Member	Sherry Lankford (Vice Chairperson)	<u>X</u>	<u> </u>
Member	Tom Terry	<u>X</u>	<u> </u>
Member	Debi Renegar	<u> </u>	<u>X</u>
Member	Joe Harbeson	<u>X</u>	<u> </u>
Member	Ethan Birdwell	<u> </u>	<u>X</u>
Member	Mike Mlynek (virtual zoom)	<u>X</u>	<u> </u>
Member	Sue Nelson	<u>X</u>	<u> </u>
Member	Carla Smith	<u>X</u>	<u> </u>
Member	Ladonna Bryce	<u>X</u>	<u> </u>
City Staff	Whisper Peace	<u>X</u>	<u> </u>
City Staff	James Bryce	<u>X</u>	<u> </u>
City Staff	Jim VanAntwerp	<u>X</u>	<u> </u>
City Staff	Geoff Garner	<u>X</u>	<u> </u>
City Staff	Cody Ellis	<u>X</u>	<u> </u>
City Staff	Clint Bowen	<u>X</u>	<u> </u>

- AGENDA NO 1** **Call to Order.** Meeting was called to order at 4:02 pm.
- AGENDA NO 2** **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.
- AGENDA NO 3** **Approval of AUGUST 2020 Minutes.** A motion to approve was made by Tom Terry. It was 2nd by Joe Harbeson . The vote carried unanimously.
- AGENDA NO 4** **Discussion on flowers for downtown landscapes.** Tom Terry requested \$250.00 for flower replacement in the downtown beds. Kevin Huddleston made a motion to approve, it was 2nd by Ladonna Bryce, and the vote carried unanimously.
- AGENDA NO 5** **Discussion on possibly helping with landscaping for Community Center on South Park.** Geoff and Jim suggested to wait to do any landscaping until the building is painted. Carla will check to see what plants would grow best in this area. This item will be revisited at the next meeting.
- AGENDA NO 6** **Discussion on Gardening with the Experts 2021.** Discussion was made to postpone the event until fall. This item will be revisited In January for further discussion.
- AGENDA NO 7** **Discussion on KOB Annual Report.** James reported that two people had made suggestions already, and asked if anyone had anything else to add to the KOB report. If not, the information he had would be sufficient to submit the report.
- AGENDA NO 8** **Discussion on Larch-Miller Park contributor sign and arch.** Tom passed around the new sign and pictures of the existing sign and discussion was made on ways to hang it. Geoff and Jim volunteered to help hang the new sign.
- AGENDA NO 9** **Old Business.** None.
- AGENDA NO 10** **New Business.** None.
- AGENDA NO 11** **Comments.** Trash Off is scheduled for Saturday, Sept. 19th at 10:00am at Kidspace Park. James will contact the News-star to run an ad for it.
- AGENDA NO 12** **Adjournment.** Meeting was adjourned at 4:28 p.m.

Date 10-15-2020

Chairman Sherry J. Hankford

SPECIAL CALL PLANNING COMMISSION MINUTES

DATE: JUNE 19th, 2020

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a special call meeting on June 19th, 2020, at 3:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1: **Roll Call**

Upon roll call the following members were present:

Present: Deem, Matthews, Melot

Absent: Walker, Rowell

A quorum was declared, and the meeting was called to order.

AGENDA ITEM NO.2: **Swearing in of Commissioner Cami Engles and Commissioner Amy Loftis-Walton.**

New Commissioners Cami Engles and Amy Loftis-Walton were sworn in by City Clerk, Lisa Lasyone. The new Planning Commissioners were seated.

AGENDA ITEM NO.3: **Nominations, discussion and possible action on electing Planning Chairperson.**

A motion was made by Commissioner Melot to nominate Commissioner Matthews as Chairperson. Commissioner Deem seconded this motion. Motion carried 4-0-1.

Aye: Melot, Deem, Engles, Loftis-Walton

Nay: None

Abstain: Matthews

AGENDA ITEM NO.4: **Nominations, discussion and possible action on electing Planning Vice Chairperson.**

Commissioner Matthews made a motion to nominate Commissioner Deem for Vice Chairperson. Commissioner Melot provided a second. Motion carried 4-0-1.

Aye: Matthews, Melot, Engles, Loftis-Walton

Nay: None

Abstain: Deem

AGENDA ITEM NO.5: **Planning Director's Comments**

Blaine welcomed the new Planning Commissioners and stated she looked forward to working with them both.

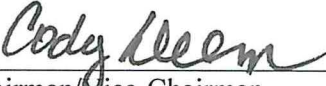
AGENDA ITEM NO.6: **Commissioners' Comments**

Amy Loftis-Walton and Cami Engles introduced themselves.

AGENDA ITEM NO.7:

Adjournment

Meeting was adjourned by power of Chairperson Matthews at 3:43 p.m.



Chairman/Vice-Chairman

Rebecca Blaine, AICP

Planning Director

REGULAR PLANNING COMMISSION MINUTES

DATE: SEPTEMBER 2ND, 2020

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on September 2nd, 2020, at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1: **Roll Call**

Upon roll call the following members were present:

Present: Walker, Loftis-Walton, Deem, Engles, Rowell

Absent: None

A quorum was declared, and the meeting was called to order.

AGENDA ITEM NO.2: **Reconsideration of approval of the amended minutes from the regular meeting of March 4th, 2020, the special meeting of May 15th, 2020, the special meeting of May 29th, 2020, the regular meeting of June 3rd, 2020, and the special meeting of June 19th, 2020.**

Commissioner Walker made a motion, seconded by Commissioner Engles, to approve the amended minutes from the regular meeting of March 4, 2020, the special meeting of May 15, 2020, the special meeting of May 29, 2020, the regular meeting of June 3rd, 2020 and the special meeting of June 19th, 2020.

Motion carried 5-0-0.

Aye: Walker, Loftis-Walton, Deem, Engles, Rowell

Nay: None

Abstain: None

AGENDA ITEM NO.3: **Consideration of approval of the minutes from the regular meeting of July 1st, 2020 and the regular meeting of August 5th, 2020.**

Commissioner Loftis-Walton made a motion, seconded by Commissioner Walker, to approve the minutes from the regular meeting of July 1st, 2020 and the regular meeting of August 5, 2020. Motion carried 5-0-0.

Aye: Walker, Loftis-Walton, Deem, Engles, Rowell

Nay: None

Abstain: None

AGENDA ITEM NO.4: **Citizens' Participation (A three-minute limit per person) (A twelve-minute limit per topic)**

No citizens came forward to comment.

AGENDA ITEM NO.5: **Case #P13-20 Public Hearing and Consideration of a rezoning from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) on a 0.19-acre property located at 1018 W. Benedict Street.**

Director Blaine presented the staff report. She mentioned most of the area is zoned residential (R-1 & R-2) and upholds that neighborhood character. She indicated three parcels did hold commercial zoning classifications in that area, that were not congruent. It was discussed the wide array of heavier business uses that are allowable by right in the requested C-3 (Highway Commercial District). She said the 2040 Comprehensive Plan had low intensity commercial and residential designated for the future land use of this area. The property could still be used as income property under the current C-1 (Neighborhood Commercial District) zoning.

Vice Chairperson Deem opened the public hearing portion for this case. Ken Stafford (applicant) came up to speak on behalf of his case. He mentioned the property was his mother's and had been in their family for 45 years. Commissioner Loftis-Walton inquired if the applicant had a specific business use in mind for the property. He stated he did not. Vice Chairperson Deem inquired on how long the building had been vacant. Ken Stafford stated about one year. He mentioned Rent-a-Tent had occupied the building previously for warehouse space. Stafford asked about a process to amend the Comp Plan. Director Blaine stated she was working with the City Attorney to adopt a process and application for amendments, that it had not been created by past staff. Vice Chairperson Deem asked if anyone else wanted to speak on behalf of the item. No one else came forward and Deem closed the public hearing.

Commissioner Loftis-Walton discussed the options of the use of the building under C-1 verses C-3. She stated she felt the property was more economically marketable as C-3.

Commissioner Loftis-Walton made a motion, seconded by Commissioner Rowell, to approve the rezoning from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) on a 0.19-acre property located at 1018 W. Benedict Street. Motion carried 4-1-0.

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

It was stated the application would be heard at the next regular City Commission meeting on Tuesday, September 8th at 6:00 p.m. in the Commission Chambers.

AGENDA ITEM NO.6: **Case #P14-20 – Public Hearing and Consideration of a rezoning from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) with a CUP (Conditional Use Permit) for a cellular communications tower on a 1.66-acre property located at 815 N. Harrison Ave.**

Applicant: Troy Williams, Branch Communications, AT&T

Director Blaine gave the staff report. The proposed site is located on the S & S Salvage property. She mentioned this was the third communications tower application from the applicant, Troy Williams of Branch Communications on behalf of AT&T. The market analysis showed a great deficit in infrastructure and bandwidth for the Shawnee area. The COVID-19 pandemic has only increased that need due to more people working from home and education going to virtual platforms. Blaine mentioned this item would also have to go to the Zoning Board of Adjustment for a setback variance due to the age of the City of Shawnee's code predating the engineered design of sectional towers which would collapse within its compound instead of falling over the height of the tower. Staff recommended approval of this item.

Vice Chairperson Deem asked if the commissioners had any questions of Blaine. Commissioner Loftis-Walton asked for clarification of vehicles being stored in or around the lease area. Blaine clarified that there would be no

storage of excess materials or vehicles within the lease area which would be fenced off; however, outside the leased area would still be able to stow away vehicles.

Vice Chairperson Deem opened the public hearing portion for this case. Troy Williams of Branch Communications on behalf of AT&T (applicant) came forward. He added that he had obtained support letters from surrounding properties, such as the Sac & Fox Nation. Loftis-Walton asked if this tower would help boost 5G signal in the area. Williams confirmed that it would.

Commissioner Walker made a motion, seconded by Commissioner Engles, to deny the rezoning from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) with a CUP (Conditional Use Permit) for a cellular communications tower on a 1.66-acre property located at 815 N. Harrison Ave. Motion carried 5-0-0.

Aye: Walker, Engles, Loftis-Walton, Deem, Rowell

Nay: None

Abstain: None

It was stated the application would be heard at the next regular City Commission meeting on Tuesday, September 8th at 6:00 p.m. in the Commission Chambers. Vice Chairperson Deem clarified Monday, September 7th was a holiday; therefore, the City Commission meeting would be on Tuesday instead of Monday.

AGENDA ITEM NO.7:

Case #P15-20 – Public Hearing and Consideration of a rezoning from C-3 (Highway Commercial District) to C-3 with a CUP (Conditional Use Permit) for the purpose of an outdoor gathering space containing food trucks, on-premise sale and consumption of alcohol, pop-up shops and restrooms located on a 1.29-acre property located at 6-20 W. MacArthur Street.

Applicant: GCR Sunset Enterprises, LLC

Director Blaine gave the staff report. She stated the applicants' inspiration for the project was from the Bleu Garten's concept in Oklahoma City. She mentioned the applicants would have to go to Zoning Board of Adjustment to get approval to use a shipping container as permanent restrooms, as current City Code did not have options for non-traditional construction types such as shipping containers. She stated that she was in favor of the concept, but that Planning, Engineering and Building departments would need to have specific plans for review. She noted a letter of opposition was received by a business owner on the south side of MacArthur Street. She stated the creation of a CUP (Conditional Use Permit) document would be useful in setting parameters for the development. Commissioner Walker mentioned a similar document had been crafted for the Shawnee Trading Post on N. Kickapoo. Blaine concurred. Commissioner Loftis-Walton asked why the applicant did not submit a particular plan for their development proposal. Blaine said she would defer that question to the applicant if they were present at the meeting.

Vice Chairperson Deem opened the public hearing portion for this case. Gary Barnett, co-property owner and applicant came forward. He stated they were coordinating with the City departments and the utility companies before developing a specific plan. He stated they wanted to follow all codes and make a family-friendly space. He said they wanted to be neighbor-friendly and a space for OBU students to hang out.

Commissioner Walker asked if the item was deferred to next month's regular meeting if that would give staff time to meet with the applicants and compose the CUP document. Blaine confirmed that she believed it would be ample time. Commissioner Engles stated the concept was very exciting to entertain for the Shawnee community, and that she had been to similar developments across the state. Charlotte Barnett, co-applicant, stated they intended to have mural art, landscaping, live music, food trucks serving food and alcohol, etc. as part of the development. The applicants agreed they could have plans produced by the next regular Planning Commission meeting, which is Wednesday, October 7th, 2020. The item was deferred to the October 7th, 2020 meeting.

AGENDA ITEM NO.8:

Case #P16-20 – Public Hearing and Consideration of a rezoning from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District) for the

purpose of indoor cultivation of medical marijuana on a 1.00-acre property located at 2124 W. Benedict Street.

Applicant: Executive Home Rentals, LLC

Director Blaine presented the staff report. She stated the parcel was illegal, nonconforming due to a lot split that was not reviewed and approved by the City of Shawnee and that a parcel requires a minimum of five acres as well as specific dimensional standards in order to have the A-1 (Rural Agricultural District) zoning classification. This parcel is one-acre tract that was split off a larger seven-acre tract. She explained medical marijuana related businesses are only permitted by ordinance in C-3, C-4 and C-5, as well as industrial districts. The 2040 Comprehensive Plan has this area designated as rural/agricultural. Blaine mentioned the desire to keep the area as such with various other properties with permitted zoning districts existing across city limits. Staff recommended denial of this item. She also mentioned an opposition letter that was received from a surrounding property owner within the 300' radius.

Vice Chairperson Deem opened the public hearing portion for this case. Dr. David Wade, son-in-law of William 'Bill' Rapp, stated his father-in-law has lived on his seven acres for seventy years. He mentioned the rural feel of this area and the lack of suitability to the area for a medical marijuana grow facility that could produce odor, decrease in property values, and potential for an increase in crime.

Sarah Inselman stated they were closer to the property than the Rapp family. She said they were concerned about the value of the property her family just purchased. She said she was concerned about security and safety of her grandchildren and the premises. She also had concerns about odor control.

Ann McDonald stated she submitted the letter of opposition. She stated they purchased the property over twenty years ago because of the rural feel of the area. She had concerns about safety, crime, security, and odor.

Dick Dixon stated he agreed with the reasons of opposition that had previously been stated.

Cecil Cole stated concerns about odor control as well as security/safety of area and his children.

Kevin Hanna stated he was the applicant and wished to withdraw his application due to the neighbors' concerns. He mentioned his desire to potentially apply for permission to have a mobile home on the property. Blaine stated a minimum of five acres was required to entertain a CUP (Conditional Use Permit) on land outside of a designated mobile home park zoning district. She stated the applicant could apply for a variance through Zoning Board of Adjustment if he felt strongly about that option. Vice Chairperson Deem said she appreciated the applicant's sensitivity to his neighbors' concerns.

No action was taken.

AGENDA ITEM NO.9: Planning Director's Report

Blaine mentioned that herself and the attorney's office were working on the ordinance, application, fees and timeframes to review amendments to the Comprehensive Plan. There was discussion on frequency and timeframes for review of internal recommended amendments as well as external applicants.

AGENDA ITEM NO.10: Commissioners' Comments

No comments.

AGENDA ITEM NO.11: New Business

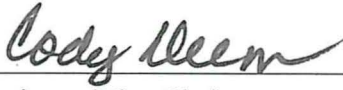
No new business.

AGENDA ITEM NO.12: Adjournment

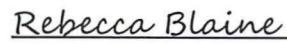
Vice Chairperson Deem asked for a motion to adjourn. Commissioner Engles made a motion with a second by Commissioner Walker. Motion carried 5-0.

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

Meeting was adjourned at 2:56 p.m.

A handwritten signature in cursive script, reading "Cody Deem", positioned above a horizontal line.

Chairman/Vice-Chairman

A handwritten signature in cursive script, reading "Rebecca Blaine", positioned above a horizontal line.

Planning Director

SPECIAL PLANNING COMMISSION MINUTES

DATE: SEPTEMBER 17TH, 2020

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a special meeting on September 17th, 2020, at 4:15 p.m., pursuant to notice duly posted as prescribed by law. Director Blaine prefaced that the purpose of this special meeting was to give an opportunity for anyone to be heard for public hearing items that was dependent on the digital notification instead of the newspaper or the notice to surrounding property owners.

AGENDA ITEM NO.1: **Roll Call**

Upon roll call the following members were present:

Present: Walker, Loftis-Walton, Deem, Engles, Rowell

Absent: None

A quorum was declared, and the meeting was called to order.

AGENDA ITEM NO.2: **Reconsideration of approval of the amended minutes from the regular meeting of March 4th, 2020, the special meeting of May 15th, 2020, the special meeting of May 29th, 2020, the regular meeting of June 3rd, 2020, and the special meeting of June 19th, 2020.**

Approved at the regular Planning Commission meeting of Wednesday, September 2nd, 2020.

AGENDA ITEM NO.3: **Consideration of approval of the minutes from the regular meeting of July 1st, 2020 and the regular meeting of August 5th, 2020.**

Approved at the regular Planning Commission meeting of Wednesday, September 2nd, 2020.

AGENDA ITEM NO.4: **Old Business**

- a. **Case #P13-20 Public Hearing and Consideration of a rezoning from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) on a 0.19-acre property located at 1018 W. Benedict Street.**

Applicant: Ken Stafford, representing the Carole Ann Stafford 2013 Revocable Trust (*deferred from last regular meeting of August 5th, 2020*)

- b. **Case #P14-20 – Public Hearing and Consideration of a rezoning from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) with a CUP (Conditional Use Permit) for a cellular communications tower on a 1.66-acre property located at 815 N. Harrison Ave.**

Applicant: Troy Williams, Branch Communications, AT&T

- c. **Case #P15-20 – Public Hearing and Consideration of a rezoning from C-3 (Highway Commercial District) to C-3 with a CUP (Conditional Use Permit) for the purpose of an outdoor gathering space containing food trucks, on-premise sale and consumption of alcohol, pop-up shops and restrooms located on a 1.29-acre property located at 6-20 W. MacArthur Street.**

Applicant: GCR Sunset Enterprises, LLC

- d. **Case #P16-20 – Public Hearing and Consideration of a rezoning from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District) for the purpose of indoor cultivation of medical marijuana on a 1.00-acre property located at 2124 W. Benedict Street.**
Applicant: Executive Home Rentals, LLC

Director Blaine stated that no citizens were in attendance that afternoon to participate in any of the public hearings. In agenda item 4a Case #P13-20, Blaine asked for clarification on the intent of the motion that was made at the regular Planning Commission meeting of Wednesday, September 2nd, 2020. Commissioner discussion included that the amendment discussion primarily took place after the vote. A revote of this item was had.

A motion was made by Commissioner Engles, seconded by Commissioner Walker, to deny the rezone application in Agenda Item No. 4(a) but equip the applicant with the amendment process to the Comprehensive Plan when available. Motion carried 3-2-0.

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

It was announced that these items would all be heard at the regular City Commission meeting of Monday, September 21st, 2020.

Director Blaine asked the commissioners if they would like to discuss any other items under Old Business apart from 4d-Case #P16-20 which was requested to be withdrawn by the applicant at the regular Planning Commission meeting of Wednesday, September 2nd, 2020.

Breanne Gordon, attorney from City Attorney's firm, recommended to the Commission to make a motion to ratify all previous recommendations from the September 2nd, 2020 Planning Commission meeting with the exception of Agenda Item No. 4(a) which was modified by a separate motion. A motion was made by Commissioner Walker, seconded by Commissioner Rowell, to ratify all previous recommendations from the September 2, 2020 Planning Commission less Agenda Item No. 4(a). Motion carried 5-0-0.

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

AGENDA ITEM NO.5: Adjournment

Vice Chairperson Deem asked for a motion to adjourn. Commissioner Walker made a motion, seconded by Commissioner Engles to adjourn the meeting. Motion carried 5-0-0.

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

Meeting was adjourned at 4:39 p.m.

Cody Reem
Chairman/Vice-Chairman

Rebecca Blaine
Planning Director

Regular Board of Commissioners

2. c.

Meeting Date: 11/16/2020

Maintenance Bond

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of public water line improvements along Hardesty Road and placing the maintenance bond into effect.

Attachments

Maintenance Bond



Office of Engineering
MEMORANDUM

DATE: Tuesday, November 10, 2020

TO: Honorable Mayor and Members of the City Commission

FROM: Seth Barkhimer, City Engineer

RE: Acceptance of the relocation of a 12" water line along Hardesty Road.

The relocation of a 12" public water main along Hardesty road is now complete and ready to be accepted by the City. This water main relocation was a part of a bridge project funded by the Citizens Potawatomi Nation (CPN). The location of the project is East of S Gordon Cooper Drive at the Squirrel Creek bridge. The CPN has paid 100% of the construction costs. The water line was installed satisfactorily, and inspected to the City of Shawnee Specifications. The main passed all required testing and is now ready for acceptance, and placement of the maintenance bonds into effect by the City.

Staff recommends the acceptance of the public improvement and placing the maintenance bonds into effect at the November 16th, 2020 City Commission meeting.

MAINTENANCE BOND

Bond No: 09358139

KNOW ALL BY THESE PRESENTS:

That Cimarron Construction Company, as principal
and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the
State of Oklahoma and authorized to transact business in the State of Oklahoma, as Surety, are held
and firmly bound unto the City of Shawnee in penal sum of Twelve Thousand Eighty Seven & 20/100 Dollars
(\$12,087.20) in lawful money of the United States of America, said sum being equal to ten percent
(10%) of the total contract price **(2) two** years after completion and final acceptance, for the
payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors,
administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this 22nd day of October, **2020**.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with the Cimarron Construction Company
dated August 27, 2020, for **CONTRACT NO. 12" Water Line Relocation Along Hardesty Blvd**
in compliance with the plans and specifications therefore, made a part of said Contract.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **(2) two years, (10%) ten percent** of total contract price for the construction of utilities from and after acceptance of said project by the City of Shawnee; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold City of Shawnee harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this BOND.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in his name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

(SEAL)
ATTEST: 

PRINCIPAL: _____
Cimarron Construction Company
BY Don [Signature]
TITLE President

(SEAL)
ATTEST: Becky Killman
Becky Killman

SURETY:
Fidelity and Deposit Company of Maryland
BY Deborah [Signature]
NAME Deborah L. Raper, Attorney-in-Fact
(Typed)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Clayton HOWELL, Vicki WILSON, Robert JENSEN, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. Graham, Jr., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER and Cathy COMBS**, all of Oklahoma City, Oklahoma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons

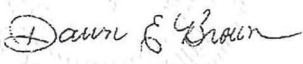
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of September, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: **Robert D. Murray**
Vice President

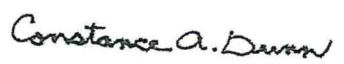

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of October, 2010



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Regular Board of Commissioners

2. d.

Meeting Date: 11/16/2020

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize renewal of an agreement with the Housing Authority of the City of Shawnee for supplemental police services.

Attachments

Housing Contract

HOUSING AUTHORITY OF THE CITY OF SHAWNEE, OKLAHOMA CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

This Contract, made and entered into this 1st day of November, 2020, by and between the Housing Authority of the City of Shawnee, Oklahoma, (hereinafter called the "Authority") and the City of Shawnee, Oklahoma, (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS, the Authority desires to contract with the City for additional police services to create a drug-and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all Authority locations;

NOW, THEREFORE, the Authority and the City agree as follows:

ARTICLE I Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the Assigned Personnel (police and civilian) under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

- A. The City, by and through its police department, will provide a minimum of one fulltime police officer(s) to perform 40 hours of specialized patrols to enforce all state and local laws and the Housing Authority Rules specified in this Contract. Sworn officer(s) shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.
- B. The City agrees to assign police officer(s) to targeted areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods, to maintain a police patrol presence.
- C. The City agrees that the police department will employ a community policing concept and that the police department's Crime Prevention Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing crime prevention programs in the public housing communities.
- D. The City agrees to collect and provide workload data in public housing developments. This will include providing copies of all police reports for incidents pertaining to public housing developments

- E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Authority's administrative grievance procedure, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member or a resident's household, or any guest or guests of a resident or household member.
- F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate police department personnel will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least annually.
- G. The City agrees that a policy manual exists to regulate police officer(s)' conduct and activities; all police officer(s) have been provided a copy of the policy manual; the department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and the personnel have been trained on the regulations and orders within the manual.
- H. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officer(s) to carry out the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles or other equipment requested by the Authority will be furnished at the expense of and shall remain the property of the Authority. The Authority and City may mutually agree to lease equipment or vehicles.
- I. The police department will provide to officer(s) a minimum of sixteen (16) hours of training on community relations and interpersonal communication skills within a year of accepting an HA assignment.
- J. The City agrees to provide, at a minimal cost to the Authority, criminal background checks of proposed applicants. This information will be provided in a manner consistent with all applicable National Crime Information Center or State laws and regulations.
- K. The police department shall designate a command officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority or that official's designate.

The Administrative Liaison Officer will ensure that the Assigned Personnel perform the following duties:

1. Coordinate the dissemination and processing of police and security reports and coordinate in resolving problems or in carrying out the provisions of this Contract;
2. Establish and maintain an ongoing line of communication with Beat/Zone Commanders and other police personnel;
3. Prepare semiannual progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Police Chief, appropriate Deputy Chiefs and Beat/Zone Commanders and identified community representatives; and political leadership, e.g. mayor and council members.
4. Initiate and monitor ongoing lines of communication with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders.

5. Attend a minimum of one Resident Advisory Board meeting each year;
 6. Coordinate security workshops and training seminars for residents and Authority staff;
 7. Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and
 8. Meet on a weekly basis with Authority staff to address problems and needs in Authority areas.
- L. In the event that a Housing Authority provides its own police/security services, the City shall provide the dispatch function for Housing Authority Police patrol units. The Housing Authority will provide specifications of the performance requirements to meet the communications needs.
- M. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officer(s) and all employee benefits, as well as any injury to officer(s), their property, or the City's property while on the Authority's property.
- N. The Assigned Personnel shall possess and maintain CLEET Certification.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

- A. The Authority will provide training of residents, Authority on-site management staff and the Assigned Personnel with information on community policing and crime prevention issues associated with public housing. This may include, but not be limited to, training in the following:
1. Crime prevention and security responsibilities;
 2. Community organization/mobilization against the causes of and precursors to crime;
 3. Drug awareness and control;
 4. Orientation and familiarization with the public housing communities for the assigned officer(s); and
 5. Orientation to the lease contract, and lease compliance enforcement procedures and policies.
- B. The Authority will provide the following in-kind accommodations, services and equipment:
1. Accommodations – The Authority will provide suitable space to be used as a satellite office at each site targeted for additional police services.
 2. Services – Each satellite office will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Housing Authority.
 3. Equipment – Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.

4. Modification/Damage – The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City's operational needs. Any damage to the unit or equipment provided by the Housing Authority for City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the Authority.
- C. The Authority shall provide a annual assessment of the results achieved, as measured against the performance objectives specified in the Plan of Operations listed in Article IV of this Contract.
 - D. The Authority shall reserve the right to reasonably request the police department to replace any Assigned Personnel for the following reasons:
 1. Neglect or non-performance of duties;
 2. Disorderly conduct, use of abusive or offensive language, or fighting;
 3. Criminal action;
 4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority;
 5. Inadequate punctuality or attendance; or
 6. Substantiated complaints from public housing residents or management.The Authority shall provide a written enumeration of the reasons for the request for replacement of the Assigned Personnel, including documentation and witnesses to the alleged behaviors.
 - E. The Authority will provide the City with a Public Housing Police Report Form(s) for assigned officer(s) to complete. These forms are not to replace police reports utilized by the City.
 - F. The Authority will provide the City with the applicable Authority rules and regulations for compliance with this Contract.
 - G. The Authority will work with the police department to subsidize housing or rent costs for volunteer police officer(s) to reside in a public housing development selected by the Authority.

ARTICLE II

Enforcement of Rules and Regulations

- A. The City, through its police officer(s), is hereby empowered to enforce the following Authority rules and regulations:
 1. Unauthorized visitors in unoccupied structures of the Authority shall be removed.
 2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
 3. Unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With Regard to the foregoing rules and regulations, the City's police officer(s) are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

- B. The City, through its police officer(s), is hereby empowered to enforce Authority rules or regulations.
- C. The City, through its police officer(s), is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.
- D. Nothing herein contained shall be construed as permitting or authorizing police officer(s) to use any method or to act in any manner in violation of law or of their sworn obligation as police officer(s).

ARTICLE III Communications, Reporting and Evaluation

A. Communications

1. Access to Information

The City agrees that the Authority will have unrestricted access to all public information which in any way deals with the criminal activity in any of the Authority's communities. It is further agreed that the City police department will provide the Authority copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the City police department on a regular basis in accordance with specific procedures that have been or will be established.

Existing procedures should be included as an Addendum to this Contract.

B. Reporting

1. Forms

The police department will require all Assigned Personnel (police officer(s)) to complete incident reports provided by the Authority at the conclusion of each week and forward the original report to the Authority's designee. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
- b. Calls/requests for service
- c. Suspicious persons - name and description
- d. Vehicles abandoned/towed/stolen
- e. Drug paraphernalia confiscated/found
- f. Arrests/citations of both residents and outsiders to include age, sex, ethnicity
- g. Property recovered/stolen
- h. Counseling of residents and visitors
- i. Broken lights/sidewalks & safety issues

- j. Graffiti & vandalism
- k. Vehicle license number of suspicious persons
- l. Weapons violations/seized
- m. Workshops, seminars, and any community policing events

2. Media Coordination

The police department will relay to the Executive Director or his designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Authority agree that any evaluation shall include:

- 1. Hours worked by police officer(s) for:
 - a. Foot patrol
 - b. Bicycle patrol
 - c. Motorized patrol
 - d. K-9 patrol
 - e. Special operations
- 2. Response time to targeted communities by City-paid officer(s) and Authority-paid officer(s) by Priority I (emergency), Priority II (non-emergency), and Priority III (if utilized)
- 3. Comparison of crime and workload in the targeted communities for the previous 4 years and the period of the Contract
- 4. Arrests (to include drug violations)
- 5. Vehicles towed
- 6. Positive contacts
- 7. Referrals
- 8. Trespassers removed
- 9. All UCR or NIBRS Reports
- 10. Calls for service
- 11. Weapons seized
- 12. Property stolen/recovered
- 13. Community feedback
- 14. K-9 use log

It is further agreed that the City will provide comparable crime information for the City as a whole to facilitate the evaluation to include what proportion of activities City-wide occur on Authority property.

ARTICLE IV Plan of Operations

- A. The City and the Authority shall prepare a detailed plan of operations for use in eliminating crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The plan of operations will minimally specify the following:

1. Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
 2. Staffing levels;
 3. Responsibilities of key personnel;
 4. Organization and resources, to include personnel, equipment, in-kind support, etc.;
 5. Hours of operation, to encompass schedules of major tasks and activities; and
 6. Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract.
- B. The plan of operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations as it deems appropriate. The Authority must approve the plan in order for payment to begin.
- C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

ARTICLE V Term of Contract

The term of this Contract shall be for one (1) year(s) beginning on the date approved by both parties.

ARTICLE VI Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract in a total amount not to exceed Fifty thousand dollars and no cents (\$ 50,000.00), in the following expense categories:

Expense Category	Amount
Assigned Personnel Salaries	<u>\$ 50,000.00</u>

(Reimbursement of Law Enforcement over and above the baseline of services.)	
Administrative Liaison Officer	\$ 0.00
Prorated Salary and Benefits	
Communications/Other Miscellaneous	\$ 0.00
Expenses/Equipment	

- B. The Authority shall reimburse the police department on a monthly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures. Total reimbursement shall not exceed \$50,000.00 for one full time officer for one year and is contingent on receiving funding.
- C. The percent of overtime authorized under this Contract for court appearances or other hearings is 0%.
- D. The City shall provide the following documentation in requesting reimbursement:
 - 1. Copies of Certified Payroll Time Reports documenting names, employee identification, hours worked in public housing developments, supervisory approval of the report, and supervisory verification of the necessity for any overtime worked.
 - 2. Copies of receipts for other allowable communications and other miscellaneous expenses shall be subject to pre-approval, and shall be accompanied, at the time of reimbursement request, by a brief explanation of the expense incurred.
- E. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the Authority shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VII Termination

- A. The Authority may terminate this Contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.
- B. The City may terminate this Contract upon the provision of thirty (30) days written notice to the Authority. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

ARTICLE VIII Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority:	Housing Authority of the City of Shawnee, OK 601 West 7 th Street P.O. Box 3427 Shawnee, OK 74802-3427
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City: City of Shawnee
Shawnee Police Department
P.O. Box 1448
Shawnee, OK 74802-1448

ARTICLE IX
Construction of Laws

This Contract is made and entered into in the City. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State in which the City is located.

ARTICLE X
Entire Contract

The Contract shall consist of the following component parts:

- (a) This Contract;
- (b) Any subsequent addenda agreed to by both parties.

ATTEST:

Special Projects Manager
Housing Authority of the City
of Shawnee, OK

Executive Director
Housing Authority of the City
of Shawnee, OK

ATTEST:

City Clerk
City of Shawnee, OK

Mayor
City of Shawnee, OK

APPROVED AS TO FORM:

Police Chief
City of Shawnee, OK

City Manager
City of Shawnee, OK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2020.

City Attorney
City of Shawnee, OK

Regular Board of Commissioners

2. e.

Meeting Date: 11/16/2020

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve an amendment to the contract with Safe Events for Families (SEFF) for Fiscal Year 2020-2021 to include a wider variety of events to safely accommodate COVID-19 precautions.

Attachments

Contract

AMENDED AGREEMENT BETWEEN THE CITY OF SHAWNEE and
SAFE EVENTS FOR FAMILIES

This Agreement is entered into this 1st day of July, 2020, by and between the City of Shawnee, Oklahoma, a municipal corporation hereinafter the "CITY", and Safe Events for Families hereinafter called "SEFF".

WITNESSETH

WHEREAS, the CITY is in need of certain goods and services, and

WHEREAS, SEFF has represented that it possesses the skills and abilities to provide such goods and services.

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

1. SEFF agrees to provide and furnish such goods and services, to wit: the development of family-oriented events providing a safe and entertaining community atmosphere. Those events shall include, but not be limited to, Shawnee Trail Days, Boo on Bell Street, and the Downtown Christmas Parade.
2. SEFF agrees to provide and furnish such goods and services to commence on 1st day of July, 2020, and to continue until the 30th day of June, 2021.
3. The CITY agrees to fund SEFF's events as follows:
 - a. The CITY will pay to SEFF up to fifty-six thousand seven hundred dollars (\$56,700.00) in invoiced expenditures within the agreed fiscal year.
 - b. The CITY will require SEFF to provide those invoices to the city for direct payment. Payments will be submitted to the accounting department of the City of Shawnee.
4. SEFF agrees to furnish to the CITY copies of all minutes of SEFF meetings.
5. SEFF and CITY acknowledge and agree that mutual cooperation is necessary for the success of this contractual arrangement. To that end SEFF agrees to meet and consult with the City Manager's office concerning all events and activities that SEFF will sponsor at least sixty (60) days prior to the date of said event or activity and complete the event permitting process.

6. The CITY acknowledges that it cannot bind future commissions to a financial decision beyond the present fiscal year.
7. SEFF shall submit a request for renewal to the City Clerk's Office no later than March 31, 2021. As a part of this request, SEFF shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.
8. This agreement may be terminated by either party upon thirty (30) days written notice prior to the end of the contract period.

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

WITNESS our hands this _____ day of _____, 2020.

SAFE EVENTS FOR FAMILIES

ATTEST:

PRESIDENT

SECRETARY/NOTARY

APPROVED by the Mayor and City Commissioners of the City of Shawnee this _____ day of _____, 2020.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

ATTEST:

CHANCE ALLISON, CITY MANAGER

LISA LASYONE, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

2. f.

Meeting Date: 11/16/2020

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Joe Harbeson from the Shawnee Community Beautification Committee, effective January 1, 2021.

Attachments

Resignation Harbeson

I wish to resign at the
end of my term. I have
enjoyed my time on the
committee and believe new
members will bring new
ideas to the committee.

Joe Paulsen

~~8-9~~
10-15-2020

Regular Board of Commissioners

2. g.

Meeting Date: 11/16/2020

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Tom Terry from the Shawnee Community Beautification Committee, effective January 1, 2021.

Attachments

Resignation Terry

Tom Terry
10 East Franklin Street
Shawnee, OK 74804-2918
273-7882 (h) 405-788-6634 ©
tomterry@att.net

October 26, 2020

To: City of Shawnee

Re: Reappointment to Shawnee Community Beatification
Committee

This letter is to confirm that I plan to let my appointment expire on December 31, 2020. I have served on the Chamber Beautification Committee and the City committee since 1995. It is time for someone, preferably from the Dunbar Heights area to assist this board in making plans to keep making Shawnee Beautification efforts.

I will be available for consultation, if requested.

Sincerely,

Tom Terry

cc. Sherry Lankford, James Bryce

Regular Board of Commissioners**2. h.**

Meeting Date: 11/16/2020

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Shawnee Community Beautification Committee

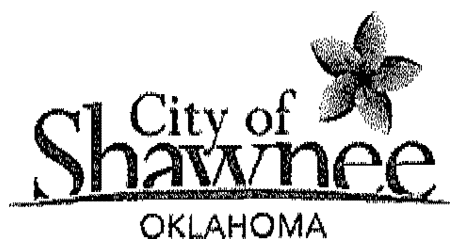
Sherry Lankford	2 nd Full Term	Expires: January 1, 2024
<i>Reappointment</i>		

Debi Renegar	2 nd Full Term	Expires: January 1, 2024
<i>Reappointment</i>		

Carla Smith	2 nd Full Term	Expires: January 1, 2024
<i>Reappointment</i>		

Attachments

Lankford
Renegar
Smith



APPLICATION TO SERVE
Boards, Committees and Commissions

☐ Appointment
☒ Reappointment – Partial/First Second Term

Name: <u>Sherry Lankford</u>	Application Date: <u>10-14-20</u>
Address: <u>2201 Bryant Via, Shawnee, OK 74804</u>	Date of Birth: <u>02-27-56</u>
Mailing Address: <u>same</u>	
Daytime Phone: <u>405-640-4378</u>	Fax: _____ Email: <u>sherry.lankford@att.net</u>
Profession: <u>Sr Branch Office Administrator</u>	
Business Name: <u>Edward Jones</u>	
Business Address: <u>318 W. MacArthur</u>	
Business Phone: <u>405-275-2030</u>	Fax: <u>888-958-6042</u> Email: <u>sherry.lankford@edwardjones.com</u>

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 40 years

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

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

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

Served on the Chamber of Commerce Beautification Committee for several years. Have interest in making and keeping Shawnee beautiful.

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?

Love working outdoors. Reliable to serve

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

Shownee Rotary Club - board member, Rotary sponsored Knight Vision character building program at Horace Mann since its inception over 10 years ago
Blue Zones Advocate

List education, including degree(s) earned:

High School Graduate

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

Housing Authority - 4 yrs Beautification Committee currently

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
James E Smith	Co-worker	405-275-2030 (w)
Cindy Lantz	friend	405-275-3217
Christina Walker	friend	405-968-0452

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 Sherry J. Lankford

Date 10-14-20

October 28, 2020

To Whom it May Concern,

I am requesting that I be able to remain on the Shawnee Beautification Committee, for the next term.

I have enjoyed being a member for the last few years and I hope to continue.

All of my contact information has remained the same.

Thank you for the consideration.

Debi Renegar (405-570-4988)

104 N. Leo

Shawnee, OK 74801



Boards, Committees and Commissions

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

Name: <u>Debi Renegar</u>	Application Date: <u>8-17-17</u>
Address: <u>104 N. Leo</u>	Date of Birth: <u>8-27-58</u>
Mailing Address: <u>same</u>	
Daytime Phone: <u>405-570-4988</u> Fax: <u>Ø</u>	Email: <u>debi.renegar@gmail.com</u>
Profession: <u>homemaker (retired - OBU)</u>	
Business Name: <u>-</u>	
Business Address: <u>-</u>	
Business Phone: <u>-</u> Fax: <u>-</u> Email: <u>-</u>	

APPLICATION TO SERVE

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

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

If so, please list the board/committee: Shawnee Beautification Comm. thru City of Shawnee

How many years have you lived in Shawnee? 58

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

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

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

As a life long citizen of Shawnee & being a
Master Gardener, I want to do my part in helping
Shawnee thrive & be beautiful.

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?

Born & raised in Shawnee - I know many people.

From working at O.B.U. for 10 years & being active
in my church (Temple Baptist) I understand the importance
of people working together for good.

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

Shawnee Beautification Com. through City Hall, Friends of the Library, Serve Shawnee,

Master Gardening Volunteer work, County Fair helper, Bethel School 4-H helper,
Trash Off Volunteer, church activities

List education, including degree(s) earned:

High School (Bethel), various Vo Tech computer classes, etc.,

Various banking classes, Mortgage Training, Real Estate Appraiser Board,
Real Estate Loan Documentation, Shawnee Chamber Pride Program (twice)

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

Shawnee Beautification Committee 2015-17

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
Mike Craig	Pastor - Temple Bapt Church	405-630-5906
David Whitlock	President - OBU ^{I was his} Secretary	405-585-5000
Tom Terry	OBU & Master Gardener	hm: 405-273-7882

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 Debi Renegar
Date 8-17-17

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
llasyone@shawneeok.org

Revised April 4, 2017

Lisa Lasyone

From: Smith, Carla <carlasm@okstate.edu>
Sent: Friday, October 23, 2020 4:05 PM
To: Lisa Lasyone
Subject: Shawnee Beautification - Renewal of Term

Hello

I have served on the Shawnee Beautification Committee and would be happy to renew my application for a second term. The information in my application is still correct.

This is a good group to work with and I enjoy serving in this capacity.

Have a good weekend!
Go Pokes!

Carla Smith

Agriculture/Horticulture Educator

Pottawatomie County OSU Extension Service

14001 Acme Road

Shawnee, OK 74804

405.273.7683 ext 103

405.273.0814 fax

carlasm@okstate.edu



EXTENSION

Live Life in Full Bloom!



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Carla Smith</u>	Application Date: <u>1-11-17</u>
Address: <u>29508 Hardesty Road</u>	Date of Birth: <u>4-16-68</u>
Mailing Address: <u>McLoud, OK 74851</u>	
Daytime Phone: <u>405-640-1571</u> Fax: _____	Email: _____
Profession: <u>Horticulture Educator, Pottawatomie Co. OSU Extension</u>	
Business Name: <u>OSU County Extension Service</u>	
Business Address: <u>14001 Acme Road Shawnee, OK 74804</u>	
* Business Phone: <u>405-273-7683</u> Fax: <u>405-273-8014</u>	Email: <u>carlasme@okstate.edu</u>

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? Pott. Co. / Shawnee Area – All my Life.

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

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

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

As the Horticulture Educator for our county, I would like to participate in our city beautification projects along with the Master Gardener program.

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 28 years of experience in the field of horticulture, including greenhouse, perennials, herbs, and agri-tourism.

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

I am an active member of the Bethel FFA Booster Club. We recently helped with the Bethel Holiday Food Baskets. I help with Food Pantry through my church at times, and we did Disaster Relief following 2013 storms.

List education, including degree(s) earned:

Bachelor's of Science, Horticulture, Oklahoma State University, 1990.
Bethel 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?

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>Linda Shackelford</u>	<u>Former Employer</u>	<u>405-641-4840</u>
<u>Kathy Richardson</u>	<u>Neighbor</u>	<u>405-589-0128</u>
<u>Dwayne Forrester</u>	<u>Family Friend</u>	<u>405-784-2331</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

Carla Smith

Date

1-29-18



Oklahoma Cooperative Extension Service

Pottawatomie County
14001 Acme Road
Shawnee, OK 74804
(405) 273-7683

January 11, 2018

City of Shawnee

Beautification Committee Application

Dear City of Shawnee

Hello. Let me introduce myself to you. My name is Carla Smith, and I am the new Horticulture Educator for the OSU Pottawatomie County Extension Office. Although I may be new to this position, I do have 28 years of experience in the horticulture industry. I will be primarily working with the Master Gardener program at this time. As part of the extension service, I would be glad to serve on the Shawnee Beautification Committee. If there is any way our offices can be of assistance, please be in contact. You may reach me at the office at 405-273-7683 ext. 104 or by email:

Thank you for your consideration.

Sincerely,

Carla Smith
Horticulture Educator
Pottawatomie County OSU Extension Service
14001 Acme Road
Shawnee, OK 74804
405-273-7683
405-273-0814 fax
carlasm@okstate.edu



Regular Board of Commissioners

4.

Meeting Date: 11/16/2020

Hiring

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of the City Manager's hiring of Michael Ayers as the Chief Information Officer.

Attachments

Ayres



Office of the City Manager

To: Honorable Mayor Bolt and City Commissioners

From: Chance Allison, City Manager

Date: November 9th, 2020

RE: Department Head Appointment: Chief Information Officer

The Office of the City Manager would like to request approval of Michael Ayers' appointment to the position of Chief Information Officer. This request is made to keep compliance with Article V, Section 2 of the City Charter, "*the appointments of all heads of departments shall not become effective until they have been approved by the board of Commissioners.*"

Mr. Ayers has been employed with the City since December of 2005, most recently serving as Information Technology Manager beginning in December of 2016. The position of Chief Information Officer was vacated two years later in December of 2018, further increasing the responsibilities he had to manage. His service to the City under these conditions more than qualify Mr. Ayers to assume the role of Chief Information Officer.

Regular Board of Commissioners

5.

Meeting Date: 11/16/2020

Hiring

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of the City Manager's hiring of Anthony Wittmann as Fire Department Chief.

Attachments

Memo



Office of the City Manager

To: Honorable Mayor Bolt and City Commissioners
From: Chance Allison, City Manager
Date: November 10th, 2020
RE: Department Head Appointment: Fire Chief

The Office of the City Manager would like to request approval of Tony Wittmann's appointment to the position of Fire Chief. This request is made to keep compliance with Article V, Section 2 of the City Charter, *"the appointments of all heads of departments shall not become effective until they have been approved by the board of Commissioners."*

Mr. Wittmann has served with the City of Shawnee Fire Department for twenty years, starting out as a firefighter. He has since risen through the ranks of the department, beginning with his promotion to Lieutenant in 2004. In 2008, he earned the promotion of Captain, and finally in 2017 he took up the position of Battalion Chief. In addition, Mr. Wittmann has twenty-five years of experience as a paramedic, including shift supervision.

Mr. Wittmann has displayed his dedication to public safety through gaining a bachelor's degree from Oklahoma State University in Technology in Emergency Responder Administration, as well as a master's in science in Occupational Safety and Health from Southeastern Oklahoma State University. Mr. Wittmann uses his education to invest in others as an instructor in subject matters such as firefighting, emergency medical services, OSHA compliance, and safety.

Regular Board of Commissioners

6.

Meeting Date: 11/16/2020

Hiring

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of the City Manager's hiring of Rachelle Erickson as Emergency Manager.

Attachments

Memo



Office of the City Manager

To: Honorable Mayor Bolt and City Commissioners
From: Chance Allison, City Manager
Date: November 16th, 2020
RE: Appointment: Emergency Manager Position

The Office of the City Manager would like to request approval of Rachelle Erickson's appointment to the position of Emergency Manager.

Mrs. Erickson began her service with the city in October of 2015. Her time with our organization has been worthy of distinction, earning her the 2018 Civilian Employee of the Year award. She is a woman of dedication to her craft, serving as the South East Region Vice President of the National Emergency Number Association and as the Terminal Assistant National Crime Information Center Officer. She is currently completing FEMA courses to acquire certification as an Emergency Manager.

Beyond her current exemplary work with the city, Rachelle's 8 ½ year career in the military dealt with emergency operation logistics in wartime operations. Having responded directly to major incidents, she understands the command structure, and how to network and organize a response in an emergency situation.

With her career up to this point, her dedication, and desire to continue learning, she has equipped herself well to fulfill all the responsibilities demanded of our area's Emergency Manager.

Regular Board of Commissioners

7.

Meeting Date: 11/16/2020

Proclamation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Proclamation

PROCLAMATION

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

WHEREAS, during the period beginning on October 26, 2020 and continuing, all affected portions of the City of Shawnee, Oklahoma, which caused, or has a high potential to cause, widespread and severe damage, injury and loss of life and property and;

WHEREAS, on October 26, 2020, Governor Kevin Stitt declared a state of emergency in 47 counties, including Pottawatomie County, due to the severe winter weather, freezing rain, and snow, in Executive Order 2020-33;

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

WHEREAS, the event is consistent with the definition of “*disaster*” as defined in Section 11-27 of Chapter 11 of the Code of the City of Shawnee and;

WHEREAS, Section 683.3 states that a “*state of emergency* shall be deemed to exist whenever, by reason of a disaster, such state of emergency is legally proclaimed by proper authority as provided in this article and that “such state of emergency shall continue [in the affected areas] until terminated by proclamation of proper authority as provided in this article,” and;

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

WHEREAS, Section 11-29 (a) of Chapter 11 of the Code of the City of Shawnee provides that in the absence of the Mayor, the Vice Mayor shall carry out the duties of the Mayor under that division and;

WHEREAS, Section 11-29 (a) of Chapter 11 of the Code of the City of Shawnee provides that in the absence of the Mayor and the Vice Mayor, the line of succession for carrying out the duties of the Mayor shall fall to the Senior City Commissioner available, then the City Manager, then the Emergency Manager Director and;

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

NOW THEREFORE, at this time, I, Ed Bolt, Mayor of the City of Shawnee do hereby exercise the authority vested in me by the above-cited sections of the law and to proclaim a state of emergency to exist in the areas within the City of Shawnee:

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

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

ADOPTED and **SIGNED** this 30th day of October, 2020 at 2:30 P.M.

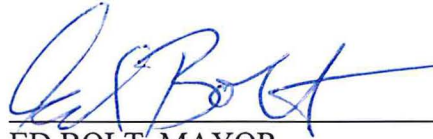
(SEAL)

ATTEST:



LISA LASYONE, CMC, CITY CLERK





ED BOLT, MAYOR

Regular Board of Commissioners

8.

Meeting Date: 11/16/2020

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Ordinance

ORDINANCE NO. _____NS

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

EMERGENCY ORDINANCE

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 15, SECTION 15-6 THROUGH 15-17 OF THE CITY CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

SECTION 1. That Chapter 15, Section 15-6 through 15-17, of the Code of the City of Shawnee, Oklahoma, is hereby amended to read as follows:

§ 15-6. – Short Title.

This article is entitled and shall be known to as the CITY OF SHAWNEE COVID-19 SAFETY CODE.

§ 15-7. – Statement of Findings by the City Council of the City of Shawnee.

1. The United States is experiencing and outbreak of Novel Coronavirus-2019 also known as COVID-19; and
2. On March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic; and
3. On March 13, 2020 the President of the United States declared a National Emergency because of the COVID-19 pandemic and the declaration is still in effect today; and
4. On March 15, 2020, the Governor of Oklahoma declared a State of Emergency because of the COVID-19 pandemic and the declaration is still in effect today; and
5. The Center for Disease Control (“CDC”) has emphasized the COVID-19 risk to individuals is dependent on exposure and transmission is through respiratory droplets produced when an infected person coughs or sneezes; and
6. There have been over 900 COVID-19 related deaths statewide with over 7 deaths in Shawnee and the immediately surrounding area; and
7. The City Council of the City of Shawnee (City) finds that the Center for Disease Control (CDC) has identified a virus, COVID-19, which is causing a pandemic throughout the world and the United States remains present, extremely contagious, and potentially deadly within the city; and
8. After reaching a low point for positive tests and hospitalizations, in June, Oklahoma experienced a significant increase in the number of COVID-19 positive tests and hospitalizations; and
9. After a period where the rise in new cases subsided, the increase in new cases and positive testing percentages has resumed this past week and remains at an elevated level related to the previous phases of the pandemic; and

10. Since mid-June, hospitalizations have consistently remained at an elevated level that causes concern to public health officials; and
11. The Pottawatomie County Health Department (“PCHD”) has successfully identified safety measures what will substantially improve the City’s response to this pandemic, preserving the health of the community; and
12. Based upon information provided by local healthcare providers and public health experts, the current surge occurred, in part, due to public gatherings associated with the Labor Day holiday; and
13. One strong recommendation by the CDC and PCHD is the adoption of the safety measure for the mandatory wearing of face coverings (masks) over the nose and mouth to help prevent air-born virus particles from causing new infections and, depending on the design of the mask, can also help prevent the persons wearing the face covering to not become infected with COVID-19; and
14. With the transmission of COVID-19 and COVID-related hospitalizations continuing at an elevated level, provisions for the safety of the life, health, and property of Shawnee residents are still necessary; and
15. The City Council of the City declares that the continuing occurrence and threat of widespread or severe damage, injury, or loss of life or property from COVID-19, including severe economic damage to the City and the State of Oklahoma, which can result from COVID-19 justifies emergency action by the City to help avert such danger or damage and to protect the public health; and
16. The City Council further declares an emergency need for an ordinance containing the COVID-19 safety measure for the mandatory wearing of face coverings over the nose and mouth whenever persons are in any place or setting open to the general public; and
17. The City Council of the City further notes that the recent surge in COVID-19 cases in several U.S. states is raising concern that the economic recovery that likely began in May could falter if authorities re-impose lockdowns or consumers reduce spending out of fear that getting out and about could mean they get the sometimes fatal disease; and
18. The City Council also finds that it is appropriate and in the interest of the public health, safety, and welfare and would further protect property and civil order, of the Civil Council to adopt this COVID-19 Safety Code with a regulation mandating the wearing of masks over the nose and mouth whenever persons are entering and while inside any indoor place open to the public; and
19. The City Council of the City states that this COVID-19 Safety Code measure is being enacted to help limit the health impacts and slow the spread of COVID-19 by mandating the wearing of face coverings over the nose and mouth whenever persons are entering and while inside any indoor place open to the public; and
20. Accordingly, the City council also finds that it is appropriate and in the interest of the public health, safety, and welfare and would further protect property and civil order, for the City council to limit the duration of this ordinance to and until June 30, 2021 with the mask requirement expiring at 11:59 P.M on June 30, 2021; provided for the ages this requirement applies to, the City Council has determined that ages 11 and up is appropriate, but the public should keep in mind that the CDC recommends that persons 3 and up should wear masks.

§ 15-8. – Definition.

The term “face covering” as used in this article shall mean a uniform piece of material that securely covers a person’s nose and mouth and remains affixed in place without the use of one’s hands and/or a face shield.

§ 15-9. – Face Coverings required.

All persons shall wear face coverings when entering and while inside any indoor place open to the public.

§ 15-10. – Guidelines for Face Coverings.

The public is encouraged to wear face coverings that;

- a. fit snugly but comfortably against the side of the face;
- b. are secured;
- c. allow for breathing without restrictions; and
- d. face coverings may be made of disposable or non-disposable materials.

§ 15-11. – Exceptions.

Nothing herein shall require the wearing of face coverings by:

- a. persons under 11 years of age unless required by a school or day care to wear a face covering;
- b. persons working in a professional office who do not have any face-to-face interactions with the public;
- c. restaurant patrons while eating or drinking;
- d. persons in a setting where it is not practical or feasible to wear a face covering, such as when receiving dental services, medical treatments, or while swimming or at a splash park;
- e. persons engaged in a competitive sporting activities, whether professional or amateur or merely for recreational purposes;
- f. persons engaged in performing cardio exercise, but they should make a reasonable effort to practice social distancing from persons not from their household;
- g. persons attending any indoor religious service or ceremony as long as all persons who do not live in the same household are social distancing from one another, meaning not less than 6 feet apart;
- h. persons inside any public or private school building or other facility unless required by the school to wear a face covering; and
- i. persons with a development disability, including persons who are deaf and hard of hearing.

§ 15-12. – Effective and Expiration Dates and Times.

This article will become effective and enforceable upon adoption by City Council and will expire and become unenforceable at 11:59 P.M. on June 30, 2021.

§ 15-13. – Enforcement.

This article may be enforced by any legally authorized code-enforcement inspectors or sworn police officers, as follows: authorized PCHD inspectors, authorized Development Services Department Inspectors, and sworn peace officers of the Shawnee Police Department.

§ 15-14. – Violations and Penalties

- a. Inspectors and officers, at the initial contact, shall offer a face covering or the option of leaving the indoor place to a person who is not excepted from the face covering requirement. No citation shall be issued to a person who complies with one of the options. Failure to wear the face covering or failure to leave the indoor place shall constitute a violation of this article.

- b. A violation of this article shall constitute a class “a” offense. Each violation of this article shall constitute a separate offense. Upon conviction, the penalty shall not exceed, for the first and second offenses, a \$9 fine only.
- c. A third or subsequent violation shall constitute a class “a” offense, and shall require a mandatory appearance in the Municipal Court and, upon conviction, shall be punishable with a penalty not exceeding \$100 inclusive of costs and State-mandated fees.

§ 15-15. – Defense to Violation.

It shall be a defense to any violation of Sections 15-6 through 15-17 of this Article if an individual produces a document demonstrating that his/her/their physician has verified that wearing a face covering could cause impairment or would constitute a hazard to the individual.

§ 15-16. – Conditional Repealer.

In the event the Oklahoma State Department of Health no longer advocates for the wearing of face coverings, and a State of Emergency is no longer in effect for the State of Oklahoma, such actions should provide for immediate repealer of the articles herein requiring the wearing of face coverings.

§ 15-17. – Signage required.

All businesses shall provide signage at public points of entry to inform patrons the requirement for face coverings.

SECTION 2: EMERGENCY. It being immediately necessary for the preservation of the peace, health, safety and public good of the City of Shawnee, Oklahoma and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist, by reason whereof, this ordinance shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED this ____ day of _____, 2020

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Emergency clause separately passed and approved on this ____ day of _____, 2020.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

9.

Meeting Date: 11/16/2020

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a contract with GH2 for architectural and engineering services for the Santa Fe Depot Historic Roof Project.

Attachments

Memo

Contract



Office of the Director of Operations

Date: November 10, 2020

To: Mayor and Commissioners

From: James Bryce, Director of Operations

RE: Historic Roof Replacement Architectural and Engineering Services RFQ

Mayor and Commissioners, Staff has reviewed and negotiated GH2's contract for services on the Santa Fe Depot and are ready move forward with the award. The proposed contract has two parts;

- A. Assessment and report on the existing conditions of the roof and building
- B. Design, Construction Documents, Bidding, and Construction Administration

For the assessment and report the firm has asked for a flat cost of \$12,000.00. For this part the firm will investigate water infiltration and document the current condition of the roof and building. Equipment that will be used in the assessment are;

- DJI Inspire 2 Drone, utilized to document the tower.
- Matterport 3D Scanner, utilized to document interior existing conditions.
Example: <https://my.matterport.com/show/?m=t8wKHma452q>
- FLIR Thermography Camera, pending on rain event. Best use of camera requires a medium sized rain event within 24 hours prior to investigation.
- Moisture Meter, pending on rain event. Best use of meter requires a medium sized rain event within 24 hours prior to investigation.
- Digital camera with 60x optical zoom.
- Digital tape measures
- Physical tape measure.

For the Design, Construction Documents, Bidding, and Construction Administration part the cost will be 5% of the cost of construction.

The projected timeline from start to finish for the project is;

- 2 weeks Building analysis and report with cost estimate
- 6 weeks for Design Documents
- 6 weeks bidding and award
- 6 – 8 months construction (possible long lead time for tile production)

Staff's recommendation is to award the proposed contract to GH2 in the amount of \$12,000.00 for the assessment and report portion and 5% of construction cost for the Design, Construction Documents, Bidding, and Construction Administration portion.

The project would be funded out of the facility repair portion of the ½ cent temporary sales tax.

James Bryce
Director of Operations
City of Shawnee

AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourth day of November in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Shawnee
16 W. 9th St.
Shawnee, OK 74801

and the Architect:
(Name, legal status, address and other information)

GH2 Architects, LLC, Limited Liability Company
320 South Boston Avenue
Suite 100
Tulsa, OK
Telephone Number: 918.587.6158
Fax Number: 918.587.0357

for the following Project:
(Name, location and detailed description)

City of Shawnee Santa Fe Depot Roof Rehabilitation
614 E Main St.
Shawnee, OK 74801

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The Project includes the following:

1. Rehabilitation of the Santa Fe Depot roof including but not limited to complete removal of roof tile and replacement, repair decking where needed, rework/replacement of all roof/wall/valley flashing, gutter and down spout rework and painting, repair/replacement of ceiling boarding in the main common area, and repair/replacement of porch beams and ceiling boards.
2. Perform building envelope investigation and provide a written report of the findings.

The Cost of the Work will be determined during the Design phase.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs Deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the

professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

One Million Dollars (\$1,000,000.00) for each occurrence and Two million dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

.2 Automobile Liability

One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

.3 Workers' Compensation

Statutory Limits.

.4 Professional Liability

One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) in the aggregate.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of

the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

4.1.1 Measured Drawings of Existing Conditions: Utilizing existing, available drawings supplemented by field measurements, the Architect will provide a site plan, floor plans, roof plan, and exterior building elevations of the existing structure. These will be utilized by the Architect to prepare Design and Construction Documents. These drawings will be provided to the Owner in Autocad format.

4.1.2 The Architect will utilize a drone where access to building elements are not feasible via a ladder, thermography camera and moisture meters to assist in identifying air and water infiltration. With the information gathered, the Architect shall prepare a written summary/needs assessment for the project. The needs assessment will include priority recommendations and associated cost estimates for each recommendations. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services ten (10) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however,

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that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize

the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)



☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

9.7 Reserved.

(Paragraphs Deleted)

(Paragraph Deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

(Paragraph Deleted)

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.



§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows

Measured Drawings of Existing Conditions, building envelope assessment with written report: Stipulated sum of Twelve Thousand Dollars (\$12,000.00).

Design, Construction Documents, Bidding and Construction Administration Phases: Five percent (5%) of The Cost of the Work.

(Paragraph Deleted)

11.2 Reserved.

(Paragraphs Deleted)

(Paragraphs Deleted)

(Paragraphs Deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Mutually agreed upon stipulated sum

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	percent (	35	%)
Construction Documents	percent (	60	%)
Phase			
Construction Phase	percent (	5	%)
Total Basic Compensation	one hundred percent (	100	%)
	(		

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

(Paragraphs Deleted)

(Table Deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants. Architect will submit actual receipts and time records for Reimbursable Expenses.

§ 11.9 Payments to the Architect

11.9.1 Reserved.

Init.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Paragraph Deleted)

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Not applicable

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

(Paragraphs Deleted)

(Paragraph Deleted)

- .3 Exhibits:

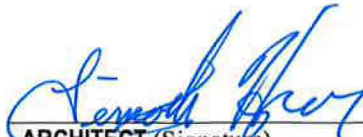
Not Applicable.

(Paragraph Deleted)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Timothy Herzer, AIA, Director of Historic
Preservation Specialty Practice

(Printed name, title, and license number, if required)

Init.



Regular Board of Commissioners**10.**

Meeting Date: 11/16/2020

Public Hearing

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 1027 North Harrison Avenue, containing 0.35-acres, from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) for the purpose of an automotive dealership. Case No. P17-20, Applicant: Patrick and Kelly Anne Buttram.

Attachments

Staff Report

Ordinance

RECOMMENDATION TO:

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

RECOMMENDATION FROM:

SUBJECT:

APPLICANT: Patrick & Kelly Anne Buttram

FOR: Rezoning from C-1 (Neighborhood
Commercial District) to C-3 (Highway
Commercial District)

LOCATION: 1027 N. Harrison Avenue

PROJECT#: 200971 Case #: P17-20

LEGAL DESCRIPTION:

LOTS THREE (3), FOUR (4), AND FIVE (5), BLOCK THREE (3), HARRISON AVENUE
ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA,
according to the recorded plat thereof.

CURRENT CLASSIFICATION: C-1 (Neighborhood Commercial District)

REQUESTED CLASSIFICATION: C-3 (Highway Commercial District)

PROPOSED PROPERTY USE: Automotive Dealership

PLANNING COMMISSION MEETING DATE: November 4th, 2020

PLANNING COMMISSION RECOMMENDATION: Motion to approve:

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
DEEM (CHAIRWOMAN)			X			
LOFTIS-WALTON (VICE CHAIR)	X		X			
WALKER		X	X			
LESTER			X			
ENGLES			X			
JOHNSON			X			
ROWELL						

RESPECTFULLY SUBMITTED,

Rebecca Blaine, AICP

PLANNING DIRECTOR

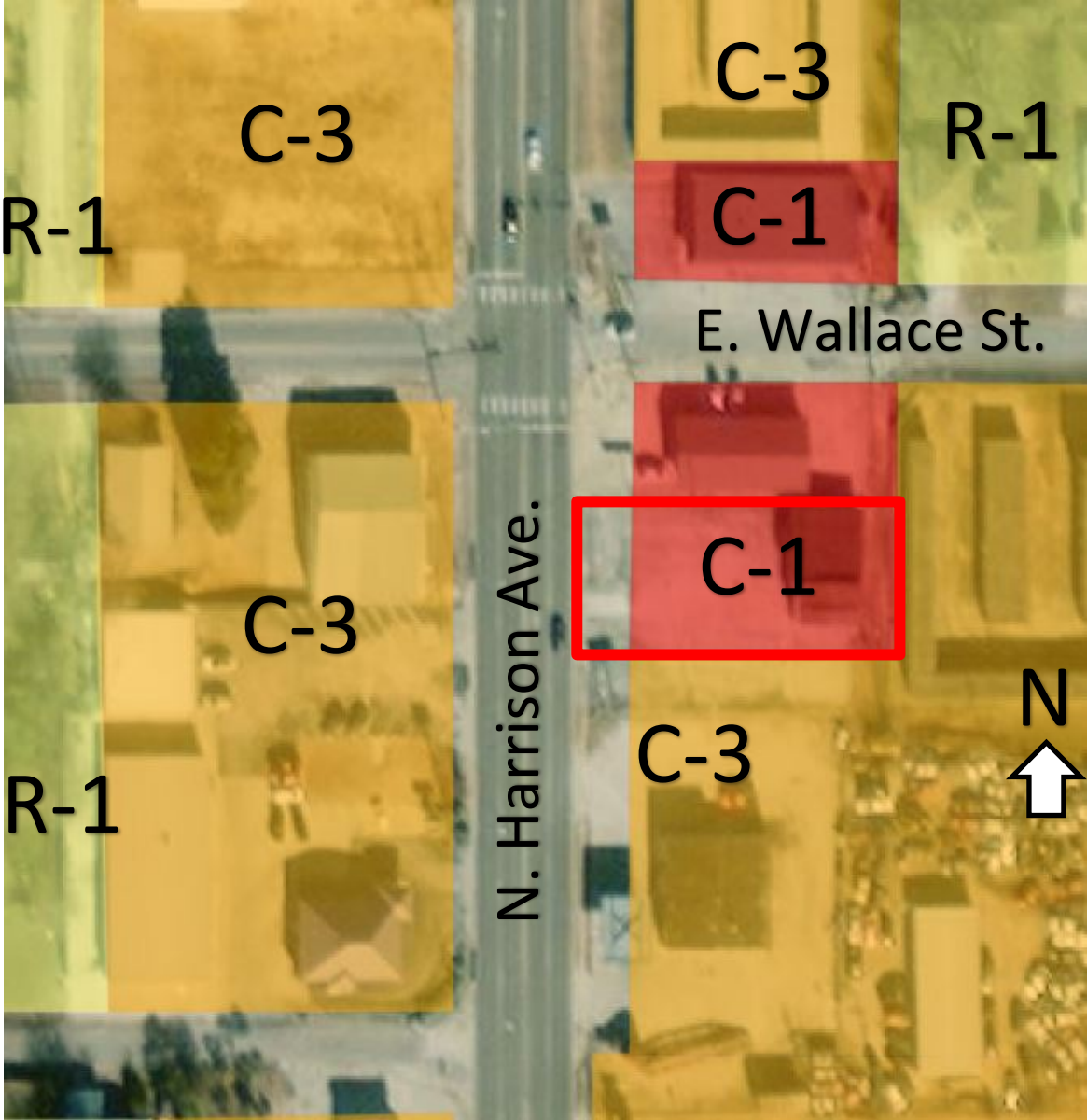
ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 www.ShawneeOK.org		CASE # P17-20 PLANNING COMMISSION: November 4th, 2020 CITY COMMISSION DATE: November 16th, 2020
APPLICANT: Patrick and Kelly Anne Buttram		
PROPERTY ADDRESS/LOCATION: 1027 N. Harrison Avenue		
The applicants, Patrick and Kelly Anne Buttram, is requesting a rezone of a 0.34-acre property from C-1 (Neighborhood Commercial) to C-3 (Highway Commercial) Zoning District.	 Surrounding Zoning Districts: R-1 (Single Family Residential), C-1 (Neighborhood Commercial), and C-3 (Highway Commercial) make up the majority of surrounding properties. <i>Notifications were mailed to surrounding property owners. No written responses have been received at this time, either in support or opposition of this rezoning request application.</i>	

STAFF RECOMMENDATION

This application is being requested for the business use of an automotive dealership. **Business uses that could be allowed by right in the C-3 District that are not allowed in the C-1 District are:** *automotive repair, tires and service, towing and other road services, automotive sales and service, bus, motorcycle, all-terrain vehicle dealers, truck or large vehicle dealers, drive-in or drive-through restaurants, farm equipment sales and service, department store or super store, gasoline service station, hotel/motel/inn, laundry service or dry cleaning, light automobile dealer, lumberyard, building materials store or hardware store, outdoor sales and storage of materials, retail sales of low-point beer off-premise consumption, sales and service for mobile homes, travel trailers, large trucks and equipment, personal storage (mini-storage), tattoo parlors, veterinary clinic, wholesaling, storage, distribution, performance or movie theatre, indoor recreation, amusement activities such as mini-golf, arcade, bowling center, assisted living, nursing home, continuum of care facility, cemetery, monument, tombstone, mausoleum, funeral home, private school or university, bus terminal, bus maintenance facility.*

The 2040 Comprehensive Plan has this area reserved for mixed use. It is the opinion of staff that a parcel with lot frontage on major arterial such as N. Harrison Avenue is an appropriate zoning designation and business use supporting this application.

The Zoning Code requires C-3 lots to have:

- A minimum of 10,000 square feet
- A minimum lot width of 100 feet
- A minimum street frontage of 100 feet

This parcel meets all of the above criteria.

STAFF RECOMMENDATION

Staff recommends approval of this rezoning request from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District).

APPROVE

APPROVE WITH CONDITIONS

DENY

ATTACHMENTS:
(CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING
PETITION/
APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

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>P17-20 (Nov 4th)</u>
Project Number:	<u>200971</u>
Date Filed:	<u>9-14-20</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 C-1 District to C-3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 1027 N. Harrison

LEGAL DESCRIPTION: Lots (3),(4),(5) Block Three, Harrison Ave Addition

PROPERTY OWNER (S): Patrick D. Buttram and KellyAnne Buttram

PROPERTY AGENT (APPLICANT): _____

APPLICANT'S ADDRESS: 19388 Abigail Dr

CITY: Shawnee STATE: OK ZIP: 74801

EMAIL ADDRESS: Buttram_Patrick@yahoo.com

TELEPHONE NUMBER: (405) 388-9704 CONTACT NUMBER: (____)

DIMENSIONS OF PROPERTY: AREA: 13699 WIDTH: 103 ft

LENGTH: 133 ft FRONTAGE: 103 ft

CURRENT ZONING: C-1 CURRENT USE: _____

PROPOSED ZONING: C-3 PROPOSED USE: Automotive Dealership

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

APPLICATION, OWNERSHIP LIST AND PAYMENT
MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00

RECEIPT NO. 0246198

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

(Refundable if Applicant returns 48 hrs. after City Commission Meeting)

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

WARRANTY DEED JOINT TENANCY

KNOW ALL MEN BY THESE PRESENTS:

THAT, **COREY L. CRENSHAW AND JENNIFER L. CRENSHAW**, HUSBAND AND WIFE, (the “Grantor”) parties of the first part, in consideration of the sum of Ten Dollars and other valuable considerations to it in hand paid, the receipt of which is hereby acknowledged does hereby grant, bargain, sell and convey unto **PATRICK D. BUTTRAM and KELLY ANNE BUTTRAM**, Husband and wife, parties of the second part, as joint tenants and not as tenants in common, with the right of survivorship, the whole estate, to vest in the survivor, (the “Grantee”), the following described real property and premises situate in POTTAWATOMIE County, State of Oklahoma, to-wit:

LOTS THREE (3), FOUR (4) AND FIVE (5), BLOCK THREE (3), HARRISON AVENUE
ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY ,
OKLAHOMA, according to the recorded plat thereof..

Property Address: 1027 North Harrison, Shawnee, OK 74801

Return to
Patrick D. Buttram
1027 N Harrison Street
Shawnee, Ok 74801

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. LESS AND EXCEPT any interest in and to oil, gas, coal, metallic ores and other minerals therein and thereunder previously reserved or conveyed of record and all rights, interests and estates of whatsoever nature incident thereto or arising thereunder, and SUBJECT to easements, rights of way and restrictive covenants of record.

TO HAVE AND TO HOLD said described premises unto the Grantee, and to their heirs, successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered 3rd day of September, 2020.


Seller

Jennifer Cranahan
Seller

THE STATE OF OKLAHOMA

)) SS.
)

COUNTY OF: POTTAWATOMIE

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3RD day of SEPTEMBER, 2020, personally appeared COREY L. CRENSHAW AND JENNIFER L. CRENSHAW, to me known to be the identical person(s) who signed their names to the within and foregoing instrument and acknowledged to me that they have executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public in and for the State of
Notary's Printed Name: Robert Weger

CERTIFICATE OF BONDED ABTRACTOR

(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE) §:

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Pottawatomie County, Oklahoma, as updated by the records of the County Clerk of Pottawatomie County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

LOTS 3-5, BLOCK 3 HARRISON AVENUE ADDN & N2 OF VAC PARKER STREET.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (2), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: AUGUST 28, 2020 at 7:30 AM

First American Title Insurance Company

By: Jelle Indon

Julie Jordan
 Abstractor License No. 4071
 OAB Certificate of Authority # 017
 File No. 2549250-SH99

OWNERSHIP LIST

ORDER NO. 2549250-SH99

DATE PREPARED: September 3, 2020

EFFECTIVE DATE: August 29, 2020 at 7:30 am

OWNER	LOT	BLK	ADDITION
CRENSHAW COREY L & JENNIFER L 1027 N HARRISON SHAWNEE, OK 74801	3 - 5 & N1/2 VAC PARKER ST	3	HARRISON AVE
WALL K G & K E REV FAMILY TRUS ANTHONY NEWTON WALL	1	3	HARRISON AVE
BARRETT DAVID J & CONNIE J 18708 GADDY RD SHAWNEE, OK 74801	6 & N1/2 VAC PARKER ST & 7 THRU 14	3	HARRISON AVE
KIRKENDALL ELSIE MAE & BERNICE ELIZABETH YOUNG 919 E WALLACE SHAWNEE, OK 74801	15	3	HARRISON AVE
KIRKENDALL ELSIE MAE & BERNICE ELIZABETH YOUNG 919 E WALLACE SHAWNEE, OK 74801	17-18	3	HARRISON AVE
NALLEY FAMILY TRUST A 1 CHOCTAW SHAWNEE, OK 74801	9-10	2	HARRISON AVE
FRANCE RUSSELL & JODY MARIE 916 E WALLACE SHAWNEE, OK 74801	11-13	2	HARRISON AVE
NALLEY FAMILY TRUST A 1 CHOCTAW SHAWNEE, OK 74801	14-16	2	HARRISON AVE
CHAPMAN WILLIAM 1701 AUTUMN LN SHAWNEE, OK 74804	17-20 & W10' LOT 21	2	HARRISON AVE
BOARD OF COUNTY COMMISSIONERS 325 N BDWY, SHAWNEE, OK 74801	45-49	2	HARRISON AVE
STOUT BILLY & BILLIE TRUST 3017 PINE RIDGE RD OKLA CITY, OK 73120	47-48	2	HARRISON AVE
ROBBINS JERRY ROY & ANGELA MICHELLE & MICHAEL JODY 1001 N HARRISON SHAWNEE, OK 74801	10	1	HARRISON AVE
HUNTER GRACE LLC PO BOX 1466	7-8	7	DEXTERS 2ND
AZ RX REAL ESTATE LLC 1006 N HARRISON	11 & 12 BLK 8 BEG NE/C LOT 11 W100'	8	DEXTERS 2ND

SHAWNEE, OK 74801	S100' E80' N44*E 28.27' N80'POB		
CANTRELL LEONARD G 114 TEAL DR SHAWNEE, OK 74804	11 & 12 LESS BEG NE/C LOT 11 W100' S100' E80' N44*E 28.27' N80' POB	8	DEXTERS 2ND
CANTRELL LEONARD G 114 TEAL DR SHAWNEE, OK 74804	9-10	8	DEXTERS 2ND
ADDINGTON MARY E & LINDA JO 204 S RUTH SHAWNEE, OK 74801	7 LESS E121.45'	8	DEXTERS 2ND
WALKER DWANE L TRUST 16203 ROCK CREEK RD SHAWNEE, OK 74801	E121.45' LOTS 7 & 8	8	DEXTERS 2ND
ADDINGTON MARY E & LINDA JO 204 S RUTH SHAWNEE, OK 74801	E25' LOTS 5 & 6 LESS 3' X 10' TO ONG	8	DEXTERS 2ND
WELLS ARTHUR C JR & KAREN SUE 17067 US HWY 70 DURANT, OK 74701	W115' LOT 5	8	DEXTERS 2ND
WINTERRINGER J C PO BOX 1809 SHAWNEE, OK 74802	W80' OF 16 & W80' OF S35' OF 15	21	DEXTERS 2 ND
WINTERRINGER J C INC C/O SOUTHWEST PROPERTY TAX PO BOX 5037 GRANBURY, TX 76049	14 & 15 LESS THE W80' & 16 LESS W80'	21	DEXTERS 2 ND
WINTERRINGER J C INC 22 W MAIN SHAWNEE, OK 74802	1-13	21	DEXTERS 2 ND



DATE: October 14th, 2020

FROM: Rebecca Blaine, Planning Director

RE: **Case #P17-20: Rezone Request within 300' of your property**

The applicant, **Patrick Buttram**, is requesting a rezoning from **C-1 (Neighborhood Commercial District)** to **C-3 (Highway Commercial District)** located at **1027 N. Harrison Avenue**, and is legally described as:

LOTS THREE (3), FOUR (4), AND FIVE (5), BLOCK THREE (3), HARRISON AVENUE ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, according to the recorded plat thereof.

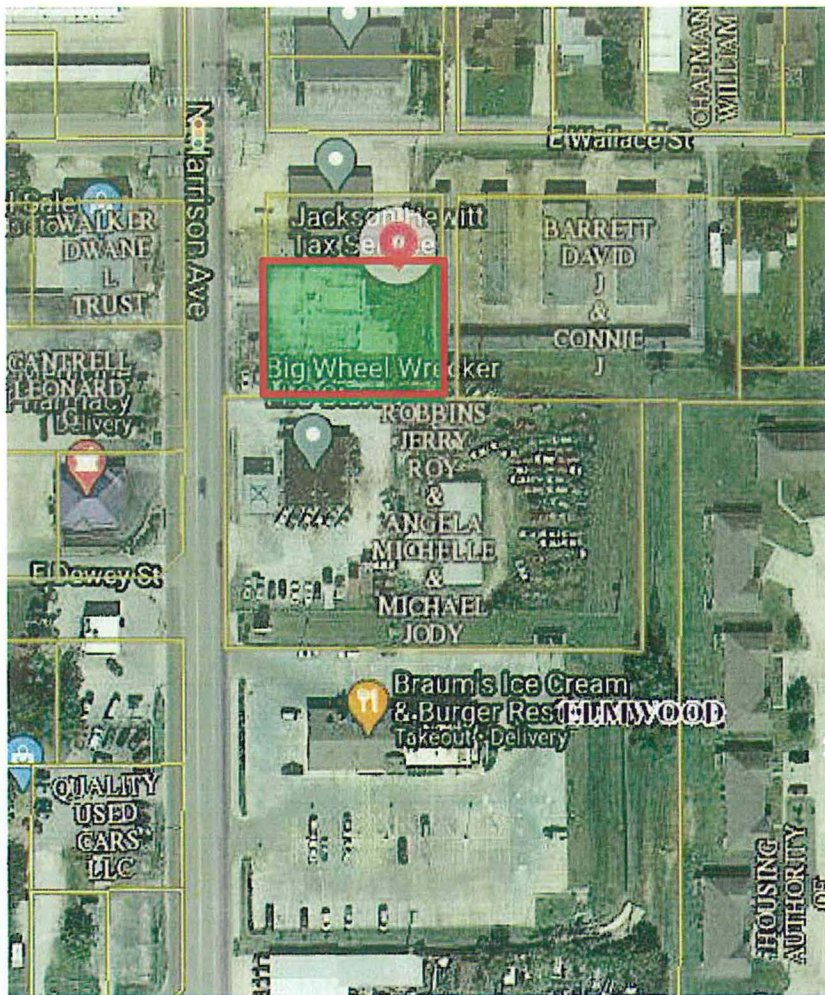
The purpose of the rezone request is to operate an automotive dealership on this property which is a business use allowable by right in the C-3 Zoning District.

You are receiving this letter because your property is within three hundred (300) feet of the property where this request is being proposed.

The Planning Commission will consider this request on **Wednesday, November 4th, 2020 at 1:30 p.m.** at their regularly scheduled meeting (Commission Chambers, 16 W. 9th Street). If you have any comments or questions, please contact the City of Shawnee Community Development Department. Written comments may be submitted to the address below and should be submitted no later than three (3) business days before the public hearing.

The City Commission will consider this request on **Monday, November 16th, 2020 at 6:00 p.m.** at their regularly scheduled meeting (Commission Chambers, 16 W. 9th Street). If you have any comments or questions, please contact the City of Shawnee Community Development Department. Written comments may be submitted to the address below and should be submitted no later than three (3) business days before the public hearing.

A location map has been provided on the back side of this letter for your reference.



Regards,

Rebecca Blaine, AICP

Planning Director

222 N. Broadway Ave.

Shawnee, OK 74801

D: 405.878.1665

rebecca.blaine@shawneeok.org

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P17-20

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on a proposed rezoning of property located within the City of Shawnee.

The property requesting a rezone with conditional use permit is described as follows:

LOTS THREE (3), FOUR (4), AND FIVE (5), BLOCK THREE (3), HARRISON AVENUE ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, according to the recorded plat thereof.

General Location Known As:	<u>1027 North Harrison Avenue</u>
Current Zoning Classification:	<u>C-1 (Neighborhood Commercial)</u>
Requested Zoning Classification:	<u>C-3 (Highway Commercial)</u>
Proposed Use of Property	<u>Automotive Dealership</u>
Applicant:	<u>Patrick & Kelly Anne Buttram</u>

The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

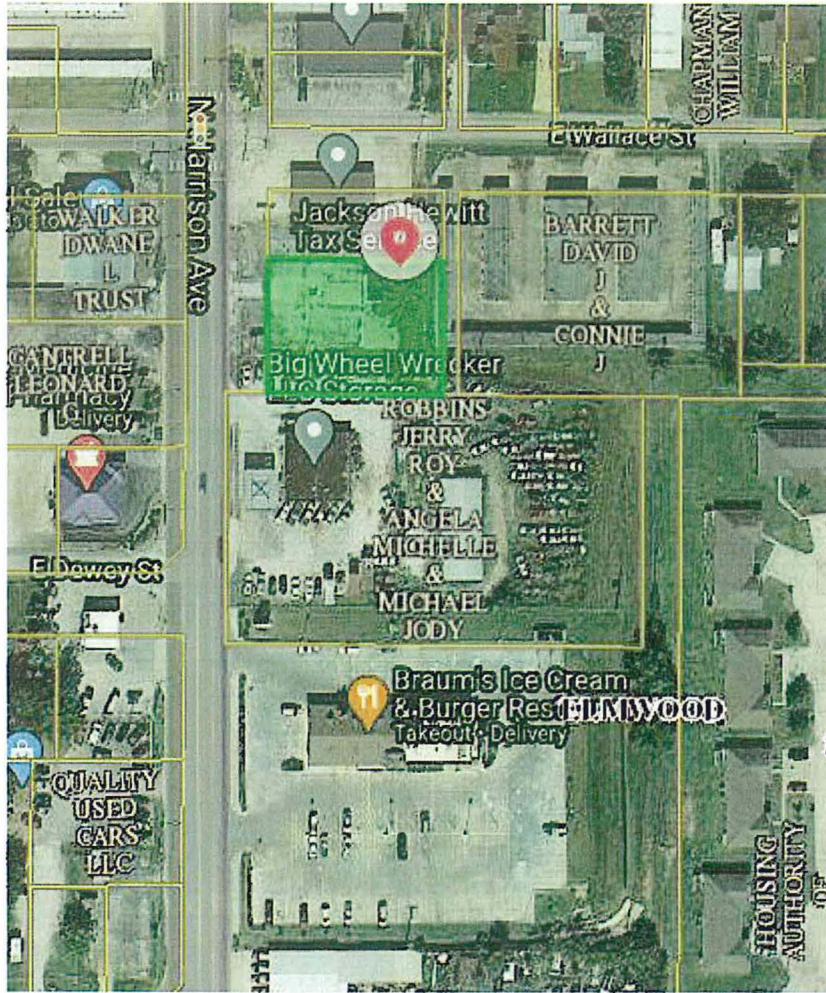
The public hearing will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

November 4 th , 2020	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
November 16 th , 2020	AT 6:00 P.M.:	CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone with conditional use permit. The Commission reserves the right to limit discussion and debate on the proposed rezone with conditional use permit in the public hearing, in which event those persons appearing in support or opposition of the proposed rezone with conditional use permit will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 405-878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Secretary's office at 222 N. Broadway.

Witness my hand this 12th day of October 2020.

Rebecca Blaine, Planning Director



ORDINANCE NO. _____ NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS THREE (3), FOUR (4), AND FIVE (5) BLOCK THREE (3), HARRISON AVENUE ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL 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 16th day of November, 2020, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District).

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to C-3 (Highway Commercial District).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: LOTS THREE (3), FOUR (4), AND FIVE (5) BLOCK THREE (3), HARRISON AVENUE ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 16th day of November, 2020.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 16th day of November, 2020.

JOSEPH M. VORNDRAH,
CITY ATTORNEY

Regular Board of Commissioners**11.**

Meeting Date: 11/16/2020

Public Hearing

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 32105 Homer Lane, containing five-acres, from A-1 (Rural Agricultural District) to RE (Residential Estates District) for the purpose of a three parcel, minimum of one-acre lot size lot split, located on a five-acre property. Case No. P18-20, Applicant: Henry and Helen Wilkos.

AttachmentsStaff Report



Community Development Department

MEMORANDUM

DATE: Monday, November 16th, 2020
TO: City of Shawnee City Commission
FROM: Rebecca Blaine, Planning Director, AICP
RE: Case #: P18-20

Mayor and Commissioners,

The applicants, Henry & Helen Wilkos, have withdrawn their rezoning application for Case# P18-20, which was a request for a five-acre lot to be rezoned from A-1 (Rural Agricultural District) to R-E (Residential Estates District) for the purpose of subdividing the parcel into three tracts with a minimum of one acre each located at 32105 Homer Lane. There is a current mobile home on this property. Shawnee Zoning Code Section 18-3 (b) requires freestanding mobile/manufactured homes be permitted in only the A-1 Zoning District, which requires a minimum of a five-acre tract. The other provision set forth for the allowance of mobile homes within city limits is found under Article VII-Section 18-586 through 18-592, which describes mobile/manufactured home subdivisions allowable on a minimum of ten acres in R-3 (Multifamily Residential District). The applicants have decided to retain their mobile home for the property, instead of removing it to satisfy the requirements of R-E District and Zoning Code regulations.

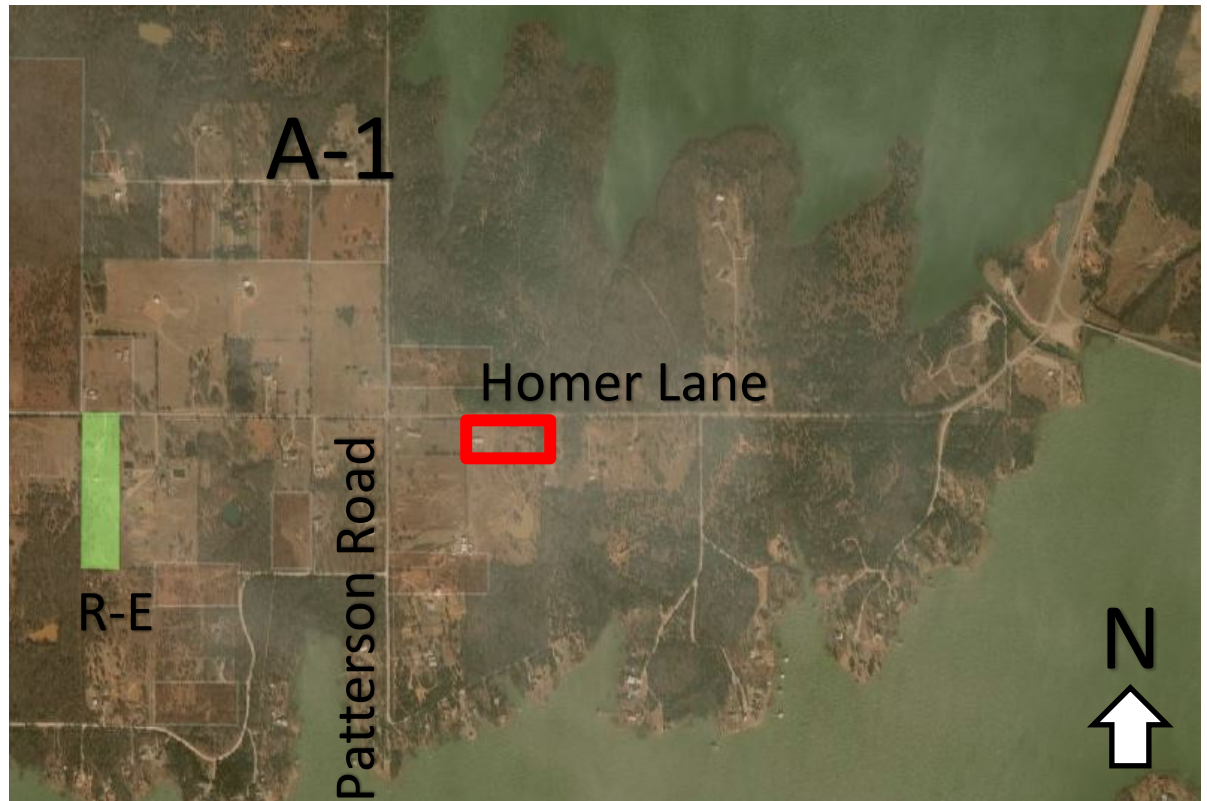
APPLICANT:

Henry Wilkos

PROPERTY ADDRESS/LOCATION:

32105 Homer Lane

The applicant, Henry Wilkos, is requesting a rezone of a five-acre property from A-1 (Rural Agricultural) to R-E (Residential Estates) Zoning District.



Surrounding Zoning Districts:

All surrounding parcels are zoned A-1 (Rural Agricultural) except for a ten-acre parcel located 0.56 miles to the west of this property on Homer Lane.

Notifications were mailed to surrounding property owners. No written responses have been received at this time, either in support or opposition of this rezoning request application.

STAFF RECOMMENDATION

This rezoning application is being requested to subdivide this five-acre parcel into three lots with a minimum of one-acre. Although rezoning to the R-E district will still preserve the rural feel of this area out by the Twin Lakes which is emphasized in the 2040 Comprehensive Plan, this particular property has a mobile home currently on it. Per the City of Shawnee's Zoning Code, a mobile home can only exist in two instances: 1) within a mobile home park (R-3 Multifamily Residential District) or, 2) on an A-1 parcel through a Conditional Use Permit consisting of a minimum of five acres. With that said, staff cannot support this rezone application which would bring this mobile home into nonconformity. This rezoning application should only be considered if the applicant is willing to remove the mobile home and has the understanding that only traditional construction of single-family homes would be allowed on these one-acre minimum parcels.

STAFF RECOMMENDATION

Staff recommends denial of this application as submitted.

APPROVE

APPROVE WITH CONDITIONS

DENY

ATTACHMENTS:
(CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING
PETITION/
APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS



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: 2468121
Project Number: #P18-20
Date Filed: _____
Planning Commission Secretary

REQUEST:

X 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 A1 District to RE District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 32105 HOMER LANE RD
LEGAL DESCRIPTION: CE/2 N/2 N/2 NW/4 NW/4 OF SECTION 15, TOWNSHIP 10 NORTH, RANGE 2 EAST OF INDIAN MERIDIAN
PROPERTY OWNER (S): HENRY T. WILKOS JR AND HELEN RUTH WILKOS
PROPERTY AGENT (APPLICANT): HENRY T. WILKOS JR
APPLICANT'S ADDRESS: 14816 SABLE ST
CITY: OKLAHOMA CITY STATE: OKLAHOMA ZIP: 73165
EMAIL ADDRESS: WILLYBIRD56@YAHOO.COM
TELEPHONE NUMBER: (405) 735-1082 CONTACT NUMBER: ()
DIMENSIONS OF PROPERTY: AREA: 219,450 WIDTH: 330
LENGTH: 665 FRONTAGE: 665
CURRENT ZONING: A1 CURRENT USE: RESIDENTIAL
PROPOSED ZONING: RE PROPOSED USE: RESIDENTIAL

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

APPLICATION, OWNERSHIP LIST AND PAYMENT
MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

H. T. Wilkos Jr
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. _____
PLANNED UNIT DEVELOPMENT FEE \$ 550.00
SIGN DEPOSIT \$ 50.00
(Refundable if Applicant returns 48 hrs. after City Commission Meeting)
PLANNING COMMISSION ACTION: _____ DATE: _____
CITY COMMISSION ACTION: _____ DATE: _____
PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

11731

(ORDER BY NUMBER)

JOINT TENANCY
WARRANTY DEED
(INDIVIDUAL FORM)

Know All Men by These Presents:

That Carolyn Sue Benton Staggs and Wade

Staggs, husband and wife,

of Pottawatomie County,

State of Oklahoma, part ies of the first part, in consideration of the

sum of Ten and No/100----- DOLLARS and other valuable considerations

in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and

Convey unto Henry T. Wilkos Jr. and Helen Ruth Wilkos (formerly Barbour)

as joint tenants and not as tenants in common with full rights of survivorship, the whole estate to

vest in the survivor in the event of the death of either, of Oklahoma County,

State of Oklahoma, parties of the second part, the following described real

property and premises situate in Pottawatomie County, State of Oklahoma

to-wit:

THE SURFACE AND AN UNDIVIDED 1.875 ACRE INTEREST IN THE OIL, GAS
AND OTHER MINERALS of the East half of the North half of the
North half of the Northwest quarter of the Northwest Quarter
(E/2 N/2 N/2 NW/4 NW/4) of Section 15, Township 10 North, Range 2
East of the Indian Meridian, containing 5 acres, more or less.



together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as joint tenants, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this 30th day of September, 19 77

Carolyn Sue Benton Staggs
Wade Staggs



STATE OF OKLAHOMA

COUNTY OF Pottawatomie

SS:

INDIVIDUAL ACKNOWLEDGMENT
Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on this 30th day of

September, 19 77, personally appeared Carolyn Sue Benton Staggs

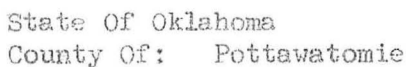
and Wade Staggs, husband and wife,

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that They executed the same as Their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires My Commission Expires Oct. 29, 1980 Lettie D. Benton Notary Public.

Original Survey

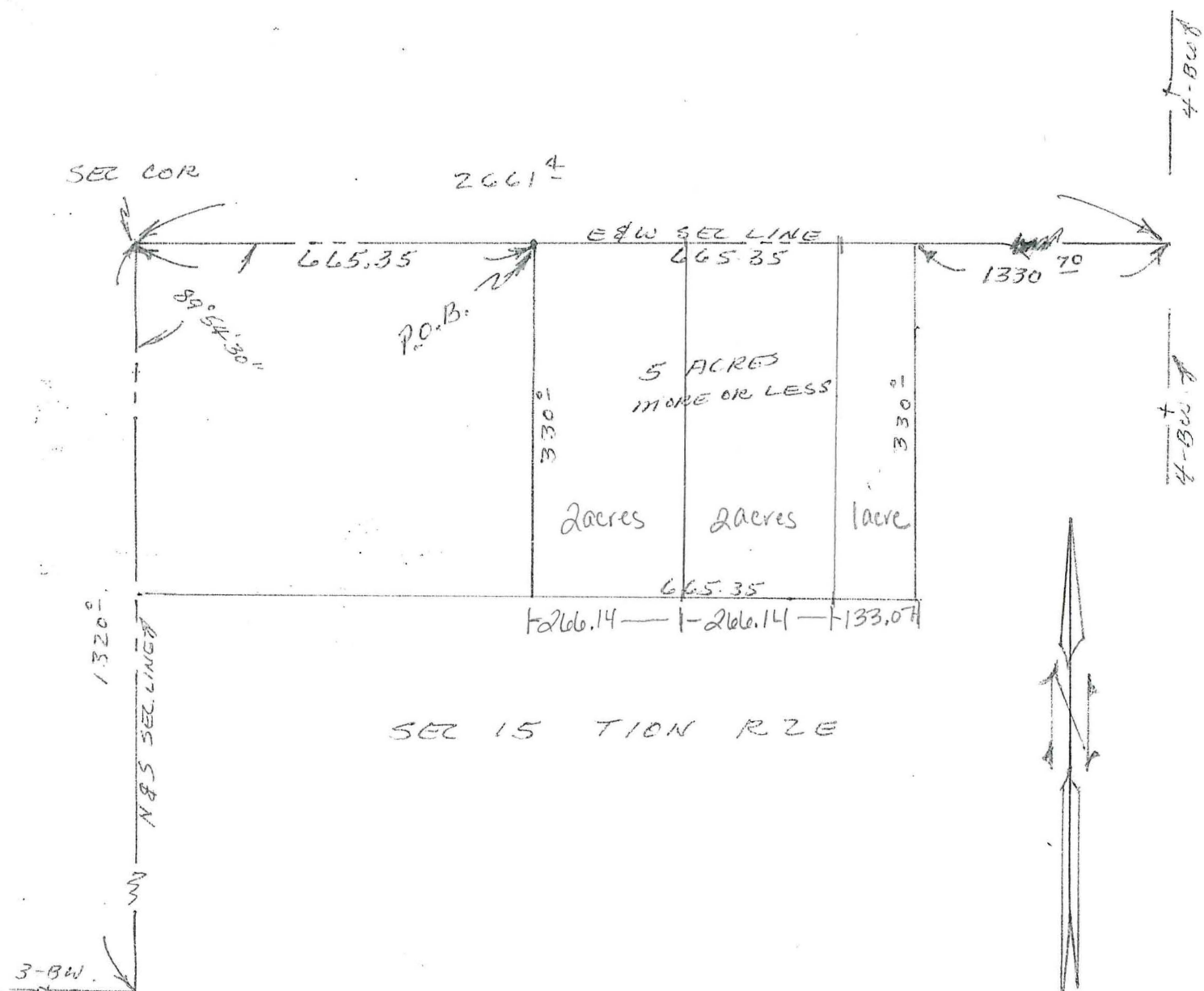


Beginning at the Northwest Section Corner Section 15 T10N R2E of I.M.
Five (5) Acres more or less, East $\frac{1}{2}$ North $\frac{1}{2}$ North $\frac{1}{2}$ Northwest $\frac{1}{4}$ Northwest $\frac{1}{4}$ of said
Section 15 T10N R2E of I.M. Thence East 665.35' to point of beginning. Thence South
330 feet, thence East 665.35 feet, thence North 330 feet, thence West 665.35 feet
to point of beginning.

Donald W. Fries

HAROLD W. FURR LS # 369

Proposed lot splits



State Of Oklahoma
County Of: Pottawatomie

I, Harold W. Furr, a Registered Land Surveyor of the State of Oklahoma, do hereby certify that a careful survey was made under my supervision of the following described property according to the recorded plat thereof:

Beginning at the Northwest Section Corner Section 15 T10N R2E of I.M.
Five (5) Acres more or less, East $\frac{1}{2}$ North $\frac{1}{2}$ North $\frac{1}{2}$ Northwest $\frac{1}{4}$ of said
Section 15 T10N R2E of I.M. Thence East 665.35' to point of beginning. Thence South
330 feet, thence East 665.35 feet, thence North 330 feet, thence West 665.35 feet
to point of beginning.

SURVEYED: September 10, 1977

Harold W. Furr

HAROLD W. FURR LS # 369

CERTIFICATE OF BONDED ABTRACTOR (300 FEET RADIUS REPORT)

[illegible]

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Pottawatomie County, Oklahoma, as updated by the records of the County Clerk of Pottawatomie County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

E2 N2 N2 NW4 NW4 15-10N-2E, POTTAWATOMIE COUNTY, OKLAHOMA.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (1), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: SEPTEMBER 9, 2020 at 7:30 AM

First American Title Insurance Company

By: Julio Indon

By: Julie Jordan
Abstractor License No. 4071
OAB Certificate of Authority # 071
File No. 2555357-SH99

OWNERSHIP LIST

ORDER NO 2555357-SH99

DATE PREPARED: September 28, 2020

EFFECTIVE DATE: September 9, 2020 at 7:30 am

OWNER	LOT	BLK	ADDITION
WILKOS HENRY T JR & HELEN 14816 SABLE ST OKLAHOMA CITY, OK 73165			E1/2 N1/2 N1/2 NW NW (15-10N-2E)
DAVIS CASEY & TIFFANY 327 REBEL CIRCLE #187 SKY VALLEY, GA 30537			BEGINNING 328.75'S & 664'E NW/C NW/4 E666.4' S975' W1330.4' N328' E672' N649' POB LESS A TRACT BEGINNING 328.75'S NW/C NW/4 E1330.4' S324.1' W1330.4' N328' POB (15-10N-2E)
NICHOLAS JOHN E & LISA D 32209 HOMER LANE SHAWNEE, OK 74801			BEG 1,330.40'E NW/C NW E332.60' S657.50' W332.60 N657.50' TO POB (15-10N-2E)
DAVIS CASEY & TIFFANY 327 REBEL CIRCLE # 187 SKY VALLEY, GA 30537			BEGINNING 328.75' S NW/C NW/4 N89°87'04"E664' S0°38'43"E649' N89°52'52"W672' N0°3'40"E647' POB (15-10N-2E)
WADE JANET & JUAN CERDA JR 32001 HOMER LANE RD SHAWNEE, OK 74801			W1/2 N1/2 N1/2 NW NW (15-10N-2E)
MILLER CHAD & ANNA CANDELARIA 14901 PATTERSON RD SHAWNEE, OK 74801			SW SW SW LESS N/2 SW SW SW (10-10N-2E)



DATE: October 14th, 2020

FROM: Rebecca Blaine, Planning Director

RE: Case #P18-20: Rezone Request within 300' of your property

The applicant, **Henry Wilkos**, is requesting a rezoning from **A-1 (Rural Agricultural)** to **R-E (Residential Estates)** located at **32105 Homer Lane**, and is legally described as:

Beginning at the Northwest Section Corner S15 T10N R2E of I.M.
Five (5) acres more or less, East ½, North ½, North ½, Northwest ¼ Northwest ¼ of said
S15 T10N R2E of I.M. thence East 665.35' to point of beginning, thence South 330 feet,
thence East 665.35 feet, thence North 330 feet, thence West 665.35 feet to point of
beginning.

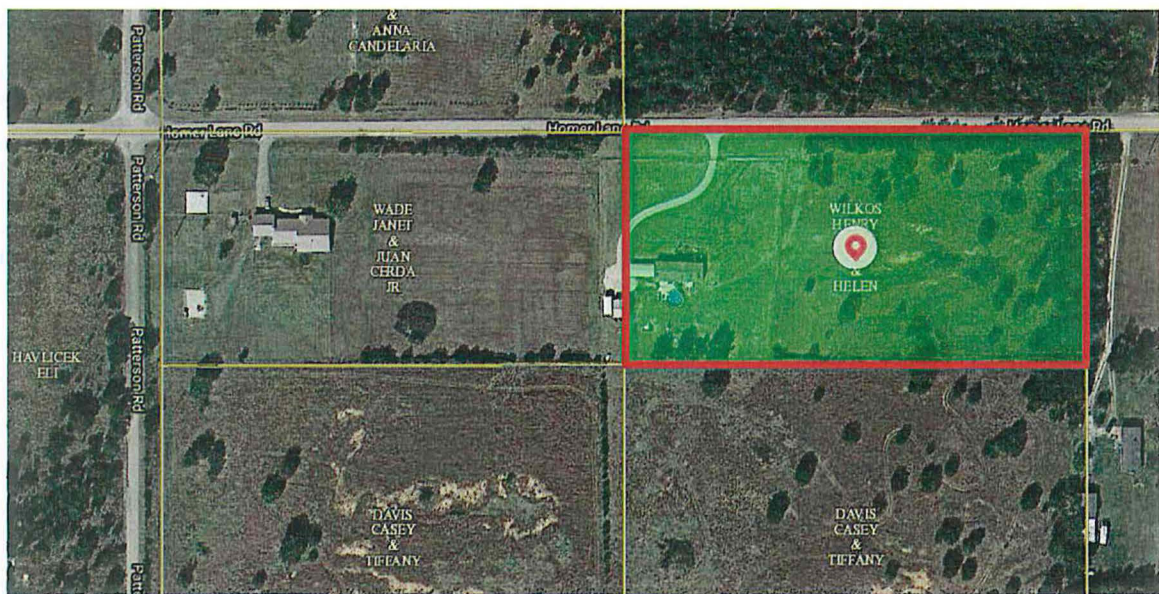
The purpose of the rezone request is to create three separate lots comprised of a one acre minimum each.

You are receiving this letter because your property is within three hundred (300) feet of the property where this request is being proposed.

The Planning Commission will consider this request on **Wednesday, November 4th, 2020 at 1:30 p.m.** at their regularly scheduled meeting (Commission Chambers, 16 W. 9th Street). If you have any comments or questions, please contact the City of Shawnee Community Development Department. Written comments may be submitted to the address below and should be submitted no later than three (3) business days before the public hearing.

The City Commission will consider this request on **Monday, November 16th, 2020 at 6:00 p.m.** at their regularly scheduled meeting (Commission Chambers, 16 W. 9th Street). If you have any comments or questions, please contact the City of Shawnee Community Development Department. Written comments may be submitted to the address below and should be submitted no later than three (3) business days before the public hearing.

A location map has been provided on the back side of this letter for your reference.



Regards,

Rebecca Blaine, AICP

Planning Director

222 N. Broadway Ave.

Shawnee, OK 74801

D: 405.878.1665

rebecca.blaine@shawnecok.org

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P18-20

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on a proposed rezoning of property located within the City of Shawnee.

The property requesting a rezone with conditional use permit is described as follows:

E2 N2 N2 NW4 15-10N-2E, POTTAWATOMIE COUNTY, OKLAHOMA

General Location Known As:	<u>32105 Homer Lane</u>
Current Zoning Classification:	<u>A-1 (Rural Agricultural District)</u>
Requested Zoning Classification:	<u>R E (Residential Estates District)</u>
Proposed Use of Property	<u>Single residential 1+ acre lots</u>
Applicant:	<u>Henry & Helen Wilkos</u>

The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

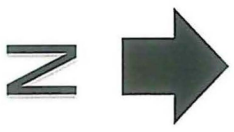
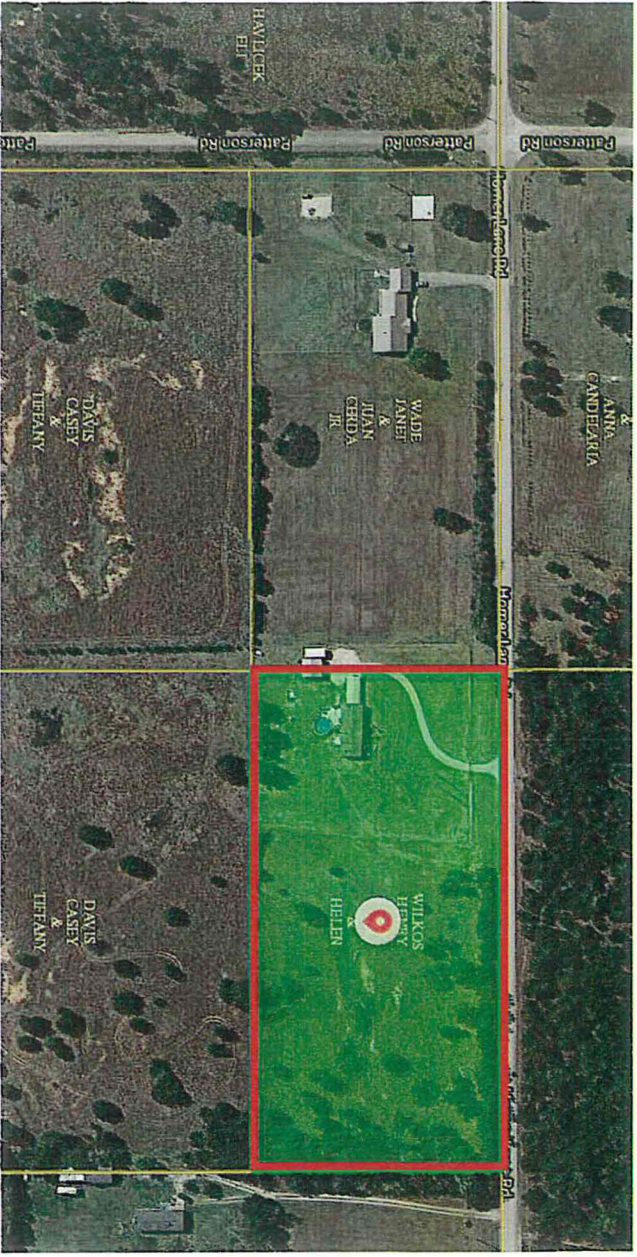
The public hearing will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

November 4 th , 2020	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
November 16 th , 2020	AT 6:00 P.M.:	CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone with conditional use permit. The Commission reserves the right to limit discussion and debate on the proposed rezone with conditional use permit in the public hearing, in which event those persons appearing in support or opposition of the proposed rezone with conditional use permit will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 405-878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Secretary's office at 222 N. Broadway.

Witness my hand this 12th day of October 2020.

Rebecca Blaine, Planning Director



Regular Board of Commissioners

12. a.

Meeting Date: 11/16/2020

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 001 General Fund – To adjust for utilization of increased sales tax collections and federal reimbursement for several projects including increased demolition, a scanning solution, software upgrades, funding for the Heart of Oklahoma Exposition Center upkeep, and street sweeper.

Attachments

Fund 001

City of Shawnee
2020-2021 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			SALES TAX	11,112,637.42	505,119.88	11,617,757.30
	001			FEDERAL GRANT REVENUE	263,000.00	2,103,523.80	2,366,523.80
	001			STATE GRANT REVENUE	55,000.00	(22,000.00)	33,000.00
	001			INSURANCE RECOVERY		12,577.94	12,577.94
	001			SALE OF SURPLUS PROPERTY		343.43	343.43
	001			TRNS FROM POLICE TAX FUND	347,617.13	15,437.73	363,054.86
	001			TRANSF FROM FIRE TAX FUND	347,617.13	15,437.73	363,054.86
	001			ACADEMY TUITION	-	13,625.00	13,625.00
			Total		12,125,871.68	2,630,440.52	14,756,312.20

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0110-51130			HEALTH INSURANCE	9,822.96	7,377.04	17,200.00
001	5-0110-53390			OTHER CONTRACTUAL SERVCS.	63,380.00	75,000.00	138,380.00
001	5-0110-53530			ADVERTISING AND PUBLIC NOTICE		7,260.50	7,260.50
001	5-0210-51020			OVERTIME	700.00	1,000.00	1,700.00
001	5-0210-53110			AUDITING SERVICES	75,030.00	11,750.00	86,780.00
001	5-0210-53500			SOFTWARE PURCHASES		58,000.00	58,000.00
001	5-0210-53510			SOFTWARE SUPPORT CNTRCTS.	42,075.61	41,000.00	83,075.61
001	5-0230-51020			OVERTIME		3,500.00	3,500.00
001	5-0230-51500			OTHER BENEFITS	1,440.00	2,680.00	4,120.00
001	5-0230-53500			SOFTWARE PURCHASES	1,000.00	7,000.00	8,000.00
001	5-0320-51030			PART TIME SALARIES		40,000.00	40,000.00
001	5-0320-51070			CONTRACTED SALARIES	40,000.00	(40,000.00)	-
001	5-0330-53390			OTHER CONTRACTUAL SERVCS.	8,000.00	50,000.00	58,000.00
001	5-0410-53400			TRAINING CONFERENCES	4,000.00	500.00	4,500.00
001	5-0510-53190			OTHER PROFESSIONAL SERVICES	27,000.00	50,000.00	77,000.00
001	5-0510-53350			OTHER CONTRACTUAL SERVCS.	105,000.00	145,000.00	250,000.00
001	5-0610-53040			REPAIR & MAINT.-VEHICLES	200.00	1,000.00	1,200.00
001	5-0620-52050			UNIFORMS AND CLOTHING	9,100.00	600.00	9,700.00
001	5-0620-53810			TRAINING ACADEMY EXPENSES		25,000.00	25,000.00
001	5-0630-53040			REPAIR & MAINT.-VEHICLES	2,000.00	1,600.00	3,600.00
001	5-0640-51010			REGULAR SALARIES	80,011.46	26,359.74	106,371.20
001	5-0640-51110			FICA	5,232.81	890.30	6,123.11
001	5-0640-51120			MEDICARE	1,223.80	208.22	1,432.02
001	5-0640-51150			OMRF RETIREMENT	2,425.54	790.80	3,216.34
001	5-0740-52240			EQUIP. PARTS & SUPPLIES	500.00	500.00	1,000.00
001	5-0810-51030			PART TIME SALARIES		15,900.00	15,900.00
001	5-0810-51110			FICA	10,370.87	999.13	11,370.00
001	5-0810-51120			MEDICARE	2,425.45	374.55	2,800.00
001	5-0920-52240			EQUIPMENT PARTS & SUPPLIES	5,000.00	2,000.00	7,000.00
001	5-0930-52500			OTHER MATERIALS&SUPPLIES	5,500.00	14,500.00	20,000.00
001	5-0940-51070			CONTRACTED SALARIES		72,000.00	72,000.00
001	5-0940-53030			REPAIR & MAINT. - EQUIP.	2,500.00	6,500.00	9,000.00
001	5-0950-52150			CHEMICALS	1,500.00	1,500.00	3,000.00
001	5-5030-56180			TRANSFER TO STREET IMPRV FD		300,000.00	300,000.00
001	5-5030-56260			TRANSFER TO SAA	62,460.00	100,000.00	162,460.00
					505,438.50	1,030,790.28	1,136,228.78

Approved by the City Commission this

Explanation of Budget Amendment:

Utilizes increased sales tax collections and federal reimbursement for several projects including increased demolition, a scanning solution, software upgrades, funding for Expo upkeep, and a street sweeper.

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

Regular Board of Commissioners

12. b.

Meeting Date: 11/16/2020

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 104 Economic Development Fund – To adjust for an increase in sales tax collections.

Attachments

Fund 104

Estimated Revenue, Fund Balance, or Transfers IN

Appropriations

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

Regular Board of Commissioners

12. c.

Meeting Date: 11/16/2020

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 105 Spay and Neuter Fund – To adjust for an increase in spay and neuter needs and refunds.

Attachments

Fund 105

City of Shawnee
2020-2021 Budget Amendment
Spay/Neuter 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
			Total		-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
105	5-0640-53660			Spay/Neuter Exp/Refunds	2,500.00	5,000.00	7,500.00
					2,500.00	5,000.00	7,500.00

Approved by the City Commission this

Explanation of Budget Amendment:
To adjust for an increase in spay and neuter needs and refunds.

Approved:

Mayor

Attest:

City Clerk

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

Regular Board of Commissioners

12. d.

Meeting Date: 11/16/2020

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 106 Hotel/Motel Surcharge Fund – To adjust expenditures to allow for more advertising and printing.

Attachments

Fund 106

City of Shawnee
2020-2021 Budget Amendment
Hotel/Motel Surcharge 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
Total					-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
106	5-0140-52010			OFFICE & COMPUTER SUPPLIES	1,000.00	1,000.00	2,000.00
106	5-0140-53290			POSTAGE & SHIPPING	5,000.00	(2,000.00)	3,000.00
106	5-0140-53390			OTHER CONTRACTUAL SERV	50,000.00	(16,000.00)	34,000.00
106	5-0140-53400			TRAINING CONFERENCES	8,000.00	(6,500.00)	1,500.00
106	5-0140-53470			MEMBERSHIP & DUES	5,000.00	(2,230.00)	2,770.00
106	5-0140-53510			SOFTWARE SUPPORT CNTRCTS	12,650.00	(8,650.00)	4,000.00
106	5-0140-53530			ADVERTISING	39,000.00	27,718.00	66,718.00
106	5-0140-53540			PRINTING	500.00	15,500.00	16,000.00
106	5-0140-53540			MISC. OTHER SERV & CHARGES	10,000.00	(6,750.00)	3,250.00
					131,150.00	2,088.00	133,238.00

Approved by the City Commission this

Explanation of Budget Amendment:
Adjusting expenditures to allow for more advertising
and printing.

Approved:

Mayor

Attest:

City Clerk

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

Regular Board of Commissioners

12. e.

Meeting Date: 11/16/2020

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 108 Fire Sales Tax Fund – To adjust for increased sales tax collections.

Attachments

Fund 108

City of Shawnee
2020-2021 Budget Amendment
Fire Sales Tax 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
108	40010			SALES TAX	347,269.87	15,784.99	363,054.86
Total					347,269.87	15,784.99	363,054.86

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
108	5-5030-56010			TRANSFER TO GENERAL FUND	347,617.14	15,437.72	363,054.86
					347,617.14	15,437.72	363,054.86

Approved by the City Commission this

Explanation of Budget Amendment:
To adjust for increased sales tax collections

Approved:

Mayor _____
Attest: _____

City Clerk _____

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

Regular Board of Commissioners

12. f.

Meeting Date: 11/16/2020

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 706 Gifts and Donations Fund – To budget donations received and increase amount available for use by the animal shelter.

Attachments

Fund 706

City of Shawnee
2020-2021 Budget Amendment
Gifts and Donations

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			Donations	-	12,515.00	12,515.00
	706			Donations- Senior Center	-	423.00	423.00
	706			Donations- Animal Shelter	-	332.94	332.94
	706			Bingo Donations	-	261.03	261.03
Total					-	13,531.97	13,531.97

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
	706	5-2048-52500		Animal Shelter-Expenditures	-	5,000.00	5,000.00
					-	5,000.00	5,000.00

Approved by the City Commission this

Explanation of Budget Amendment:
 To budget donations received and increase amount available for use by the animal shelter.

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

Regular Board of Commissioners

13.

Meeting Date: 11/16/2020

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 Report.

Attachments

Sales Tax Report

Budget Report



Date: November 16, 2020
To: Honorable Mayor and City Commissioners
From: Ashley Neel, CPA, Finance Director and City Treasurer
Subject: November 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 November consist of October estimates and September final reported collections. Any taxes collected for months prior to September will include accrued late penalties and interest.

Sales Tax Collection Allocated by Fund:

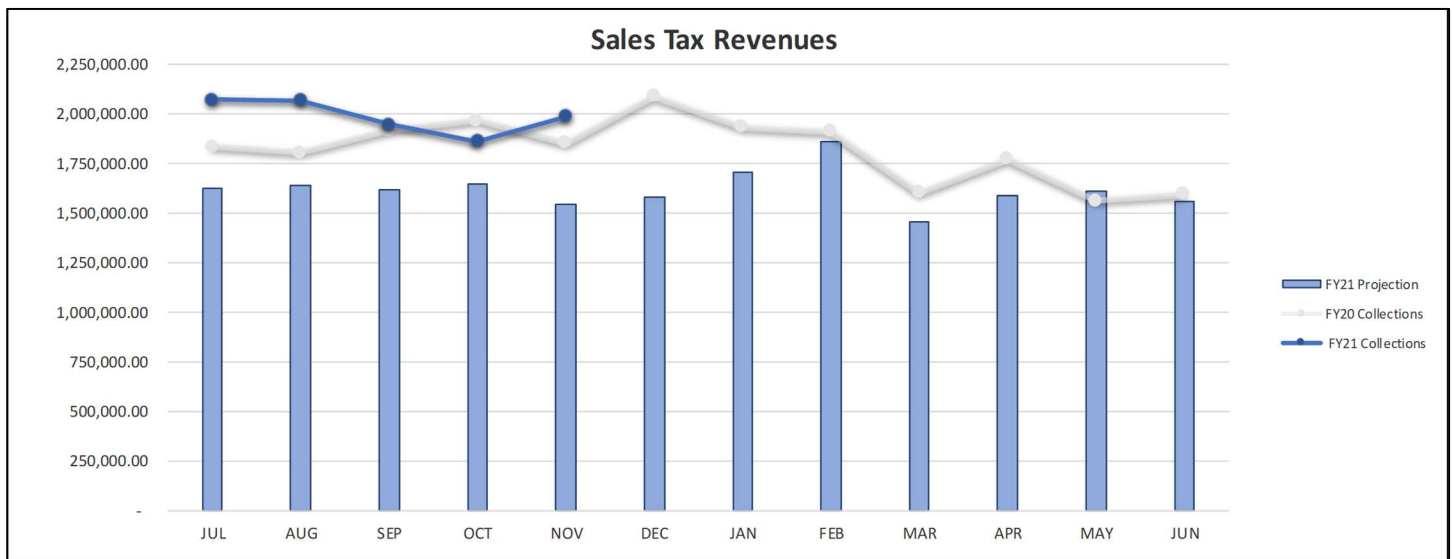
The November sales tax deposit was \$1,989,397.80, including interest of \$1,623.53, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,136,798.76
2018 Capital Improvements Fund	284,199.69
Capital Improvements Fund	220,254.76
Street Improvements Fund	248,674.72
Economic Development Fund	28,419.97
Police Sales Tax Fund	35,524.95
Fire Sales Tax Fund	35,524.95
Total Sales Taxes Collected	<u>\$ 1,989,397.80</u>

Finance Department Report:

Sales and use tax collections totaled \$2,170,509.47 for November 2020. It should be noted the sales tax estimate for FY 20-21 was based on a 12.5% reduction compared to the prior year budget. For the year, sales tax collections are up \$1,854,903 or 22.93%, over the projected budget year-to-date. Use tax collections are down approximately \$2,005, or .20%, under the projected budget year-to-date.

Fiscal Year 2021 Sales Tax Collections and Performance:

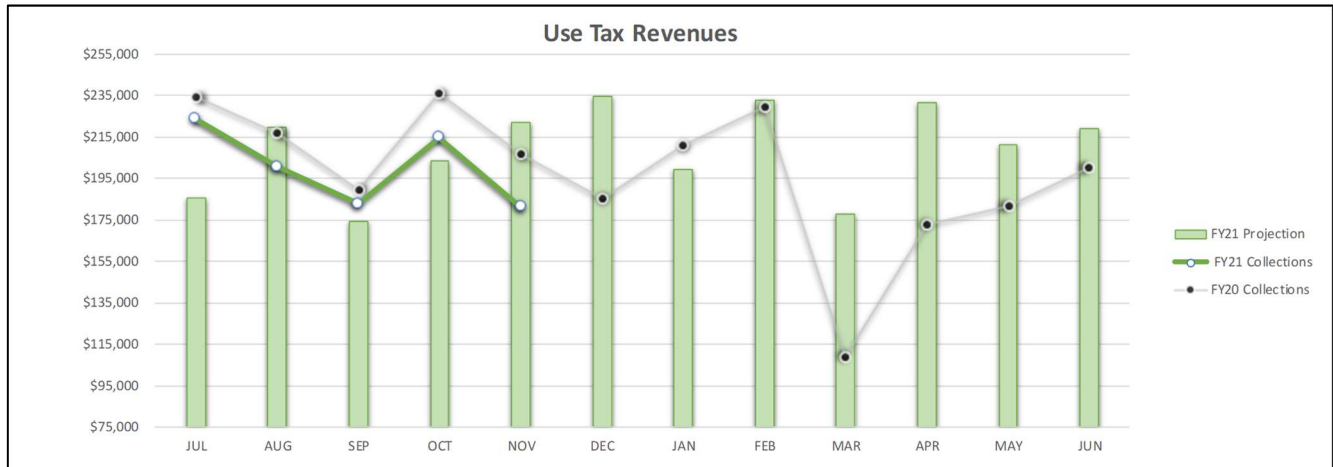


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts (November 2020):	\$ 1,548,791	\$ 1,989,398	\$ 440,607	28.45%
Sales Tax Receipts (year-to-date):	\$ 8,089,270	\$ 9,944,173	\$ 1,854,903	22.93%

	November 2020	November 2019	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 1,989,398	\$ 1,854,261	\$ 135,137	7.29%

	Year To Date FY 2021	Year To Date FY 2020	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 9,944,173	\$ 9,377,336	\$ 566,837	6.04%

Fiscal Year 2021 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (November 2020):	\$ 221,733	\$ 181,112	\$ (40,621)	-18.32%
Use Tax Receipts (year-to-date):	\$ 1,005,084	\$ 1,003,079	\$ (2,005)	-0.20%

	November 2020	November 2019	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 181,112	\$ 206,514	\$ (25,403)	-12.30%

	Year To Date FY 2021	Year To Date FY 2020	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 1,003,079	\$ 1,083,115	\$ (80,036)	-7.39%



November 12, 2020

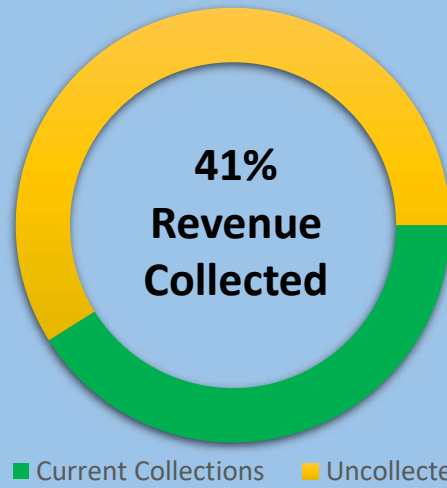
Prepared by Shawnee Finance Department

October 2020 Budget Report

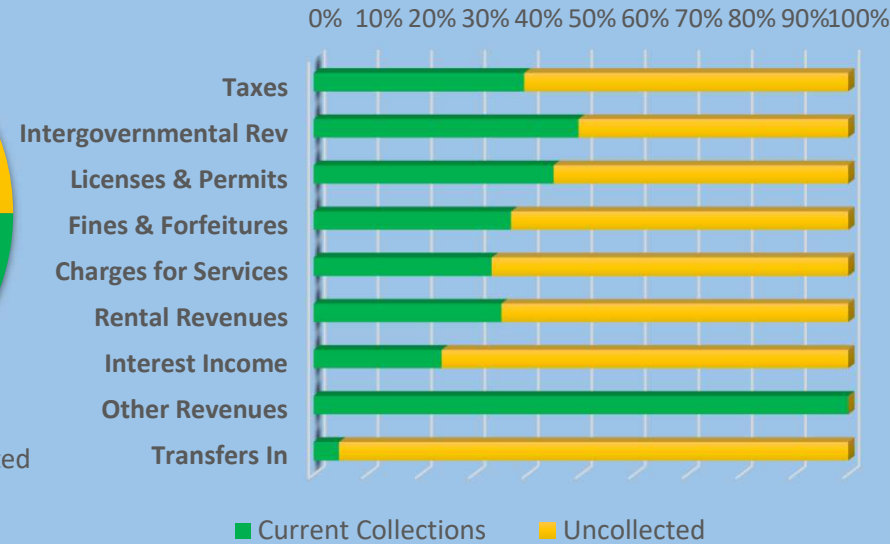
General Fund

Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	9,556,481.68
Expenditures:	7,547,810.51
Difference	2,008,671.17

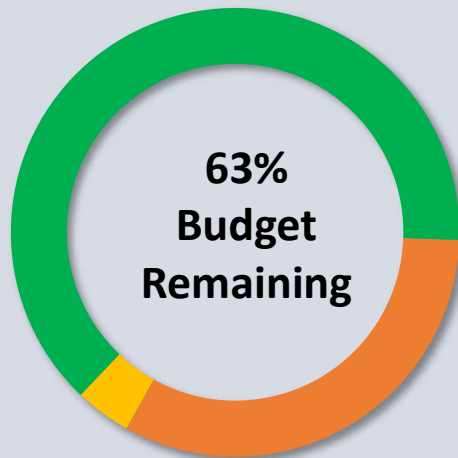
Revenues:



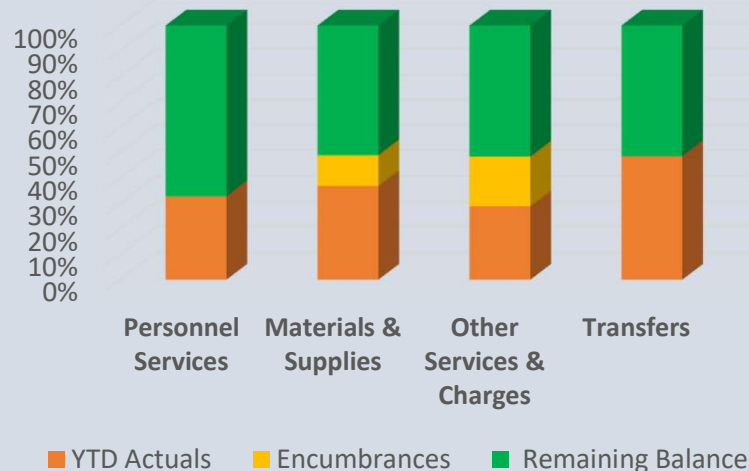
Revenue by Source



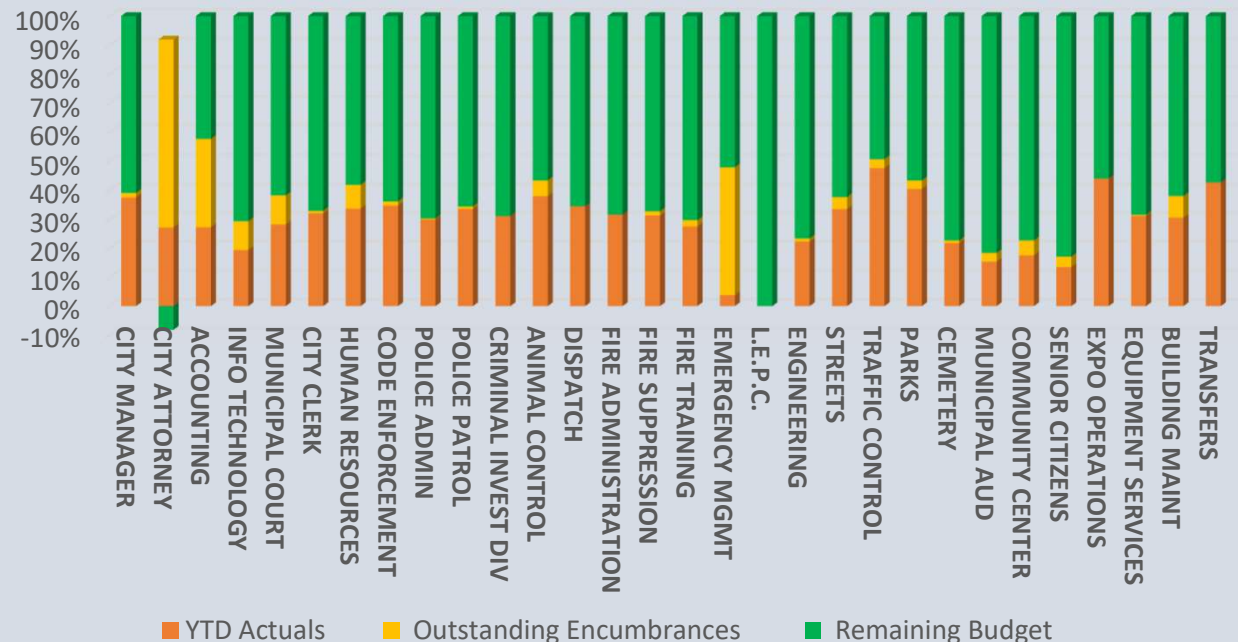
Expenditures:



Breakdown by Account Group



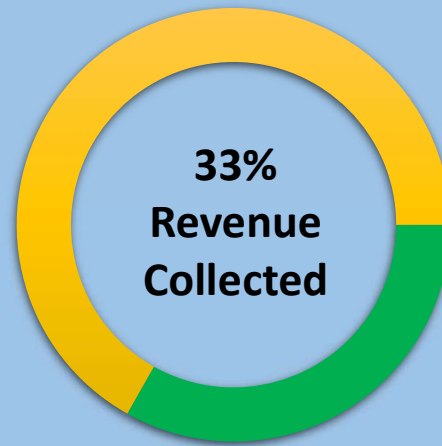
Breakdown by Department



Street & Alley Fund

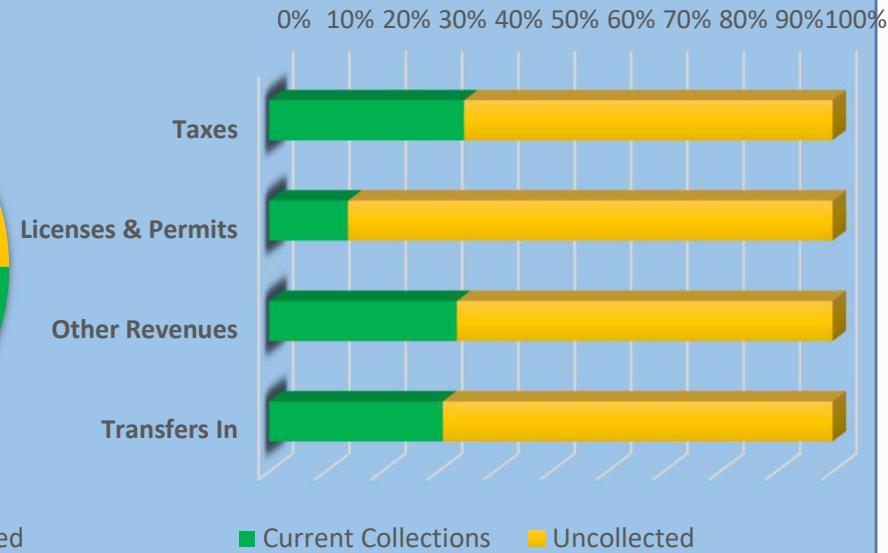
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	147,520.07
Expenditures:	141,682.42
Difference	5,837.65

Revenues:

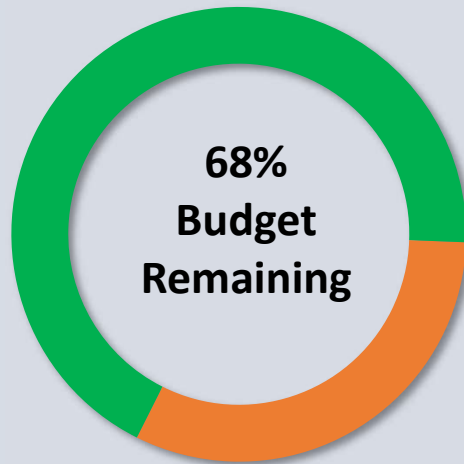


■ Current Collections ■ Uncollected

Revenue by Source

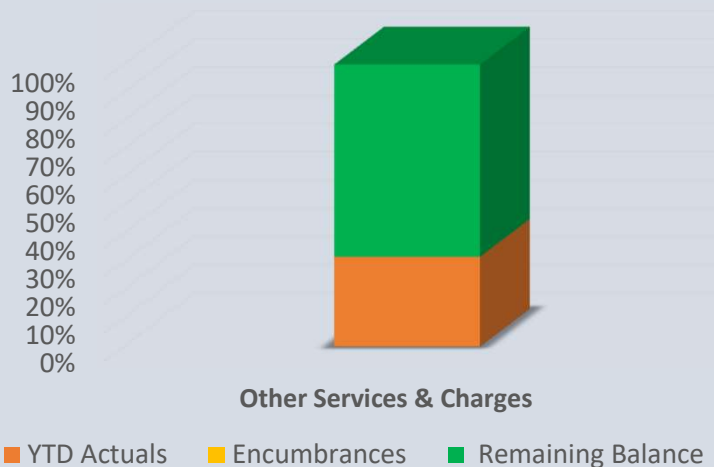


Expenditures:

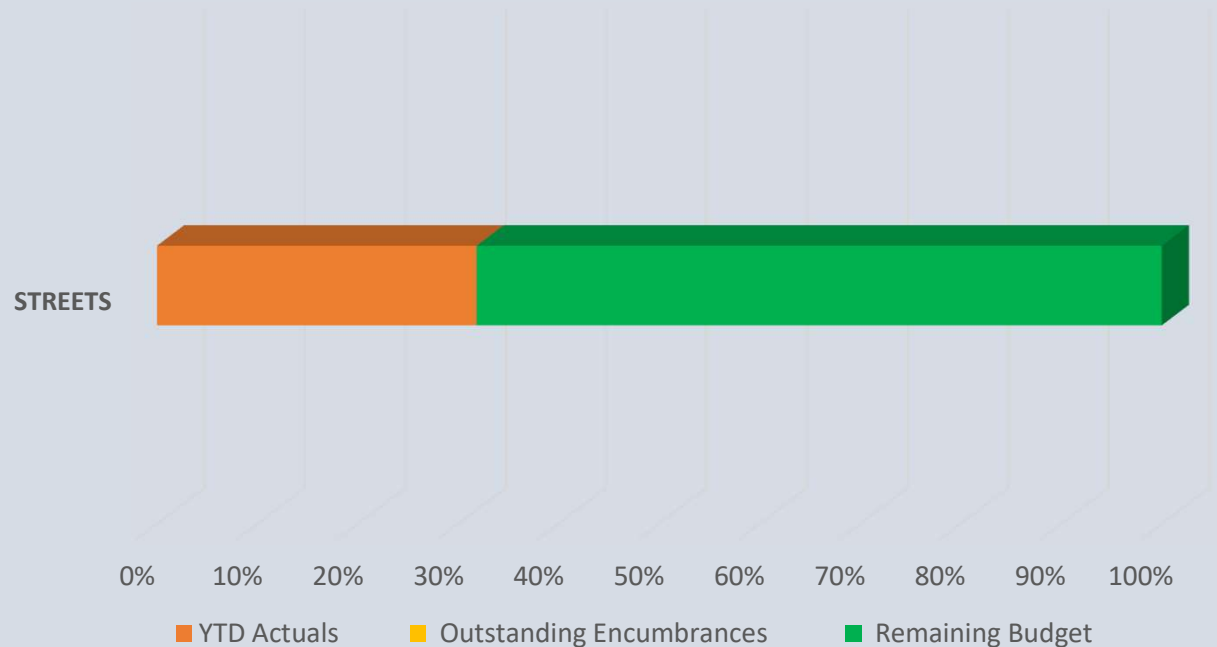


■ YTD Actuals ■ Encumbrances ■ Remaining Budget

Breakdown by Account Group



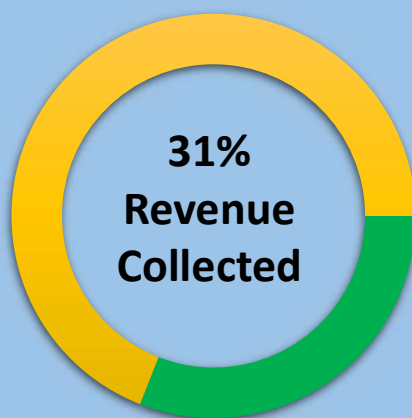
Breakdown by Department



E-911 Fund

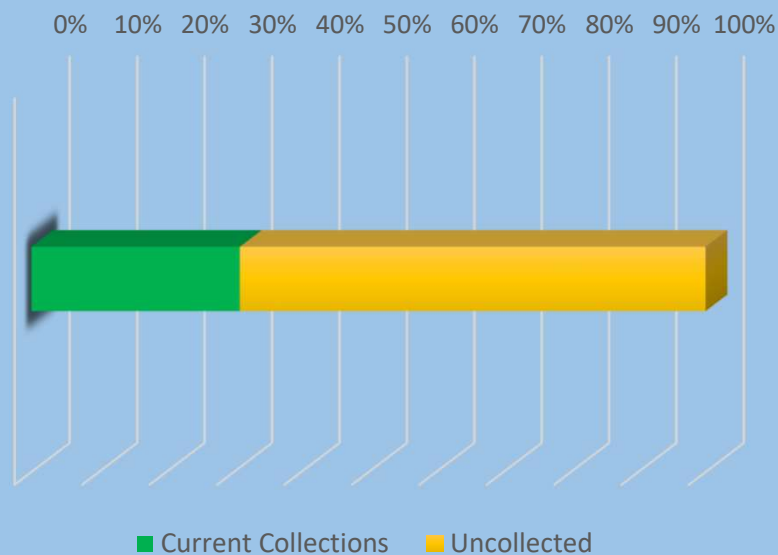
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	94,295.30
Expenditures:	64,467.38
Difference	29,827.92

Revenues:

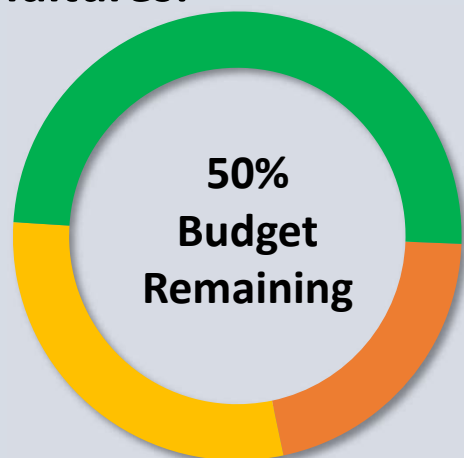


■ Current Collections ■ Uncollected

Revenue by Source

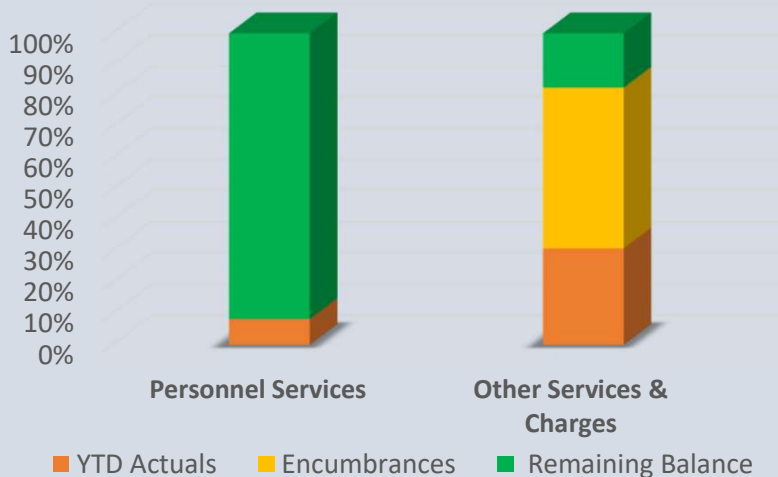


Expenditures:

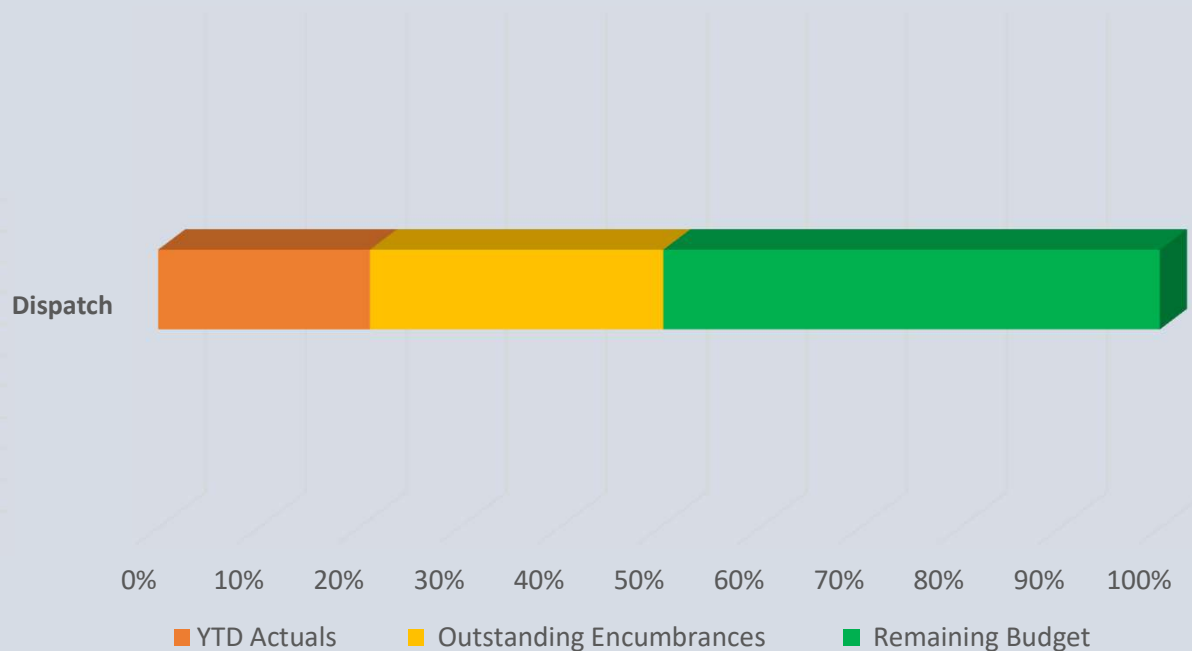


■ YTD Actuals ■ Encumbrances ■ Remaining Budget

Breakdown by Account Group



Breakdown by Department



Revolving Oil & Gas Fund

Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	0.00
Expenditures:	0.00
Difference	0.00

Expenditures:



YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



YTD Actuals Encumbrances Remaining Balance

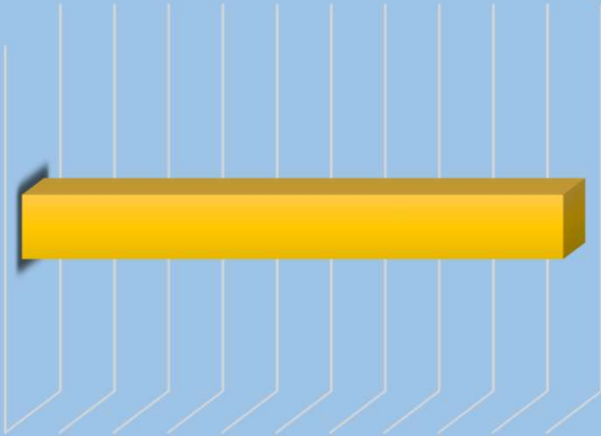
Revenues:



Current Collections Uncollected

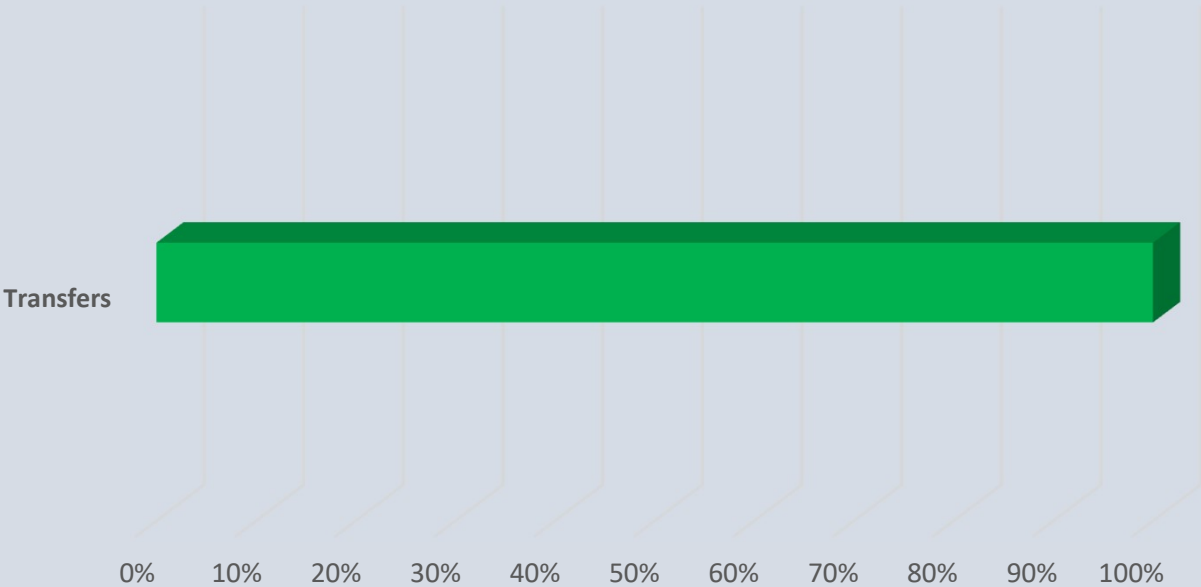
Revenue by Source

0% 10% 20% 30% 40% 50% 60% 70% 80% 90%100%



Current Collections Uncollected

Breakdown by Department

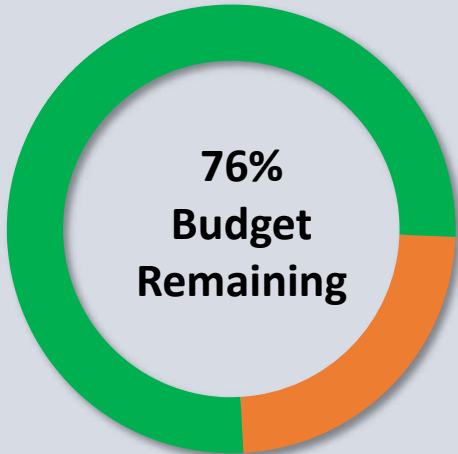


YTD Actuals Outstanding Encumbrances Remaining Budget

Economic Development Fund

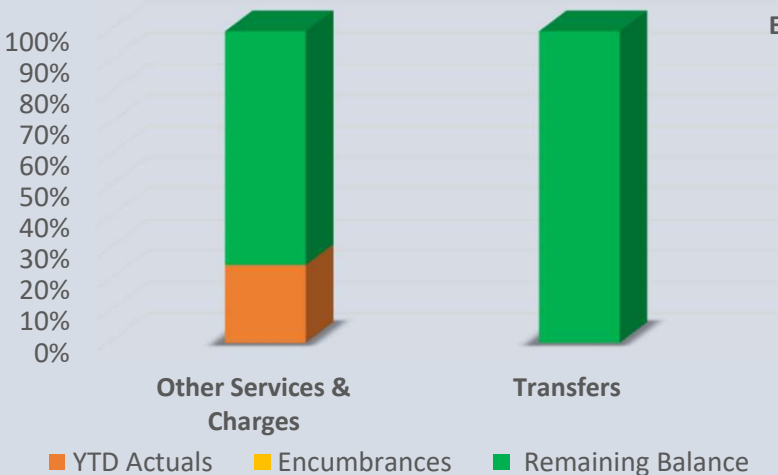
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	113,639.67
Expenditures:	64,349.10
Difference	49,290.57

Expenditures:

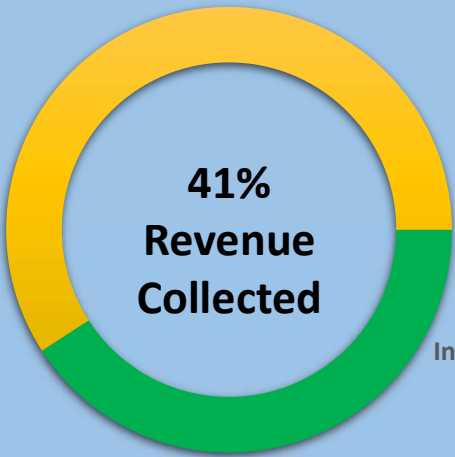


YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group

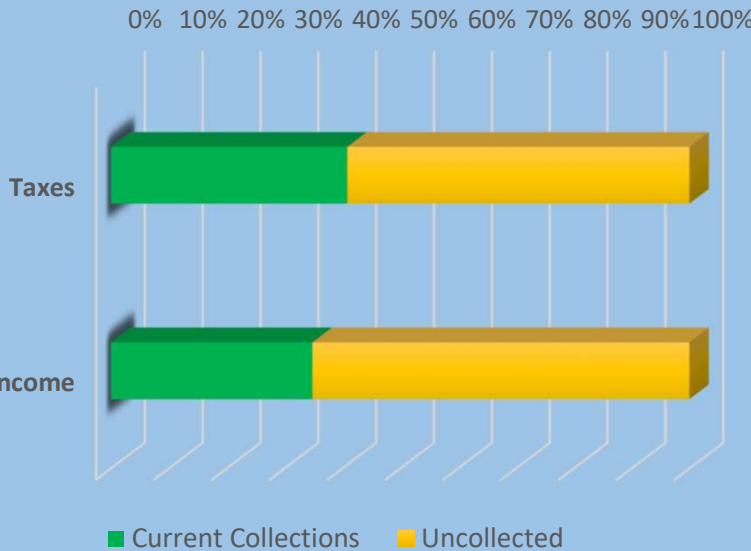


Revenues:

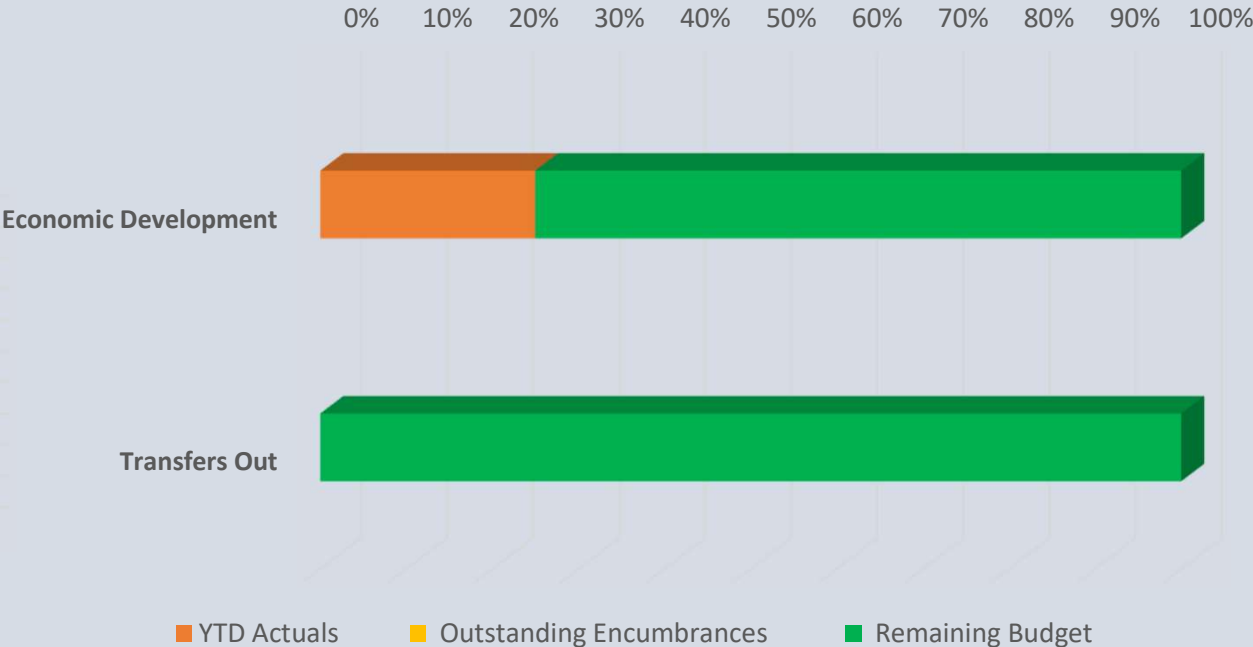


Current Collections Uncollected

Revenue by Source



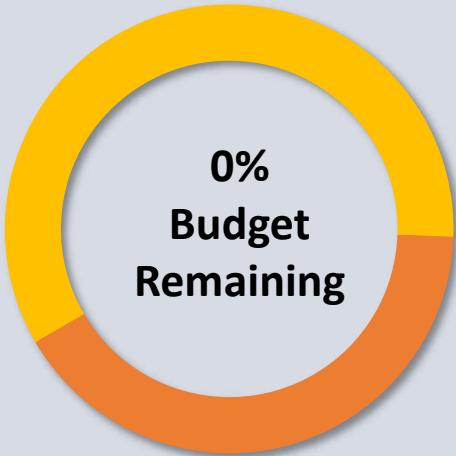
Breakdown by Department



Spay/Neuter Fund

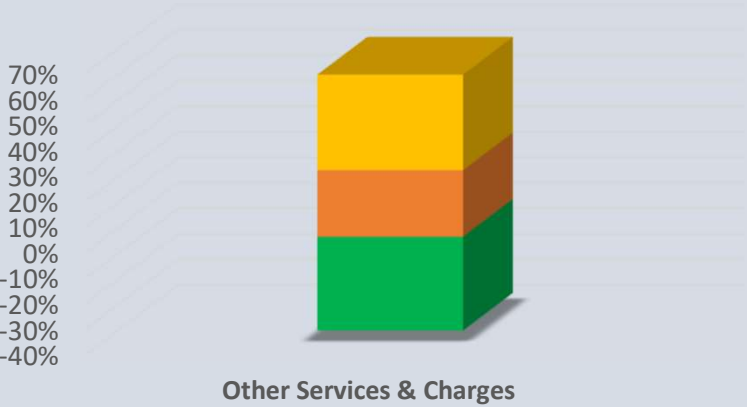
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	1,210.00
Expenditures:	2,432.00
Difference	(1,222.00)

Expenditures:



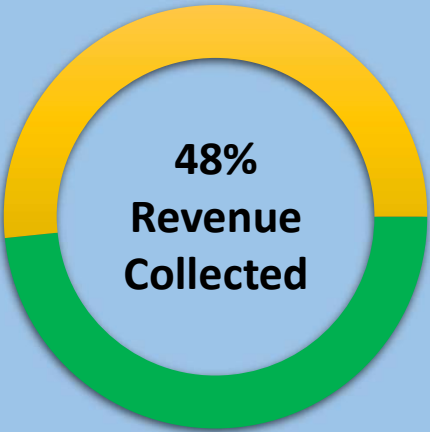
YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



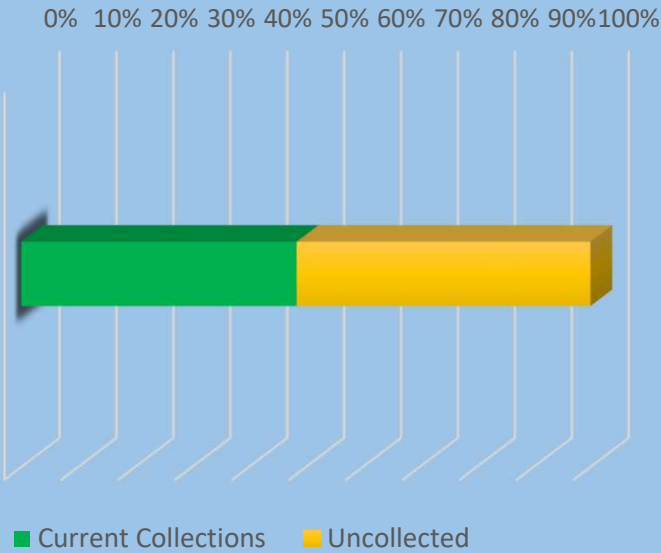
YTD Actuals Encumbrances Remaining Balance

Revenues:



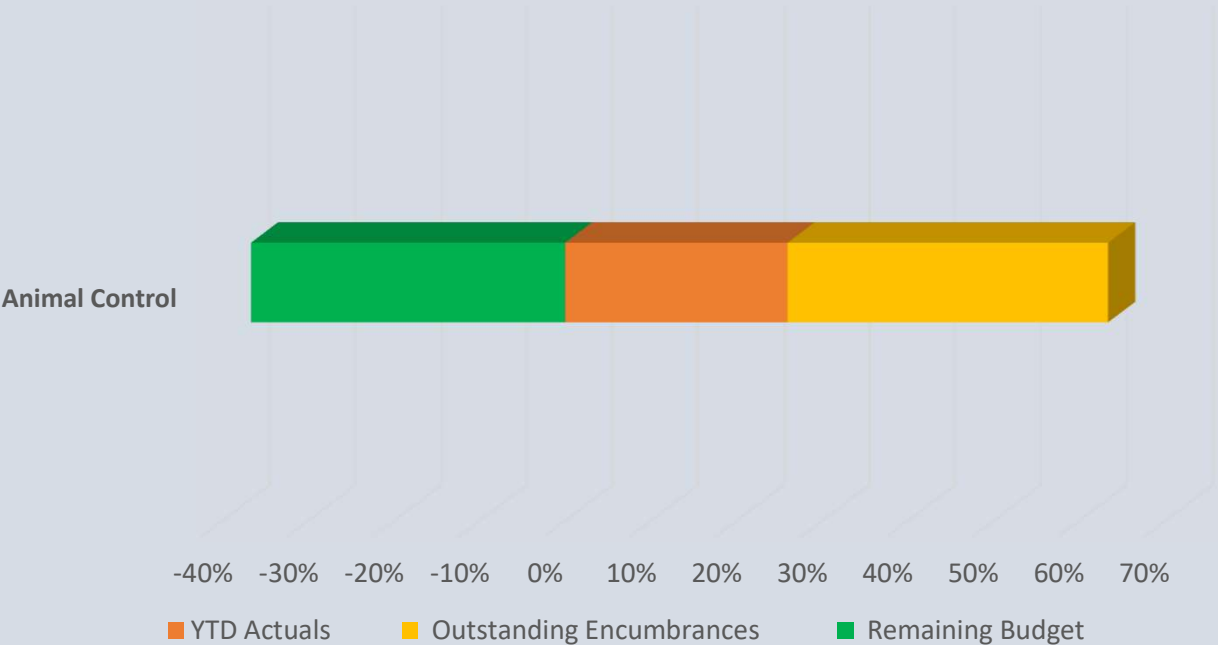
Current Collections Uncollected

Revenue by Source



Current Collections Uncollected

Breakdown by Department

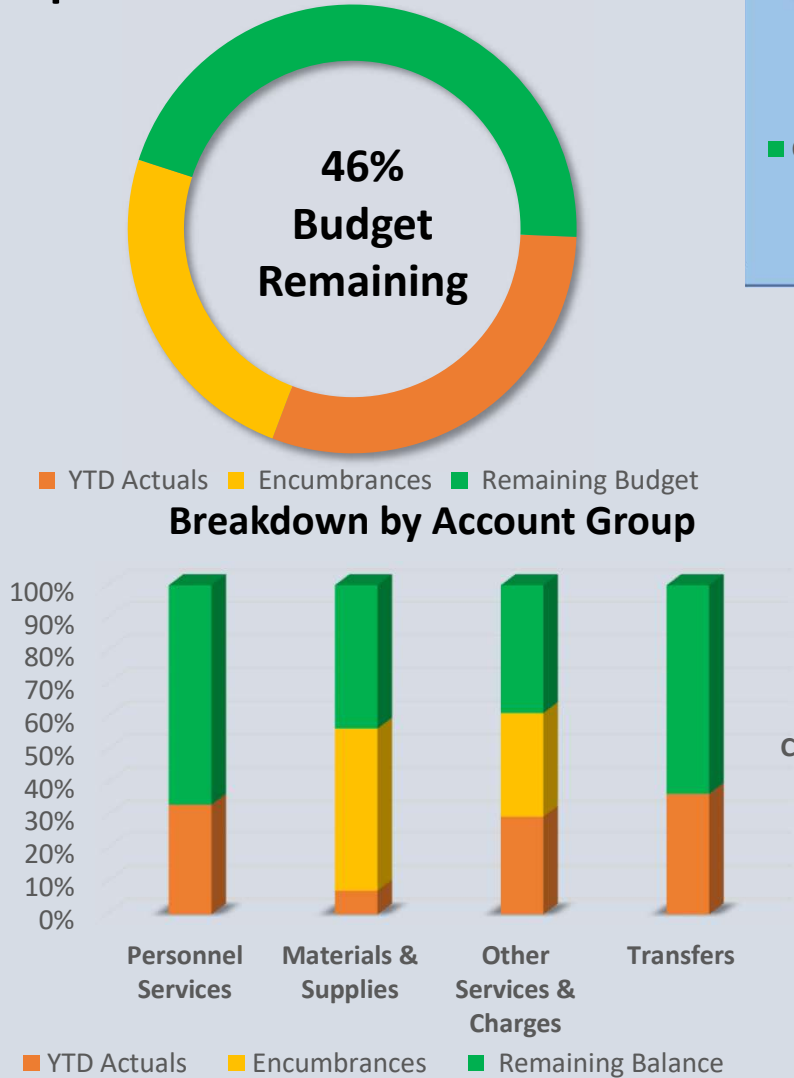


YTD Actuals Outstanding Encumbrances Remaining Budget

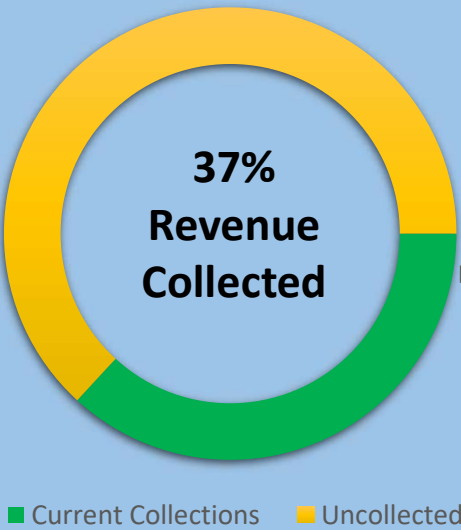
Hotel/Motel Surcharge Fund

Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	158,280.46
Expenditures:	130,020.06
Difference	28,260.40

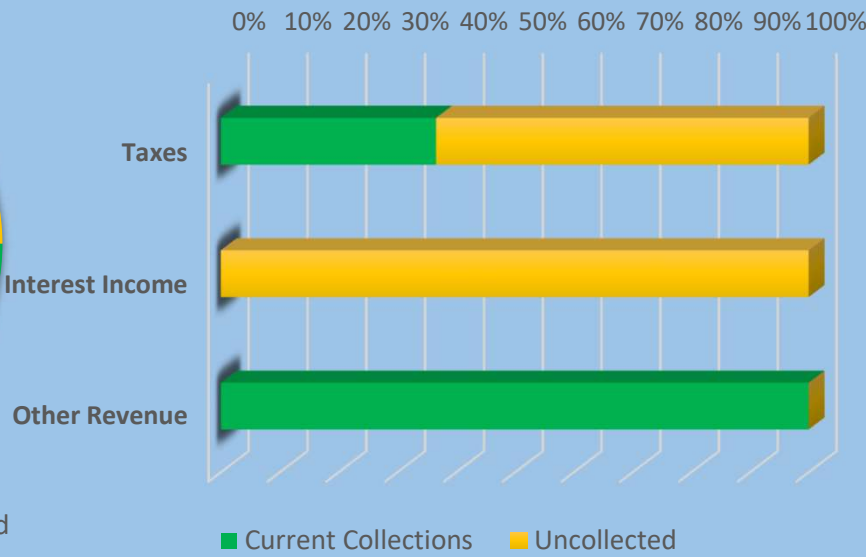
Expenditures:



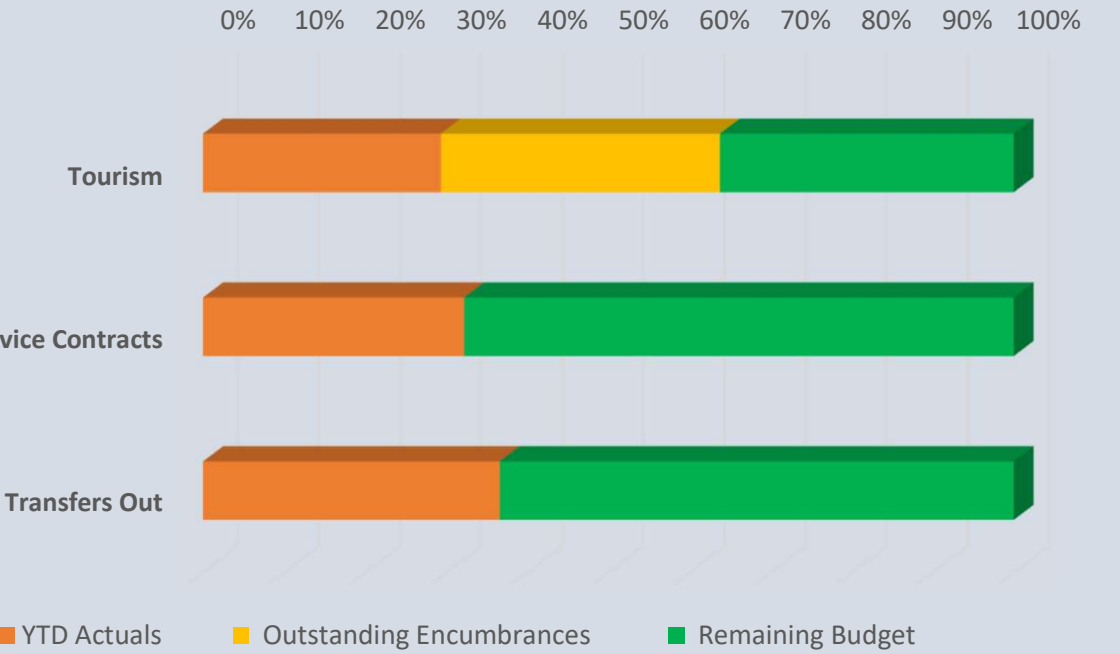
Revenues:



Revenue by Source



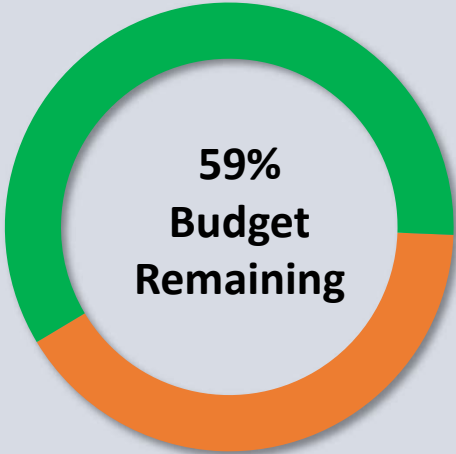
Breakdown by Department



Police Sales Tax Fund

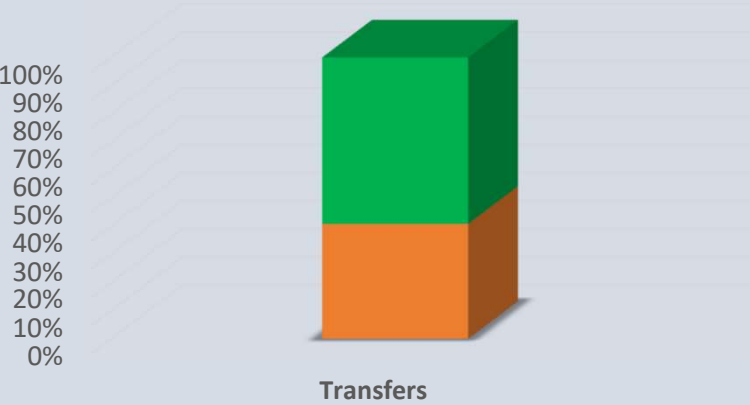
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	142,049.53
Expenditures:	142,049.53
Difference	0.00

Expenditures:



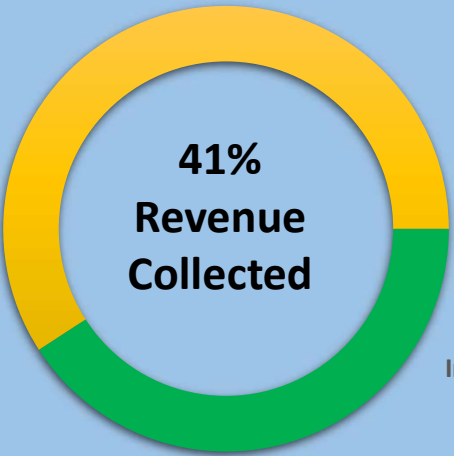
YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



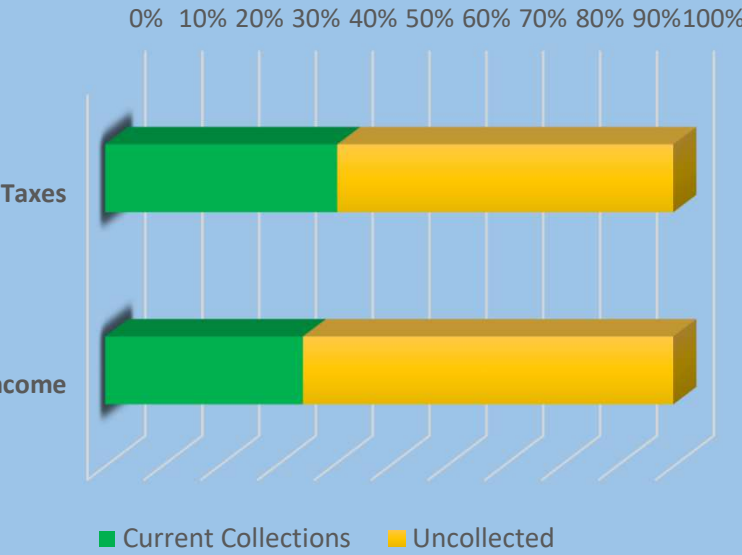
YTD Actuals Encumbrances Remaining Balance

Revenues:

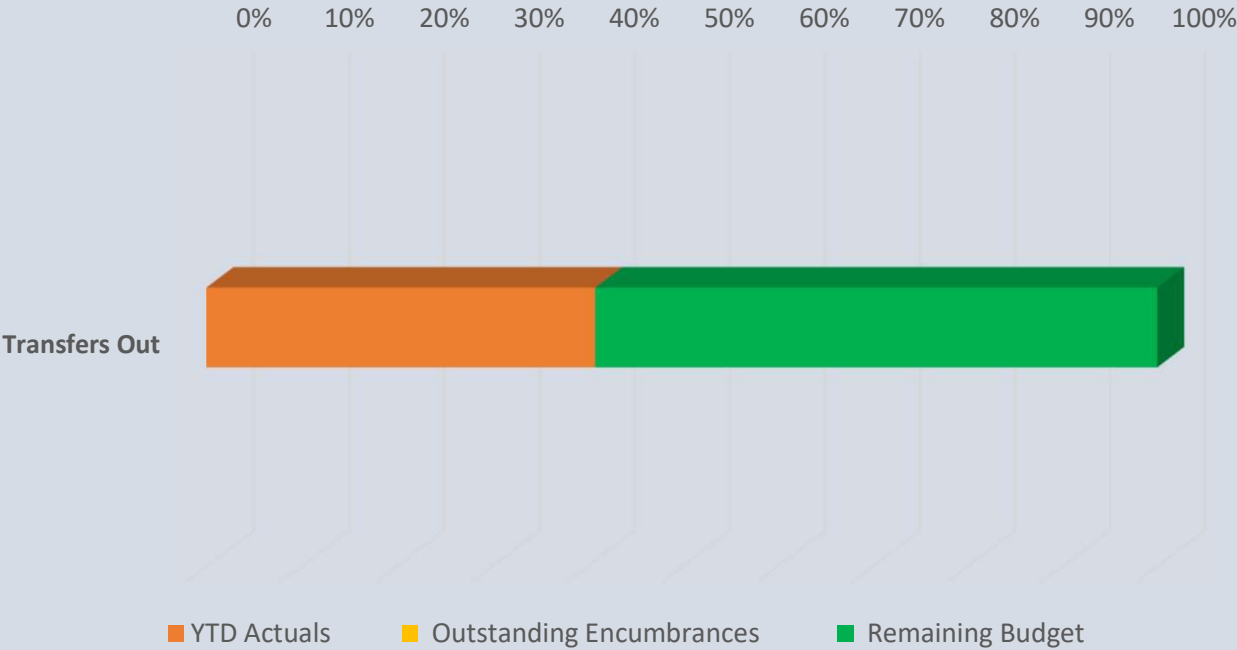


Current Collections Uncollected

Revenue by Source



Breakdown by Department

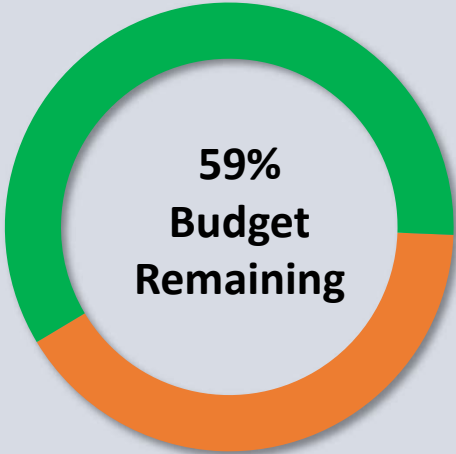


YTD Actuals Outstanding Encumbrances Remaining Budget

Fire Sales Tax Fund

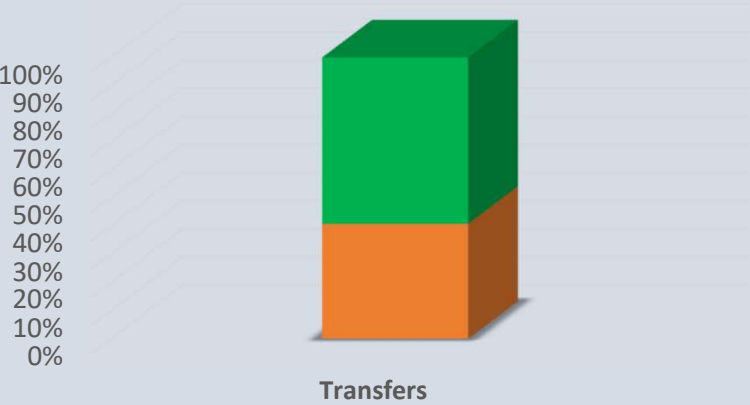
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	142,049.53
Expenditures:	142,049.53
Difference	0.00

Expenditures:



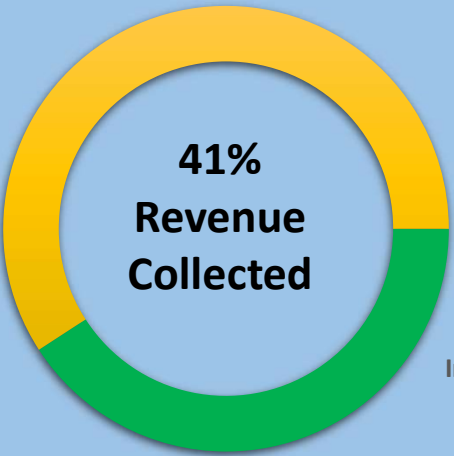
YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



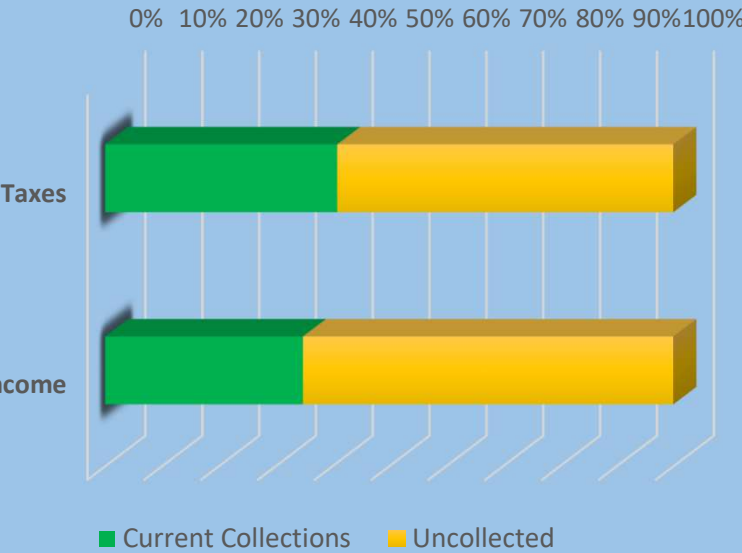
YTD Actuals Encumbrances Remaining Balance

Revenues:

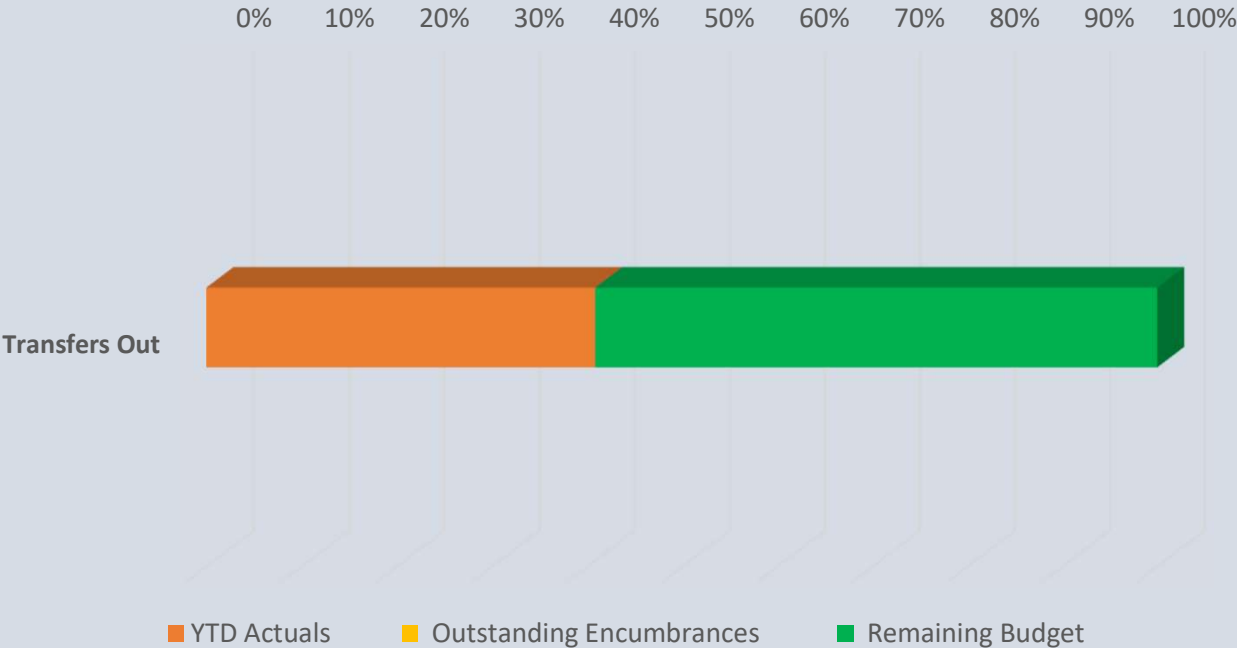


Current Collections Uncollected

Revenue by Source



Breakdown by Department



YTD Actuals Outstanding Encumbrances Remaining Budget

Tax Increment Finance Fund

Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	21,130.50
Expenditures:	0.00
Difference	21,130.50

Expenditures:



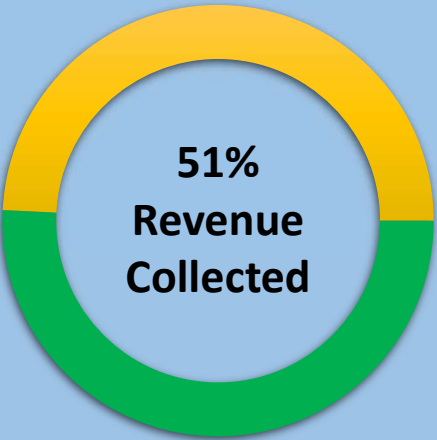
YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



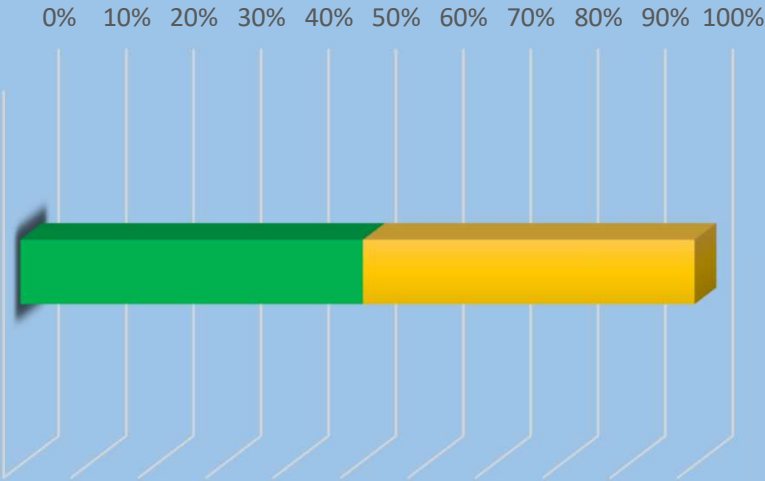
YTD Actuals Encumbrances Remaining Balance

Revenues:



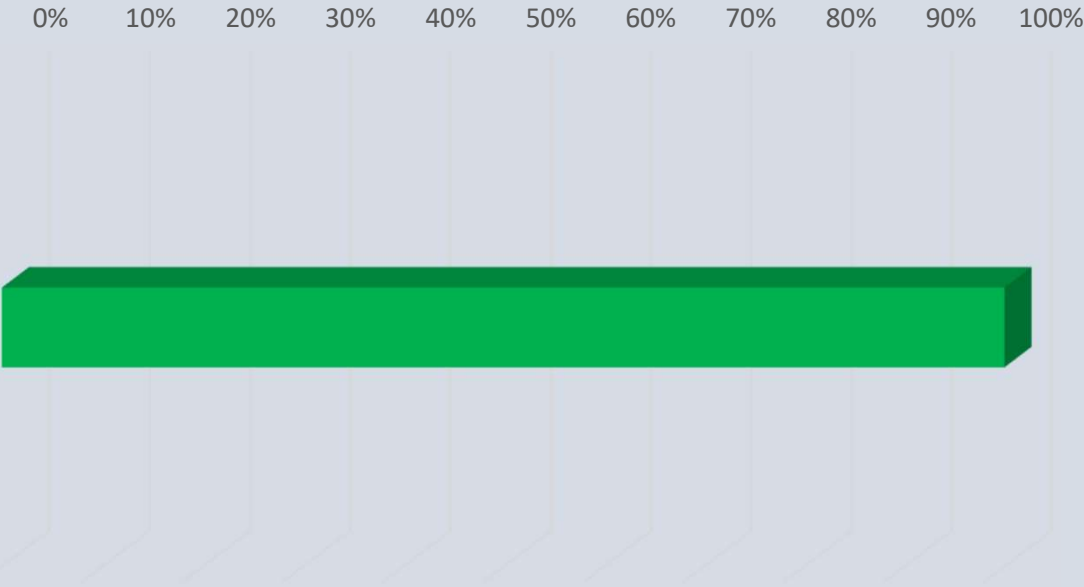
Current Collections Uncollected

Revenue by Source



Current Collections Uncollected

Breakdown by Department

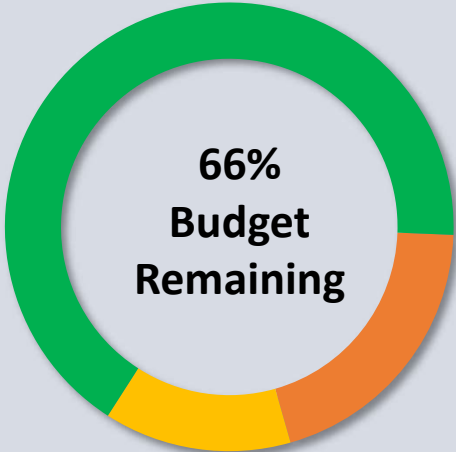


YTD Actuals Outstanding Encumbrances Remaining Budget

Drug Forfeiture Fund

Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	0.13
Expenditures:	2,404.05
Difference	(2,403.92)

Expenditures:



YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



Materials & Supplies

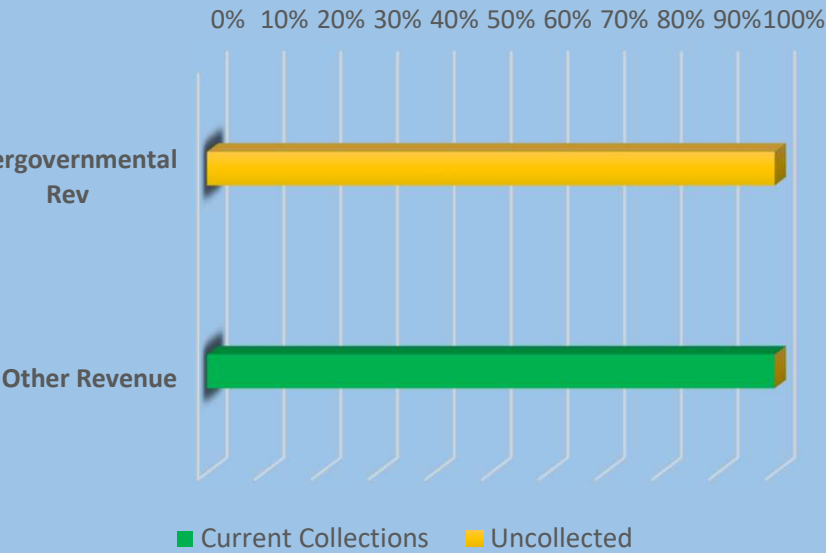
YTD Actuals Encumbrances Remaining Balance

Revenues:



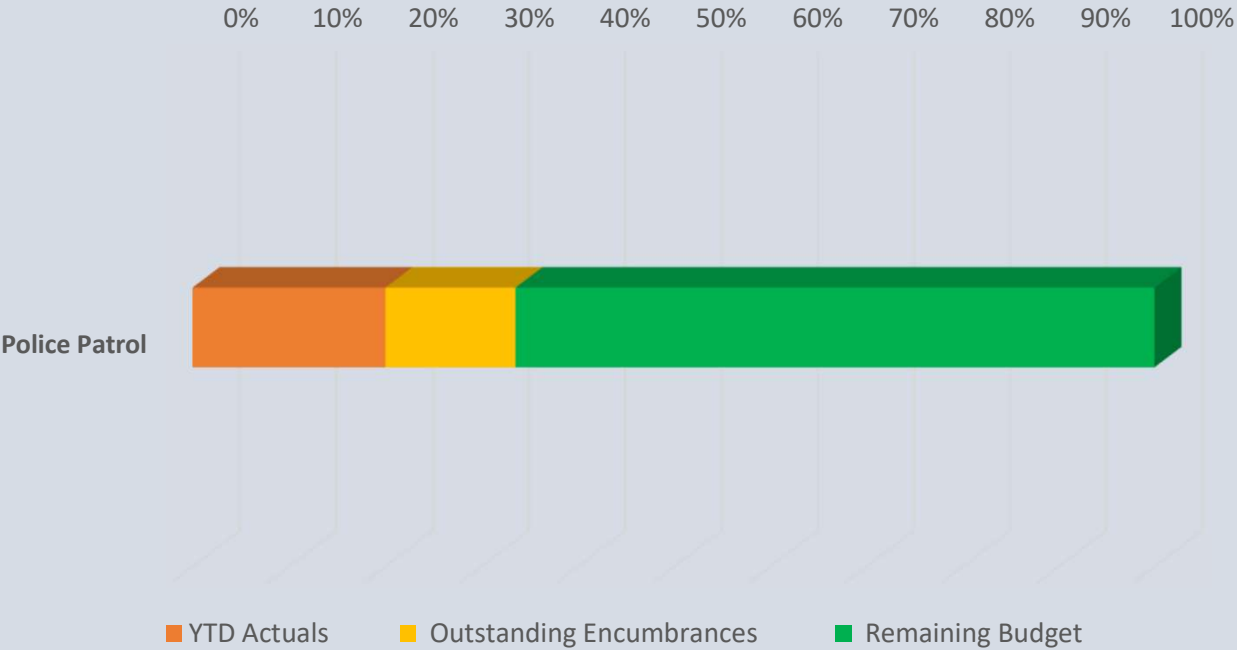
Current Collections Uncollected

Revenue by Source



Current Collections Uncollected

Breakdown by Department

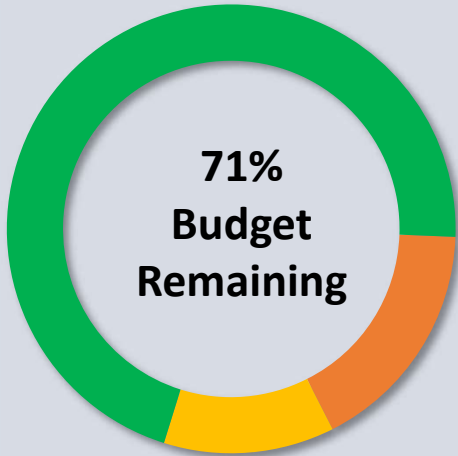


YTD Actuals Outstanding Encumbrances Remaining Budget

CDBG Grants

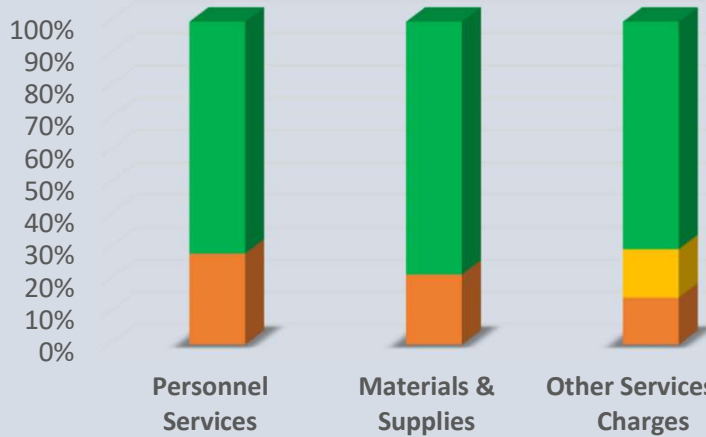
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	88,635.65
Expenditures:	114,545.08
Difference	(35,327.71)

Expenditures:



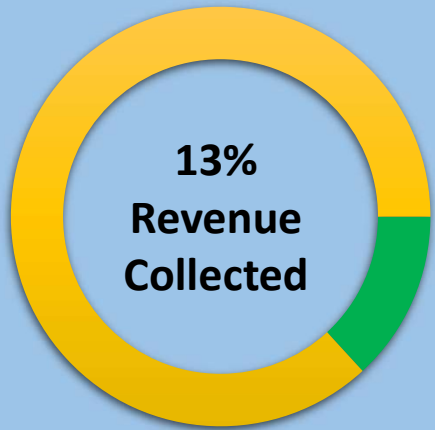
YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



YTD Actuals Encumbrances Remaining Balance

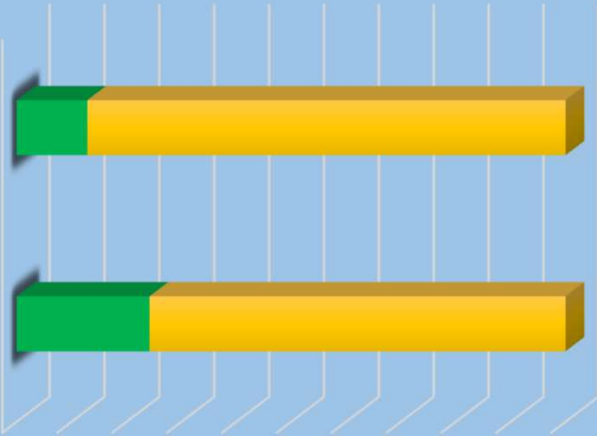
Revenues:



Current Collections Uncollected

Revenue by Source

0% 10% 20% 30% 40% 50% 60% 70% 80% 90%100%



Current Collections Uncollected

Breakdown by Department

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

CDBG Administration



CDBG Housing Rehab

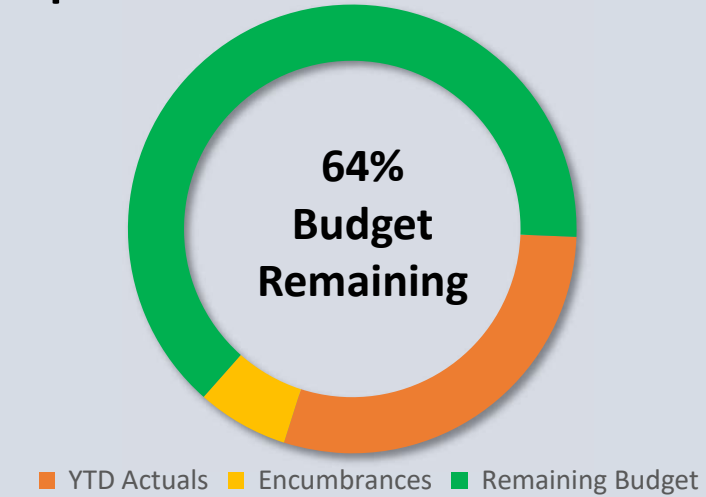


YTD Actuals Outstanding Encumbrances Remaining Budget

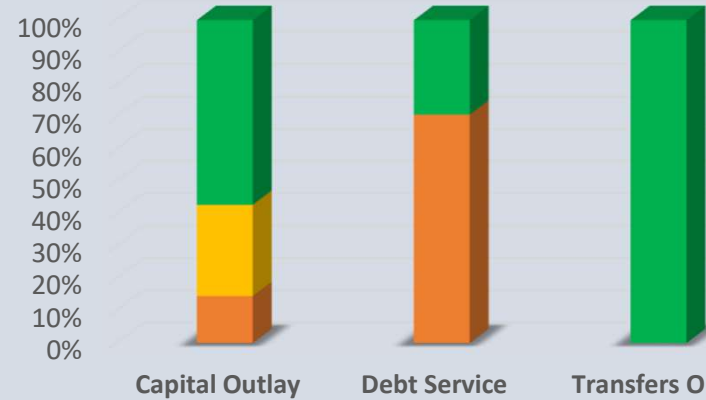
Capital Improvement Fund

Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	908,712.43
Expenditures:	631,800.49
Difference	276,911.94

Expenditures:

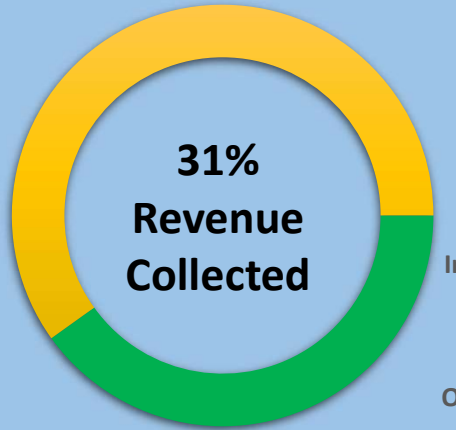


Breakdown by Account Group



YTD Actuals Encumbrances Remaining Balance

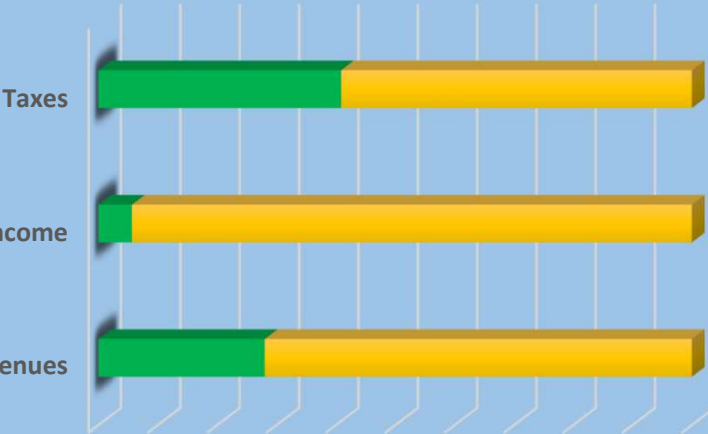
Revenues:



Current Collections Uncollected

Revenue by Source

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%



Current Collections Uncollected

Breakdown by Department

-40% -30% -20% -10% 0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

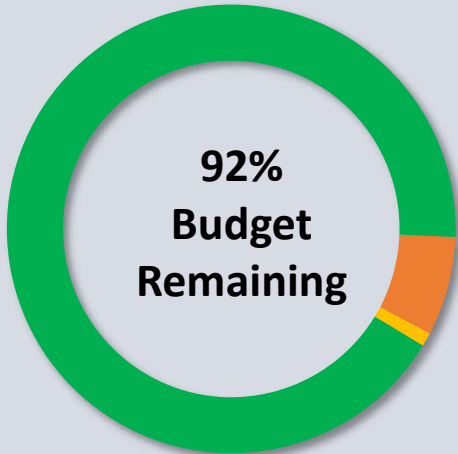


YTD Actuals Outstanding Encumbrances Remaining Budget

Street Improvement Fund

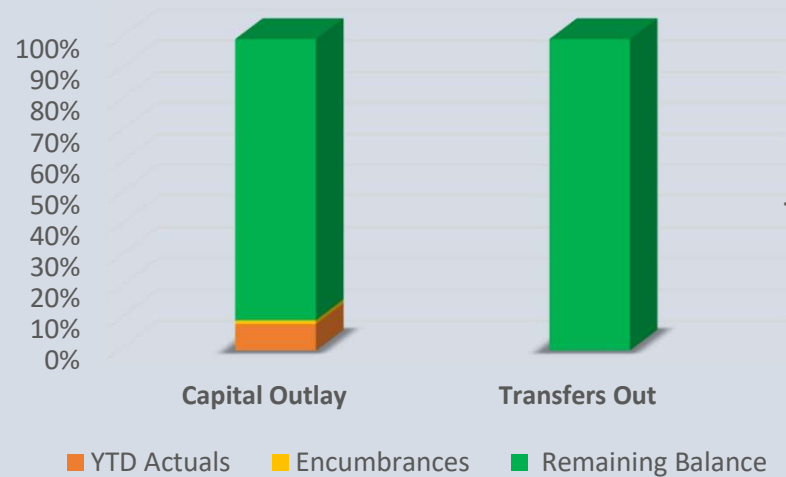
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	1,127,598.33
Expenditures:	515,961.05
Difference	611,637.28

Expenditures:

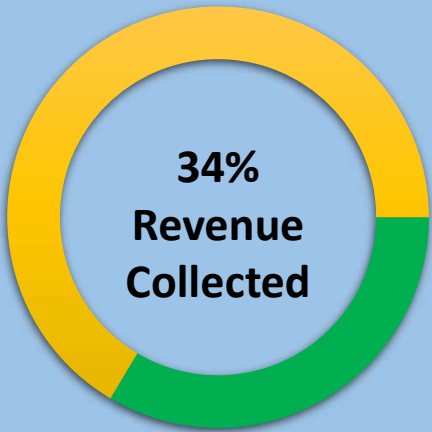


YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group

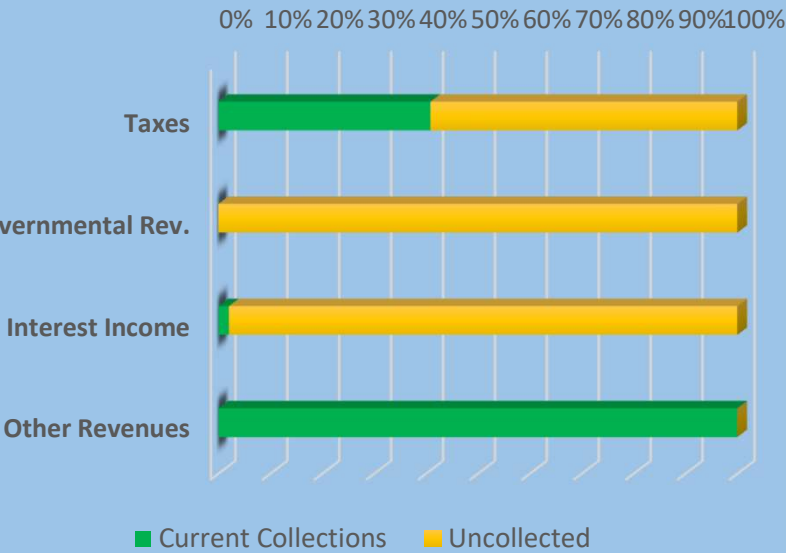


Revenues:

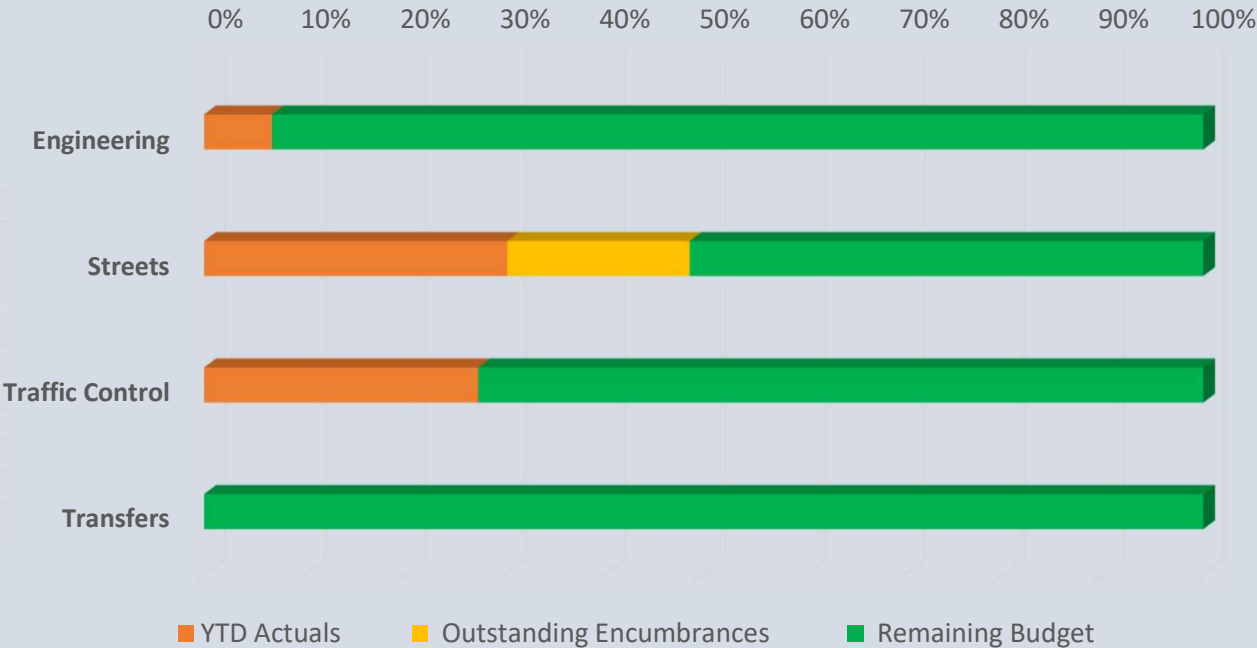


Current Collections Uncollected

Revenue by Source



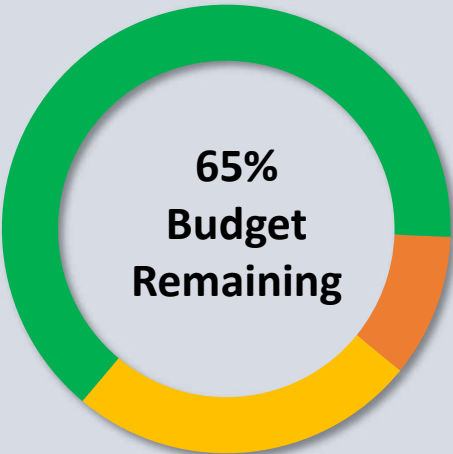
Breakdown by Department



2018 Capital Improvement Fd

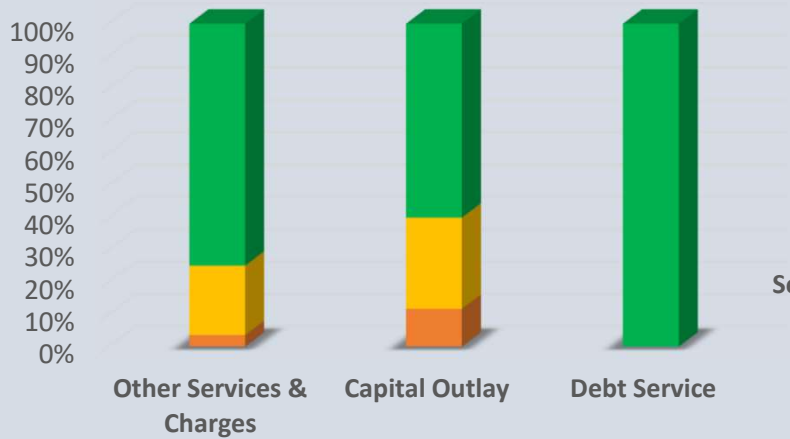
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	1,136,826.39
Expenditures:	921,690.16
Difference	215,136.23

Expenditures:



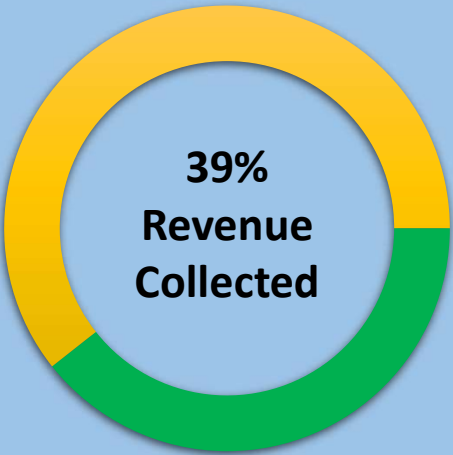
YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



YTD Actuals Encumbrances Remaining Balance

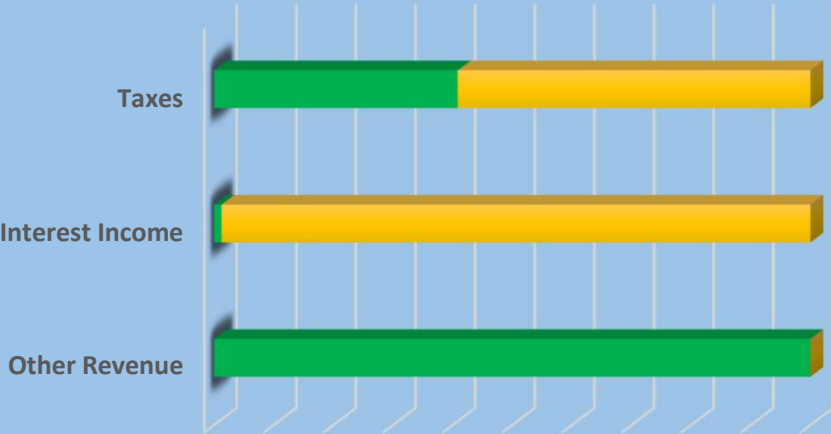
Revenues:



Current Collections Uncollected

Revenue by Source

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%



Current Collections Uncollected

Breakdown by Department

-10% 0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

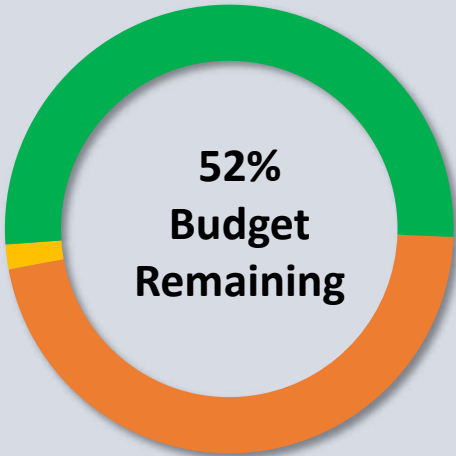


YTD Actuals Outstanding Encumbrances Remaining Budget

Aquatic Center

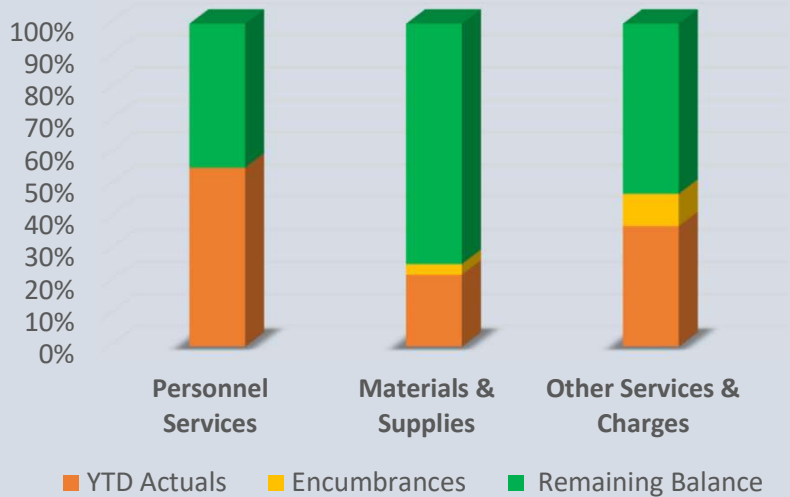
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	179,611.81
Expenditures:	164,948.38
Difference	14,663.43

Expenditures:

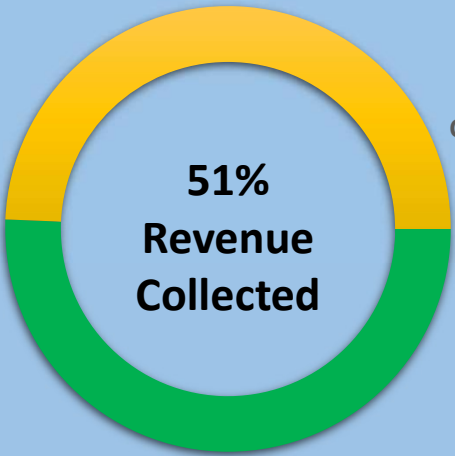


YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



Revenues:



Current Collections Uncollected

Revenue by Source

0% 10% 20% 30% 40% 50% 60% 70% 80% 90%100%

Charges for Services

Rental Revenues

Other Revenues

Transfers In

Current Collections Uncollected

Breakdown by Department

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Pool

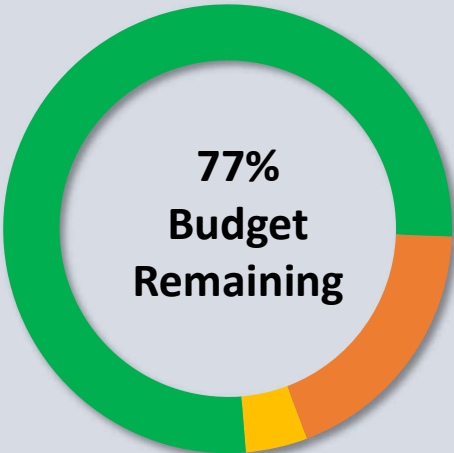


YTD Actuals Outstanding Encumbrances Remaining Budget

Shawnee Municipal Authority

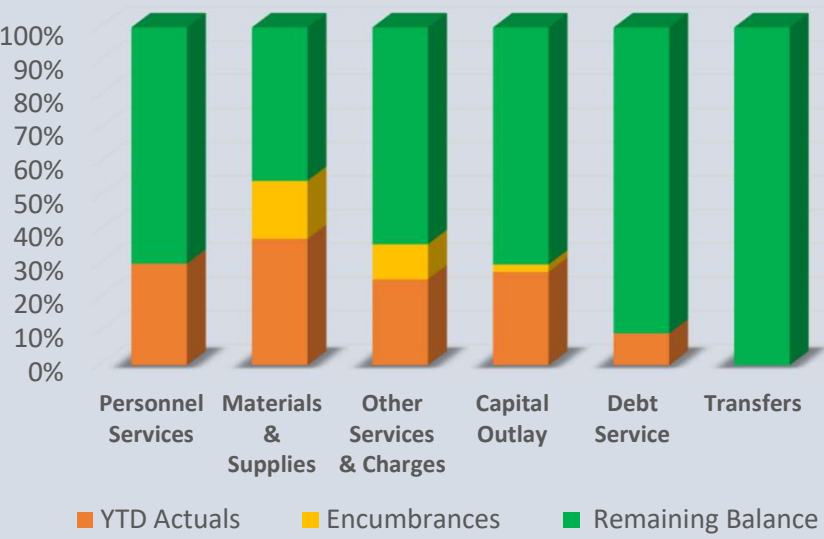
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	6,257,126.99
Expenditures:	3,739,870.09
Difference	2,517,256.90

Expenditures:

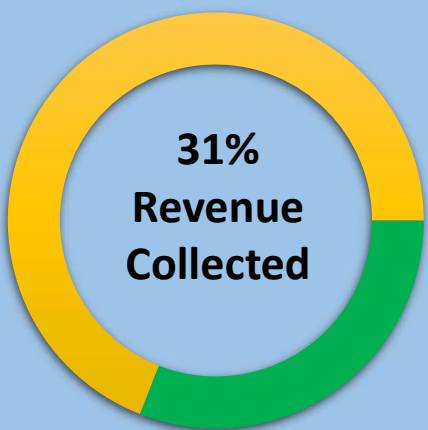


YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group

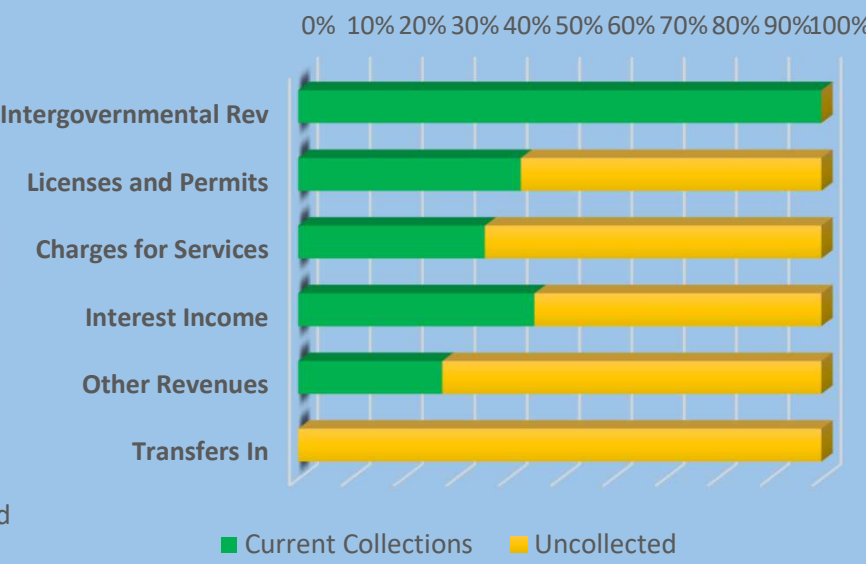


Revenues:

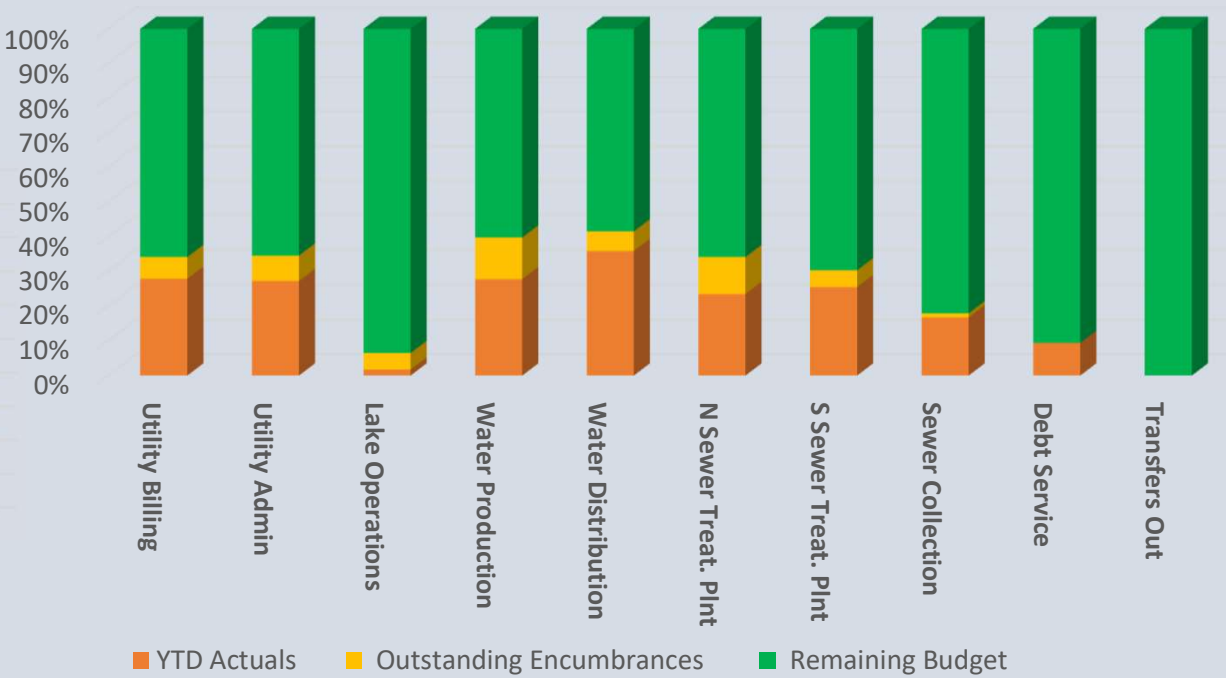


Current Collections Uncollected

Revenue by Source



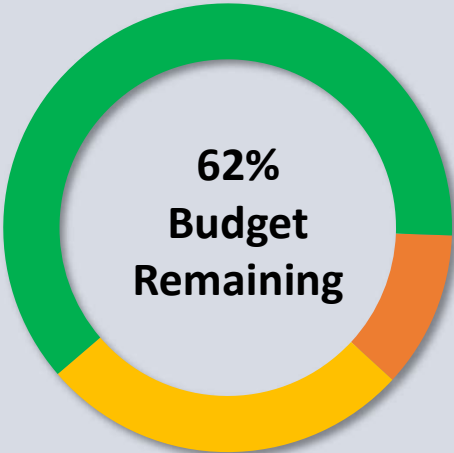
Breakdown by Department



Shawnee Airport Authority

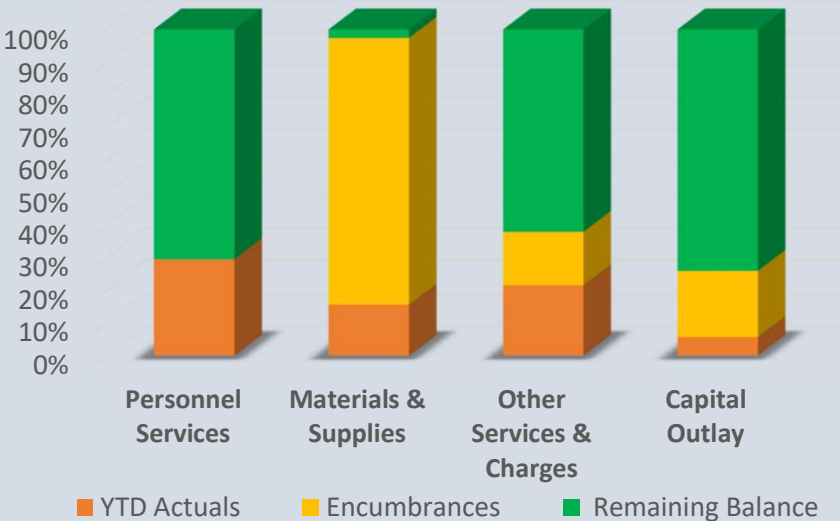
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	282,029.36
Expenditures:	184,675.73
Difference	(97,353.63)

Expenditures:

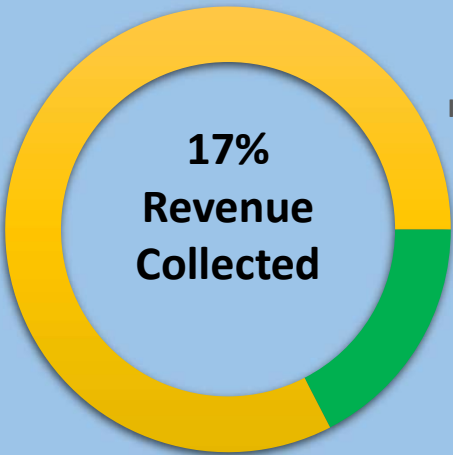


YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group

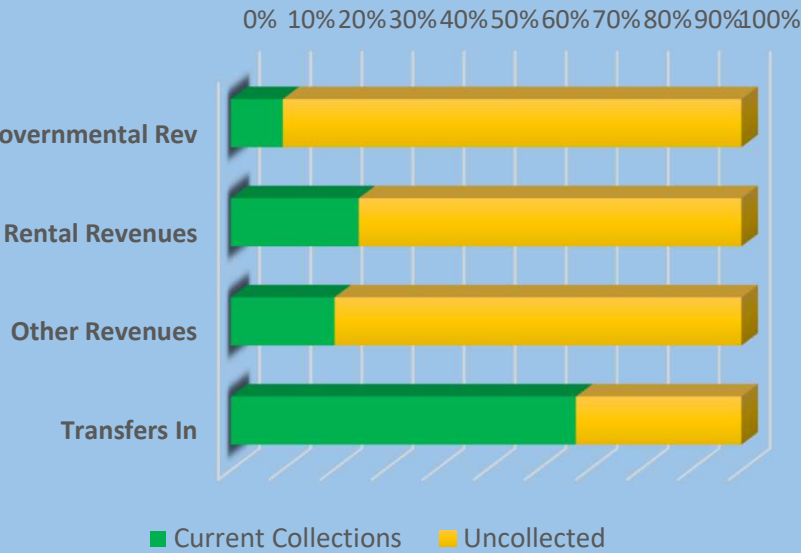


Revenues:

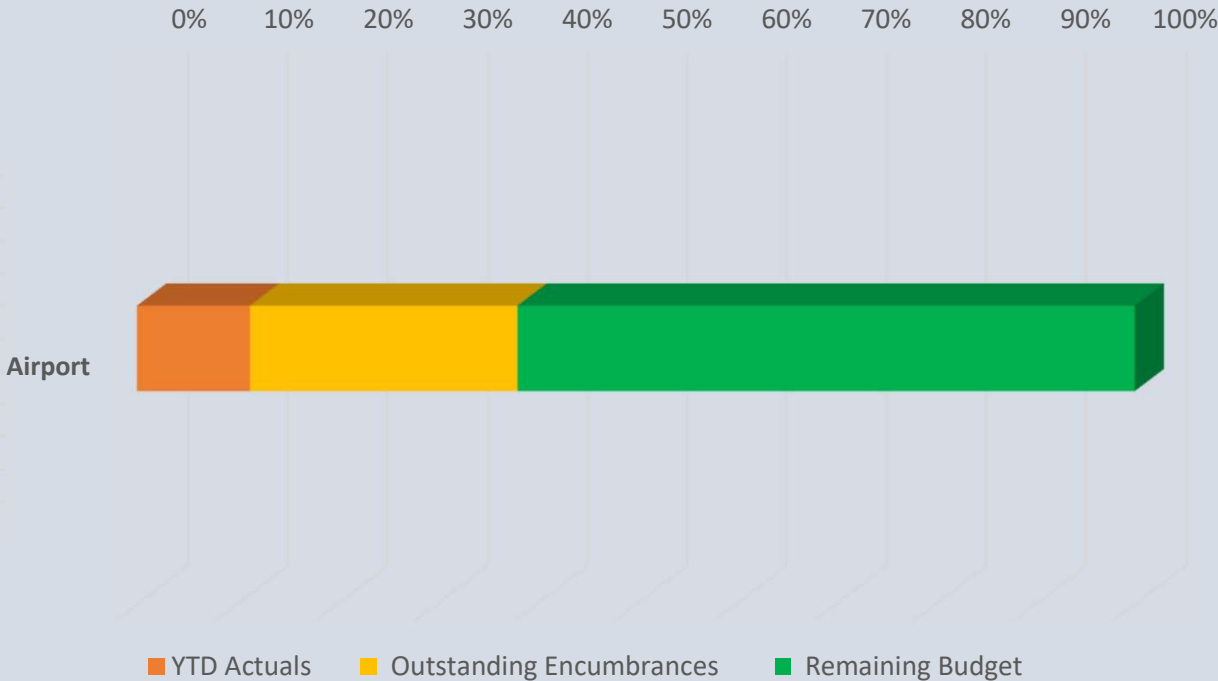


Current Collections Uncollected

Revenue by Source



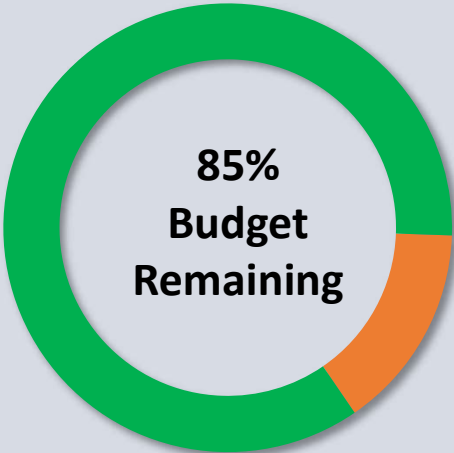
Breakdown by Department



Workers' Compensation
Self-Insurance Fund

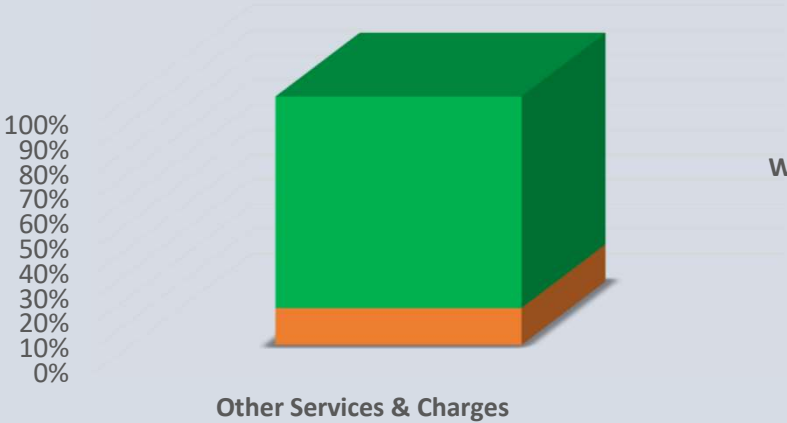
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	106,863.53
Expenditures:	120,478.43
Difference	(13,614.90)

Expenditures:



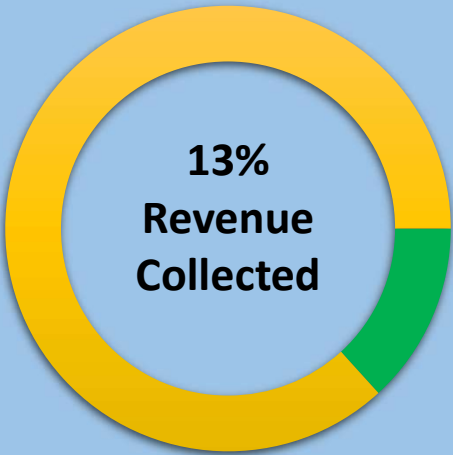
YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



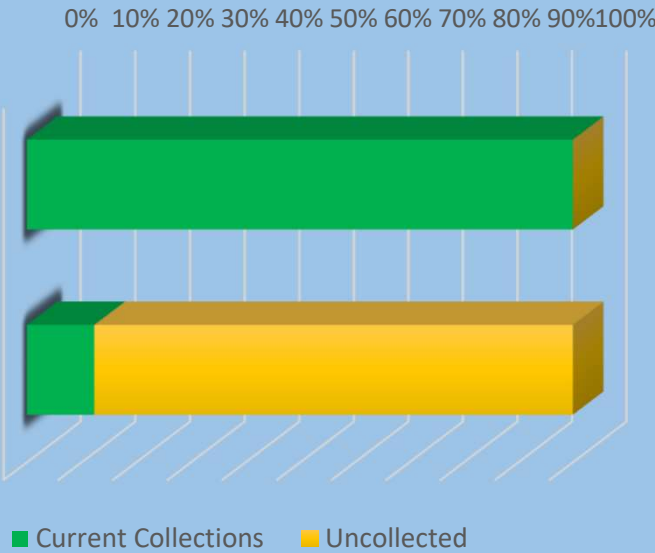
YTD Actuals Encumbrances Remaining Balance

Revenues:



Current Collections Uncollected

Revenue by Source



Breakdown by Department

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Workers' Comp Self- Insurance Fund

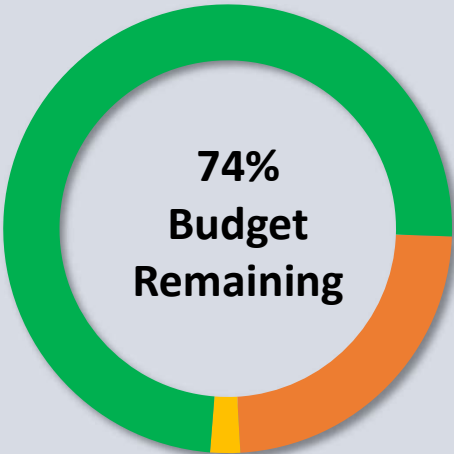


YTD Actuals Outstanding Encumbrances Remaining Budget

Library Fund

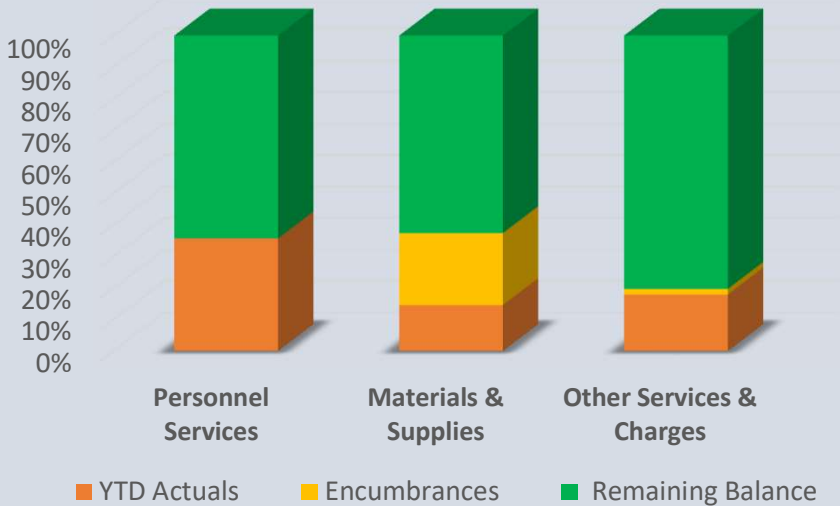
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	30,190.72
Expenditures:	23,023.78
Difference	7,166.94

Expenditures:

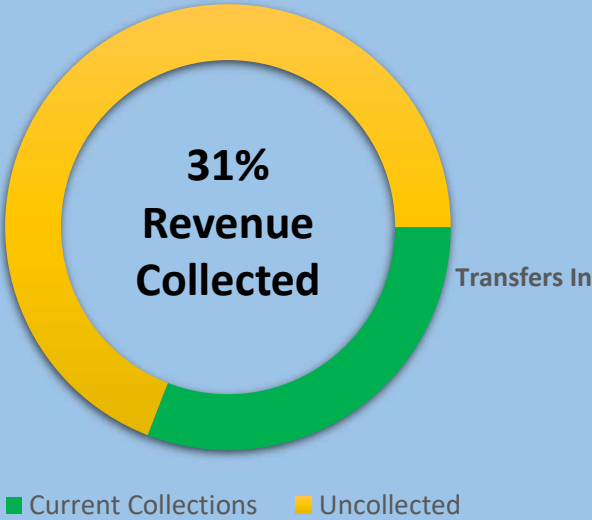


YTD Actuals Encumbrances Remaining Budget

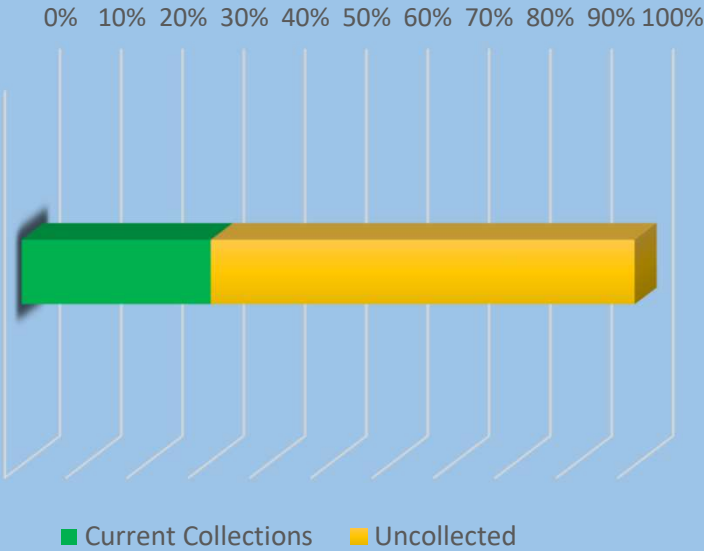
Breakdown by Account Group



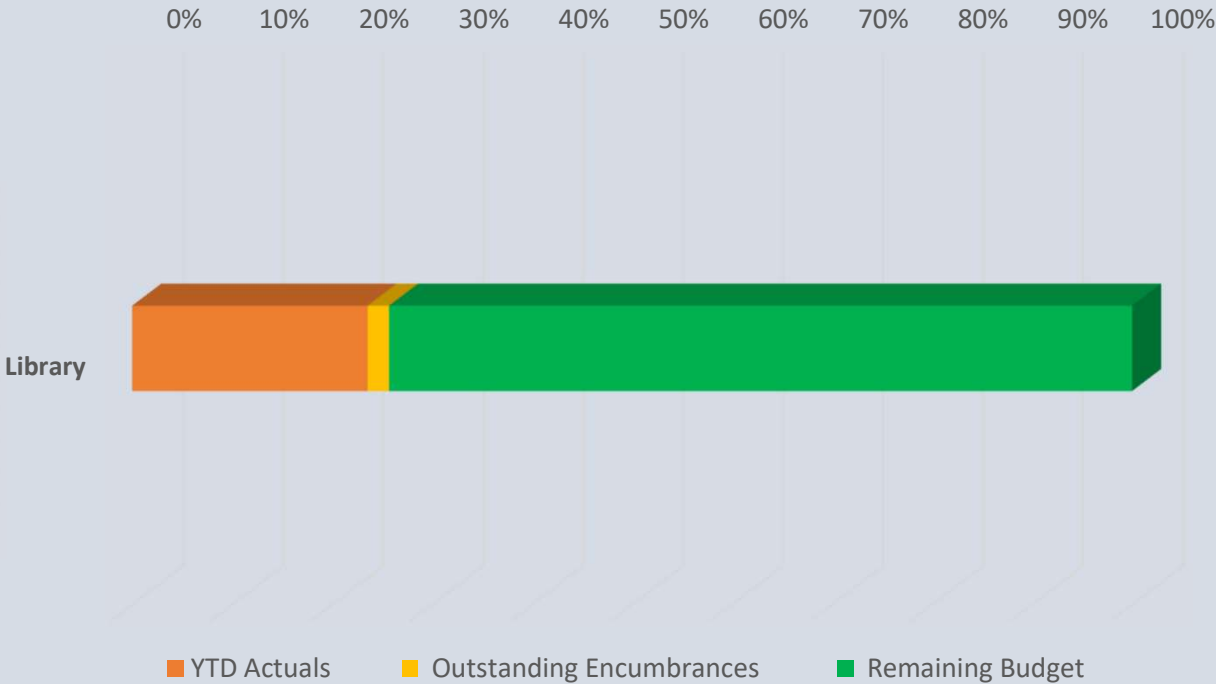
Revenues:



Revenue by Source



Breakdown by Department



Cemetery Perpetual Fund

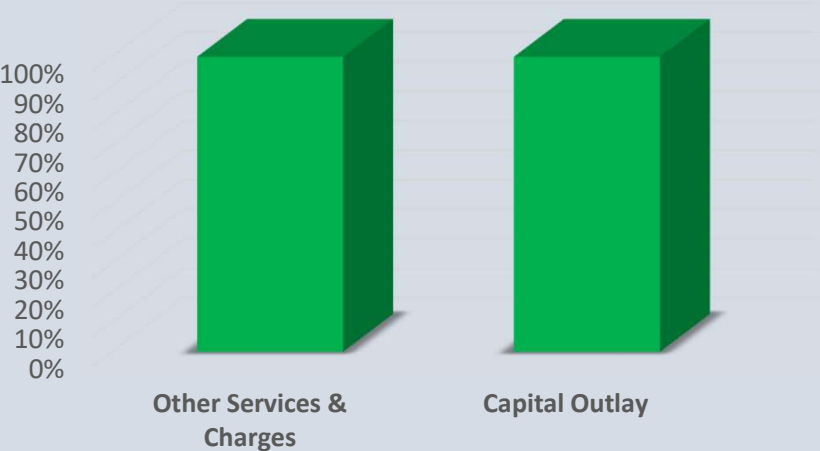
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	3,088.12
Expenditures:	0.00
Difference	3,088.12

Expenditures:



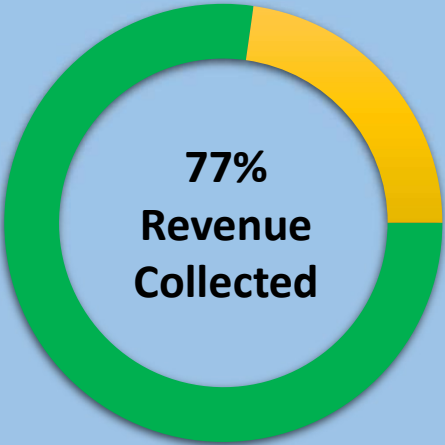
YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group



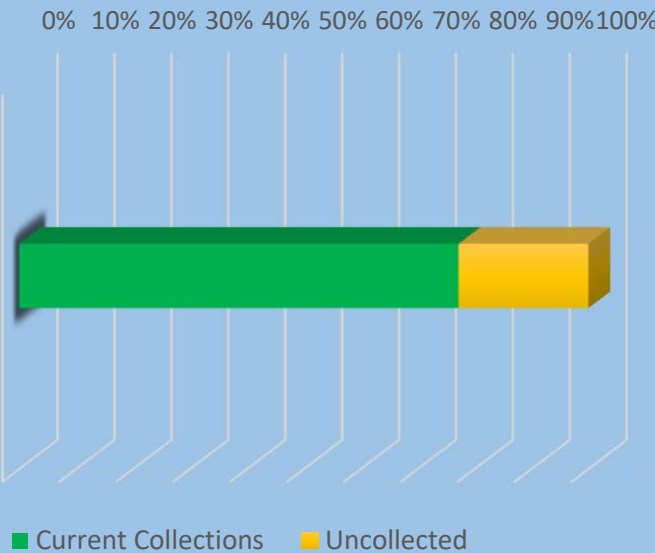
YTD Actuals Encumbrances Remaining Balance

Revenues:



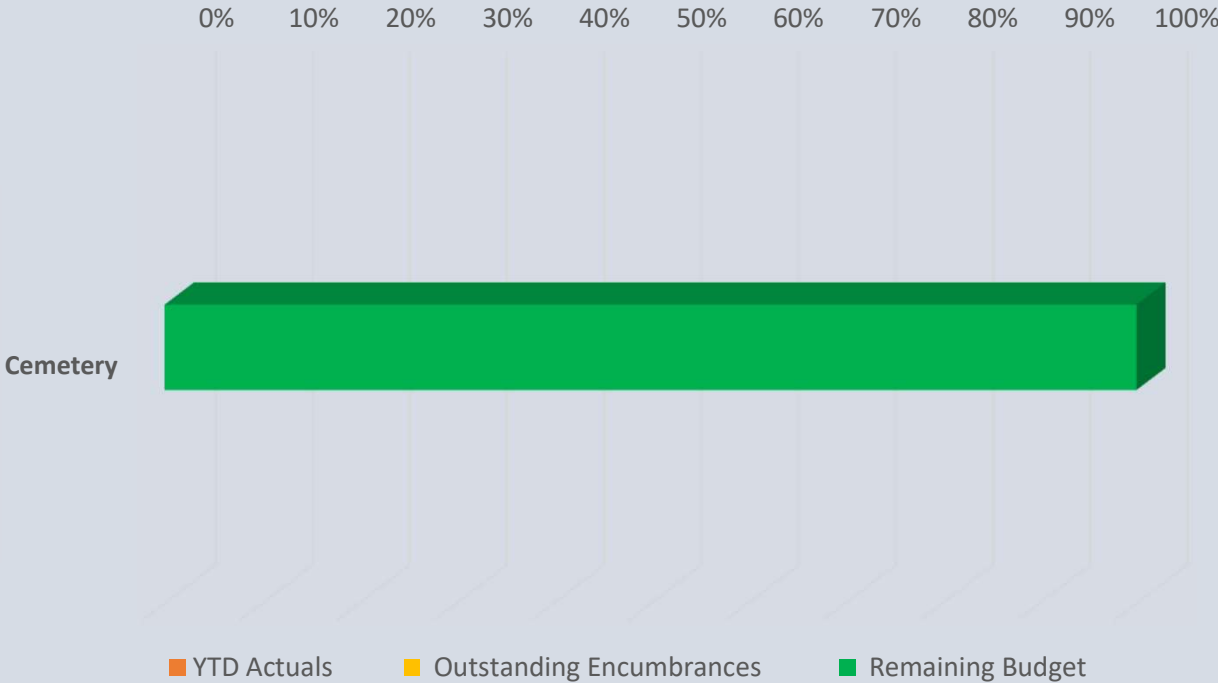
Current Collections Uncollected

Revenue by Source



Current Collections Uncollected

Breakdown by Department

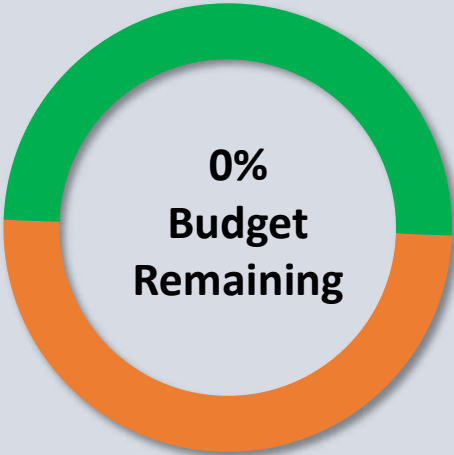


YTD Actuals Outstanding Encumbrances Remaining Budget

Gifts & Contributions Fund

Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	13,506.97
Expenditures:	3,786.39
Difference	9,745.58

Expenditures:



■ YTD Actuals ■ Encumbrances ■ Remaining Budget

Breakdown by Account Group



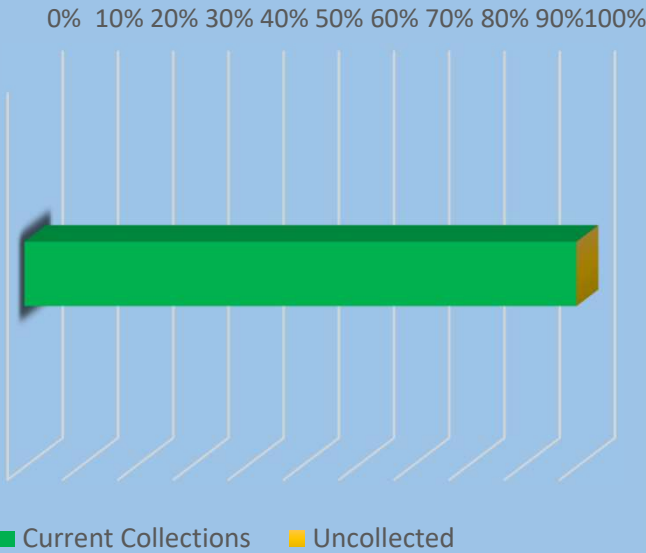
■ YTD Actuals ■ Encumbrances ■ Remaining Balance

Revenues:

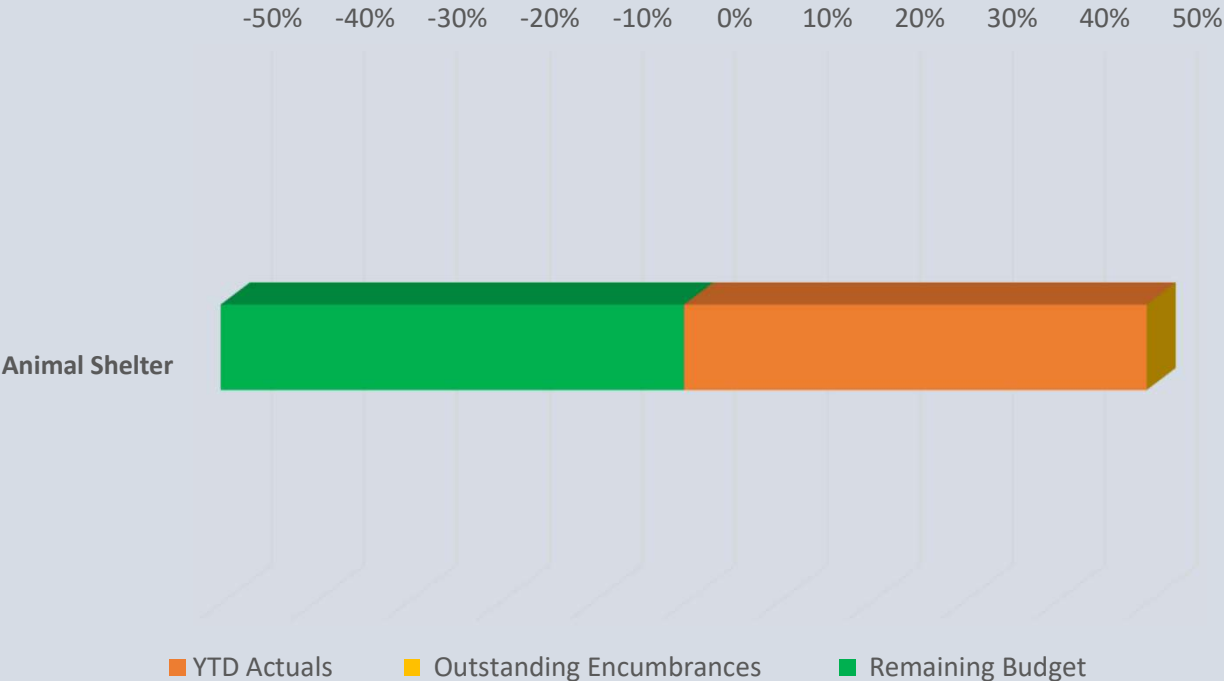


■ Current Collections ■ Uncollected

Revenue by Source



Breakdown by Department



Sister Cities Fund

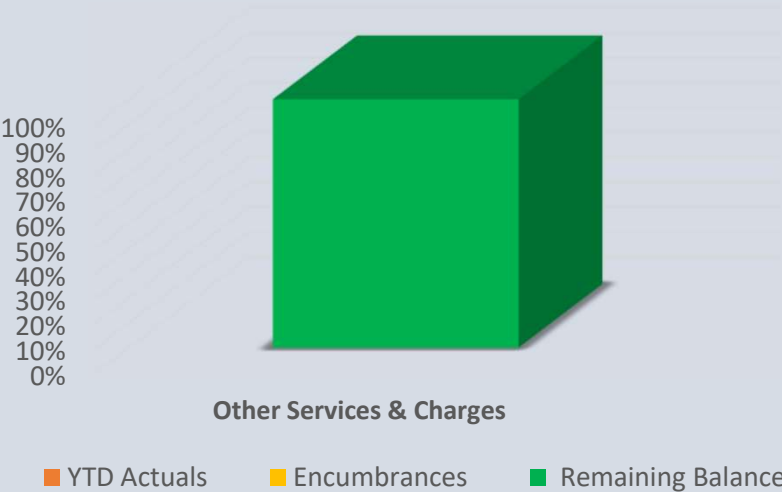
Revenues Vs Expenditures Summary 2020 Actuals YTD	
Revenues:	0.00
Expenditures:	0.00
Difference	0.00

Expenditures:



YTD Actuals Encumbrances Remaining Budget

Breakdown by Account Group

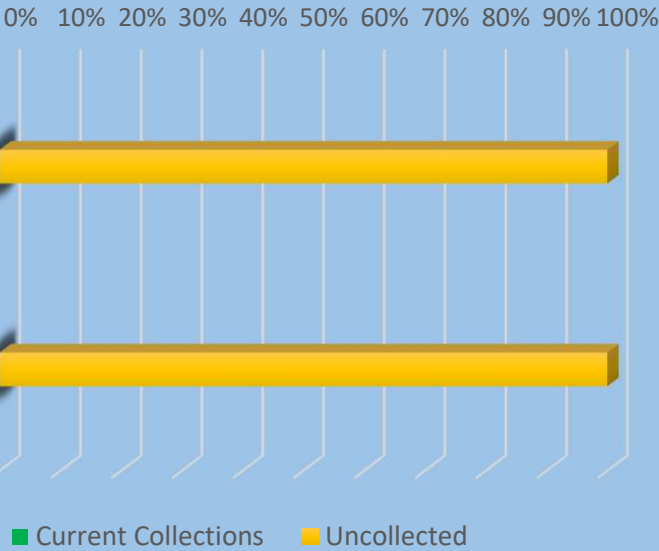


Revenues:

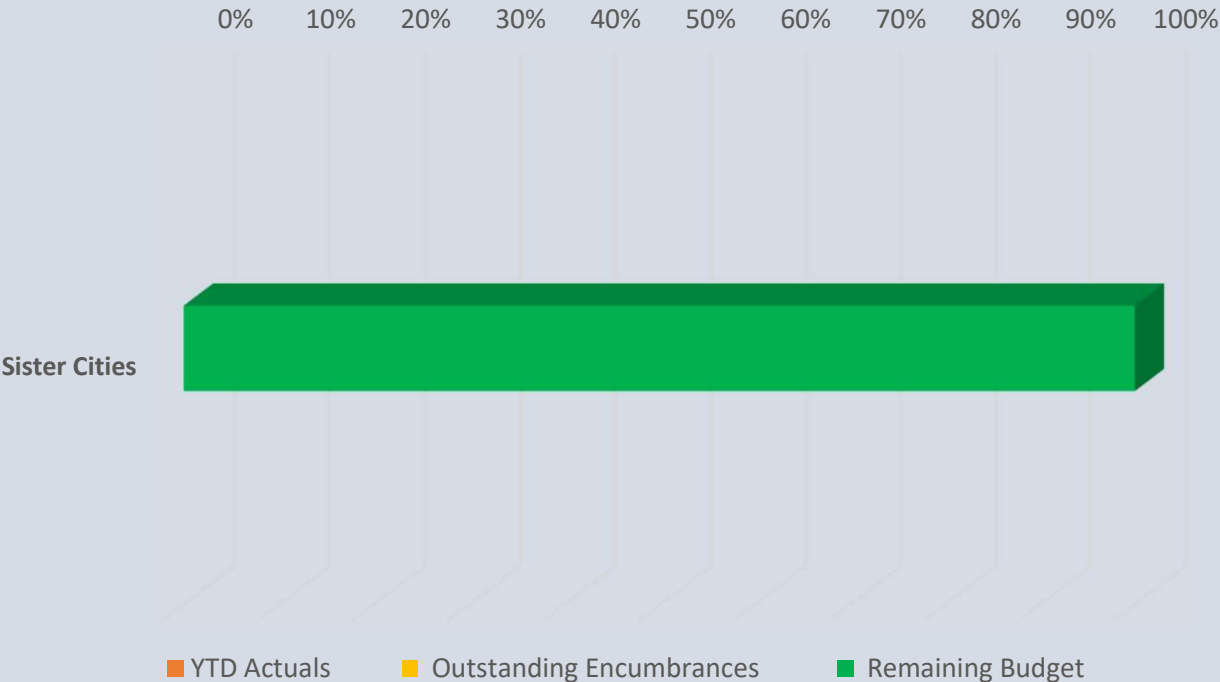


Current Collections Uncollected

Revenue by Source



Breakdown by Department



Numbers Behind the Graphs

General Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	15,498,198.95	6,108,447.31	9,389,751.64
Intergovernmental Rev	718,900.00	356,307.39	362,592.61
Licenses & Permits	229,650.00	103,162.16	126,487.84
Fines & Forfeitures	505,985.00	186,982.08	319,002.92
Charges for Services	8,234.16	2,744.72	5,489.44
Rental Revenues	162,020.00	56,934.50	105,085.50
Interest Income	19,500.00	4,672.93	14,827.07
Other Revenues	230,015.00	2,459,531.39	(2,229,516.39)
Transfers In	5,876,263.26	277,699.20	5,598,564.06
Total	23,248,766.37	9,556,481.68	13,692,284.69

General Fund cont.

EXPENDITURES:

Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Transfers	Total
YTD Actuals	5,794,374.02	270,575.86	1,227,537.17	255,323.46	\$ 7,547,810.51
Encumbrances	14,734.30	89,011.04	831,357.70		\$ 935,103.04
Remaining Budget	11,902,449.75	374,203.10	2,193,238.38	269,445.90	\$ 14,739,337.13
Total Budget	\$ 17,711,558.07	\$ 733,790.00	\$ 4,252,133.25	\$ 524,769.36	\$ 23,222,250.68

Breakdown by Department

Department	YTD Actuals	Encumbrances	Remaining Budget	Total Budget
City Manager	182,895.61	7,793.55	297,422.71	\$ 488,111.87
City Attorney	64,783.29	154,565.51	(19,348.80)	\$ 200,000.00
Accounting	166,780.10	186,615.21	259,545.48	\$ 612,940.79
Information Systems	125,205.97	64,558.42	457,573.25	\$ 647,337.64
Municipal Court	116,052.14	41,365.50	254,779.96	\$ 412,197.60
City Clerk	93,136.91	2,422.96	195,574.59	\$ 291,134.46
Human Resources	91,696.85	22,385.33	158,634.50	\$ 272,716.68
Code Enforcement	251,082.28	10,758.08	463,160.55	\$ 725,000.91
Police Administration	184,674.80	2,313.90	432,385.61	\$ 619,374.31
Police Patrol	1,901,627.92	47,391.27	3,723,388.53	\$ 5,672,407.72
Criminal Investigation Division	368,381.59	420.84	818,742.62	\$ 1,187,545.05
Animal Control	63,148.92	9,150.52	94,467.69	\$ 166,767.13
Dispatch	230,160.94	200.00	438,286.00	\$ 668,646.94
Fire Prevention	200,192.44	200.00	434,436.74	\$ 634,829.18
Fire Suppression	1,535,761.85	70,723.87	3,310,187.09	\$ 4,916,672.81
Fire Training	55,432.14	4,397.98	141,999.29	\$ 201,829.41
Emergency Management	12,941.84	148,545.94	175,780.62	\$ 337,268.40
L.E.P.C.	-	-	1,000.00	\$ 1,000.00
Engineering	57,272.39	2,700.00	197,053.13	\$ 257,025.52
Streets	279,432.82	34,628.76	520,580.08	\$ 834,641.66
Traffic Control	116,081.40	7,643.75	120,422.26	\$ 244,147.41
Parks	300,677.40	21,581.55	421,777.66	\$ 744,036.61
Cemetery	113,411.16	4,570.59	403,451.09	\$ 521,432.84
Municipal Auditorium	8,700.43	1,675.79	46,206.87	\$ 56,583.09
Community Center	7,297.12	2,148.00	32,225.94	\$ 41,671.06
Senior Citizens	11,015.17	2,954.28	67,714.61	\$ 81,684.06
Expo Operations	243,563.08	-	309,436.92	\$ 553,000.00
Equipment Services	76,130.37	878.65	167,796.67	\$ 244,805.69
Building Maintenance	60,382.82	14,784.40	122,945.26	\$ 198,112.48
Transfers Out	592,062.92	-	797,266.44	\$ 1,389,329.36
Shared Costs (Allocated)	37,827.84	67,728.39	(105,556.23)	\$ -
Total Budget	\$ 7,547,810.51	\$ 935,103.04	\$ 14,739,337.13	\$23,222,250.68

Street & Alley Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	275,000.00	95,190.07	179,809.93
Licenses & Permits	1,500.00	210.00	1,290.00
Other Revenues	6,360.00	2,120.00	4,240.00
Transfers In	162,140.00	50,000.00	112,140.00
Total	\$ 445,000.00	\$ 147,520.07	\$ 297,479.93

Expenditures:

Breakdown by Account Group

	Other Services & Charges	Total
YTD Actuals	141,682.42	\$ 141,682.42
Encumbrances		\$ -
Remaining Budget	303,317.58	\$ 303,317.58
Total Budget	\$ 445,000.00	\$ 445,000.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Streets	141,682.42		303,317.58	\$ 445,000.00
Total	\$ 141,682.42	\$ -	\$ 303,317.58	\$ 445,000.00

E-911 Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	305,000.00	94,295.30	210,704.70
Total	\$ 305,000.00	\$ 94,295.30	\$ 210,704.70

Expenditures:

Breakdown by Account Group

	Personal Services	Other Services & Charges	Total
YTD Actuals	10,947.17	53,520.21	\$ 64,467.38
Encumbrances	-	89,296.67	\$ 89,296.67
Remaining Budget	121,052.83	30,183.12	\$ 151,235.95
Total Budget	\$ 132,000.00	\$ 173,000.00	\$ 305,000.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Dispatch	64,467.38	89,296.67	151,235.95	\$ 305,000.00
Total	\$ 64,467.38	\$ 89,296.67	\$ 151,235.95	\$ 305,000.00

Revolving Oil & Gas Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Licenses & Permits	13,750.00	-	13,750.00
Total	\$ 13,750.00	\$ -	\$ 13,750.00

Expenditures:

Breakdown by Account Group

	Transfers	Total
YTD Actuals	-	\$ -
Encumbrances	-	\$ -
Remaining Budget	310,729.00	\$ 310,729.00
Total Budget	\$ 310,729.00	\$ 310,729.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Transfers Out	-	-	310,729.00	\$ 310,729.00
Total	\$ -	\$ -	\$ 310,729.00	\$ 310,729.00

Economic Development Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	277,815.99	113,542.86	164,273.13
Interest Income	277.82	96.81	181.01
Total	\$ 278,093.81	\$ 113,639.67	\$ 164,454.14

Expenditures:

Breakdown by Account Group

	Other Services & Charges	Transfers	Total
YTD Actuals	64,349.10	-	\$ 64,349.10
Encumbrances	-		\$ -
Remaining Budget	193,403.70	15,000.00	\$ 208,403.70
Total Budget	\$ 257,752.80	\$ 15,000.00	\$ 272,752.80

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Economic Development	64,349.10	-	193,403.70	\$ 257,752.80
Transfers Out	-		15,000.00	\$ 15,000.00
Total	\$ 64,349.10	\$ -	\$ 208,403.70	\$ 272,752.80

Spay/Neuter Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Other Revenues	2,500.00	1,210.00	1,290.00
Total	\$ 2,500.00	\$ 1,210.00	\$ 1,290.00

Expenditures:

Breakdown by Account Group

	Other Services & Charges	Total
YTD Actuals	2,432.00	\$ 2,432.00
Encumbrances	3,498.00	\$ 3,498.00
Remaining Budget	(3,430.00)	\$ (3,430.00)
Total Budget	\$ 2,500.00	\$ 2,500.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrance	Remaining Budget	Total Budget
Animal Control	2,432.00	3,498.00	(3,430.00)	\$ 2,500.00
Total	\$ 2,432.00	\$ 3,498.00	\$ (3,430.00)	\$ 2,500.00

Hotel/Motel Surcharge Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	\$ 430,000.00	157,400.30	272,599.70
Interest Income	\$ 50.00	0.00	50.00
Other Revenues	\$ -	880.16	(880.16)
Total	\$ 430,050.00	\$ 158,280.46	\$ 271,769.54

Expenditures:

Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Transfers	Total
YTD Actuals	33,125.73	446.58	94,873.73	1,574.02	\$130,020.06
Encumbrances	-	3,053.42	100,985.48	-	\$104,038.90
Remaining Budget	66,318.73	2,700.00	124,210.79	2,725.98	\$195,955.50
Total Budget	\$ 99,444.46	\$ 6,200.00	\$320,070.00	\$ 4,300.00	\$430,014.46

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Tourism	88,628.44	104,038.90	109,447.12	\$ 302,114.46
Community Service	39,817.60	-	83,782.40	\$ 123,600.00
Transfers Out	1,574.02	-	2,725.98	\$ 4,300.00
Total	\$ 130,020.06	\$ 104,038.90	\$ 195,955.50	\$ 430,014.46

Police Sales Tax Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	\$ 347,269.87	141,928.53	205,341.34
Interest Income	\$ 347.27	121.00	226.27
Total	\$ 347,617.14	\$ 142,049.53	\$ 205,567.61

Expenditures:

Breakdown by Account Group

	Transfers	Total
YTD Actuals	142,049.53	\$ 142,049.53
Encumbrances	-	\$ -
Remaining Budget	205,567.61	\$ 205,567.61
Total Budget	\$ 347,617.14	\$ 347,617.14

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrance	Remaining Budget	Total Budget
Transfers Out	142,049.53		205,567.61	\$ 347,617.14
Total	\$ 142,049.53	\$ -	\$ 205,567.61	\$ 347,617.14

Fire Sales Tax Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	\$ 347,269.87	141,928.53	205,341.34
Interest Income	\$ 347.27	121.00	226.27
Total	\$ 347,617.14	\$ 142,049.53	\$ 205,567.61

Expenditures:

Breakdown by Account Group

	Transfers	Total
YTD Actuals	142,049.53	\$ 142,049.53
Encumbrances	-	\$ -
Remaining Budget	205,567.61	\$ 205,567.61
Total Budget	\$ 347,617.14	\$ 347,617.14

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrance	Remaining Budget	Total Budget
Transfers Out	142,049.53		205,567.61	\$ 347,617.14
Total	\$ 142,049.53	\$ -	\$ 205,567.61	\$ 347,617.14

Tax Increment Finance Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	\$ 41,600.00	21,130.50	20,469.50
Total	\$ 41,600.00	\$ 21,130.50	\$ 20,469.50

Expenditures:

Breakdown by Account Group

	Capital Outlay	Total
YTD Actuals	-	\$ -
Encumbrances	-	\$ -
Remaining Budget	41,600.00	\$ 41,600.00
Total Budget	\$ 41,600.00	\$ 41,600.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Planning	-	-	41,600.00	\$ 41,600.00
Total	\$ -	\$ -	\$ 41,600.00	\$ 41,600.00

Drug Forfeiture Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Intergovernmental Rev	4,000.00	-	4,000.00
Other Revenue	-	0.13	(0.13)
Total	\$ 4,000.00	\$ 0.13	\$ 3,999.87

Expenditures:

Breakdown by Account Group

	Materials and Supplies	Total
YTD Actuals	2,404.05	\$ 2,404.05
Encumbrances	1,620.50	\$ 1,620.50
Remaining Budget	7,975.45	\$ 7,975.45
Total Budget	\$ 12,000.00	\$ 12,000.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Police Patrol	2,404.05	1,620.50	7,975.45	\$ 12,000.00
Total	\$ 2,404.05	\$ 1,620.50	\$ 7,975.45	\$ 12,000.00

CDBG Grants

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Intergovernmental Rev	656,000.00	84,442.21	571,557.79
Other Revenues	17,315.00	4,193.44	13,121.56
Total	\$ 673,315.00	\$ 88,635.65	\$ 584,679.35

Expenditures:

Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Total
YTD Actuals	33,959.20	108.51	80,386.37	\$ 114,454.08
Encumbrances			82,837.00	\$ 82,837.00
Remaining Budget	86,519.60	391.49	389,112.80	\$ 476,023.89
Total Budget	\$ 120,478.80	\$ 500.00	\$ 552,336.17	\$ 673,314.97

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
CDBG Administration	14,084.37	-	61,066.00	\$ 75,150.37
CDBG Housing Rehab	100,369.71	82,837.00	414,957.89	\$ 598,164.60
Total	\$ 114,454.08	\$ 82,837.00	\$ 476,023.89	\$ 673,314.97

Capital Improvement Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	2,153,073.56	879,957.06	1,273,116.50
Interest Income	13,153.07	744.24	12,408.83
Other Revenues	100,000.00	28,011.13	71,988.87
Total	\$ 2,266,226.63	\$ 908,712.43	\$ 1,357,514.20

Expenditures:

Breakdown by Account Group

	Capital Outlay	Debt Service	Transfers	Total
YTD Actuals	73,117.62	558,682.87	-	\$ 631,800.49
Encumbrances	141,798.65	0	-	\$ 141,798.65
Remaining Budget	287,083.73	231,033.63	861,000.00	\$ 1,379,117.36
Total Budget	\$ 502,000.00	\$ 789,716.50	\$ 861,000.00	\$ 2,152,716.50

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Information Systems	32,365.00	7,366.00	110,269.00	\$ 150,000.00
Police Patrol	13,800.00	3,600.00	51,500.00	\$ 68,900.00
Fire Suppression			95,500.00	\$ 95,500.00
Streets		28,065.65	1,934.35	\$ 30,000.00
Parks	21,198.99	75,917.00	10,484.01	\$ 107,600.00
Library	600.00	6,850.00	2,550.00	\$ 10,000.00
Municipal Auditorium	0.00	0.00	10,000.00	\$ 10,000.00
Community Center			10,000.00	\$ 10,000.00
Senior Center	88.24		9,911.76	\$ 10,000.00
Building Maintenance	5,065.39	20,000.00	(15,065.39)	\$ 10,000.00
Debt Service	558,682.87	0.00	231,033.63	\$ 789,716.50
Transfers Out	0.00	0.00	861,000.00	\$ 861,000.00
Total	\$ 631,800.49	\$ 141,798.65	\$ 1,379,117.36	\$ 2,152,716.50

Street Improvement Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	2,430,889.38	993,499.85	1,437,389.53
Intergovernmental Rev.	900,000.00	0.00	900,000.00
Interest Income	33,930.88	686.05	33,244.83
Other Revenues	-	133,412.43	(133,412.43)
Total	\$ 3,364,820.26	\$ 1,127,598.33	\$ 2,237,221.93

Expenditures:

Breakdown by Account Group

	Capital Outlay	Transfers	Total
YTD Actuals	515,961.05	-	\$ 515,961.05
Encumbrances	72,940.56		\$ 72,940.56
Remaining Budget	5,472,985.06	1,148,713.21	\$ 6,621,698.27
Total Budget	\$ 6,061,886.67	\$ 1,148,713.21	\$ 7,210,599.88

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Engineering	380,976.16	-	5,231,099.71	\$ 5,612,075.87
Streets	121,276.89	72,940.56	205,782.55	\$ 400,000.00
Traffic Control	13,708.00	-	36,292.00	\$ 50,000.00
Transfers Out	-	-	1,148,713.21	\$ 1,148,713.21
Total	\$ 515,961.05	\$ 72,940.56	\$ 6,621,887.47	\$ 7,210,789.08

2018 Capital Improvement Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Taxes	2,778,159.35	1,135,428.43	1,642,730.92
Interest Income	110,778.15	1,391.89	109,386.26
Other Revenue	0.00	6.07	(6.07)
Total	\$ 2,888,937.50	\$ 1,136,826.39	\$1,752,111.11

Expenditures:

Breakdown by Account Group

	Other Services & Charges	Capital Outlay	Debt Service	Total
YTD Actuals	6,433.34	915,256.82	-	\$ 921,690.16
Encumbrances	38,675.00	2,210,410.84	-	\$ 2,249,085.84
Remaining Budget	134,891.66	4,702,625.49	921,040.00	\$ 5,758,557.15
Total Budget	\$ 180,000.00	\$ 7,828,293.15	\$ 921,040.00	\$ 8,929,333.15

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Police Patrol	900,734.23	2,200,075.84	(96,205.92)	\$ 3,004,604.15
Streets	-	45,500.00	4,409,200.00	\$ 4,454,700.00
Parks	6,100.00	3,510.00	433,379.00	\$ 442,989.00
Library	14,855.93	-	71,144.07	\$ 86,000.00
Senior Citizens Center			20,000.00	\$ 20,000.00
Debt Service			921,040.00	\$ 921,040.00
Total	\$ 921,690.16	\$ 2,249,085.84	\$ 5,758,557.15	\$ 8,929,333.15

Aquatic Center

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Charges for Services	102,500.00	40,157.50	62,342.50
Other Revenues	12,000.00	4,917.15	7,082.85
Interest Income	37,500.00	21,864.42	15,635.58
Transfers In	202,366.73	112,672.74	89,693.99
Total	\$ 354,366.73	\$ 179,611.81	\$ 174,754.92

Expenditures:

Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Total
YTD Actuals	134,067.57	16,399.35	14,481.46	\$ 164,948.38
Encumbrances	-	2,458.23	3,900.00	\$ 6,358.23
Remaining Budget	107,769.15	54,842.42	20,448.54	\$ 183,060.11
Total Budget	\$ 241,836.72	\$ 73,700.00	\$ 38,830.00	\$ 354,366.72

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Pool	164,948.38	6,358.23	183,060.11	\$ 354,366.72
Total	\$ 164,948.38	\$ 6,358.23	\$ 183,060.11	\$ 354,366.72

Shawnee Municipal Authority

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Intergovernmental Rev	-	68,609.89	(68,609.89)
Licenses and Permits	25,460.00	10,828.00	14,632.00
Charges for Services	14,254,668.00	5,082,243.11	9,172,424.89
Interest Income	35,000.00	15,796.61	19,203.39
Other Revenues	3,922,029.80	1,079,649.38	2,842,380.42
Transfers In	1,979,713.21	-	1,979,713.21
Total	\$ 20,216,871.01	\$ 6,257,126.99	\$ 13,959,744.02

Expenditures:

Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Capital Outlay	Debt Service	Transfers	Total
YTD Actuals	863,922.04	259,825.44	1,773,029.85	622,425.85	220,666.91		\$ 3,739,870.09
Encumbrances		119,389.17	724,660.13	48,900.00			\$ 892,949.30
Remaining Budget	2,010,732.16	315,725.39	4,475,814.67	1,580,717.95	2,125,326.18	4,866,000.00	\$ 15,374,316.35
Total Budget	\$ 2,874,654.20	\$ 694,940.00	\$ 6,973,504.65	\$ 2,252,043.80	\$ 2,345,993.09	\$ 4,866,000.00	\$ 20,007,135.74

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Utility Billing	183,939.70	41,405.38	433,413.72	\$ 658,758.80
Utility Administration	1,585,757.35	427,538.97	3,803,466.94	\$ 5,816,763.26
Lake Operations	2,708.51	7,350.00	144,791.49	\$ 154,850.00
Water Production	400,994.55	173,500.67	868,132.53	\$ 1,442,627.75
Water Distribution	844,241.95	133,129.02	1,373,584.57	\$ 2,350,955.54
North Sewer Treatment Plt	135,175.67	61,286.51	378,271.97	\$ 574,734.15
South Sewer Treatment Plt	190,454.31	36,210.21	519,686.51	\$ 746,351.03
Sewer Collection	175,959.38	12,528.54	861,614.23	\$ 1,050,102.15
Debt Service	220,666.91	-	2,125,326.18	\$ 2,345,993.09
Transfers Out			4,866,000.00	\$ 4,866,000.00
Total	\$ 3,739,898.33	\$ 892,949.30	\$ 15,374,288.14	\$ 20,007,135.77

Shawnee Airport Authority

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Intergovernmental	1,023,439.80	104,189.00	919,250.80
Rental Revenues	284,002.70	71,103.68	212,899.02
Other Revenues	218,350.00	44,276.68	174,073.32
Transfers In	92,460.00	62,460.00	30,000.00
Total	\$ 1,618,252.50	\$ 282,029.36	\$ 1,336,223.14

Expenditures:

Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Capital Outlay	Total
YTD Actuals	59,304.89	38,556.90	25,340.79	61,473.15	\$ 184,675.73
Encumbrances	0	201,419.23	19,277.71	213,300.00	\$ 433,996.94
Remaining Budget	141,277.80	6,373.87	72,878.50	779,048.85	\$ 999,579.02
Total Budget	\$ 200,582.69	\$ 246,350.00	\$ 117,497.00	\$ 1,053,822.00	\$ 1,618,251.69

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Airport	183,050.73	433,996.94	1,001,204.02	\$ 1,618,251.69
Total	\$ 183,050.73	\$ 433,996.94	\$ 1,001,204.02	\$ 1,618,251.69

Workers' Compensation Self-Insurance Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Other Revenues	0.00	6,962.64	(6,962.64)
Transfers In	809,683.00	99,900.89	709,782.11
Total	\$ 809,683.00	\$ 106,863.53	\$ 702,819.47

Expenditures:

Breakdown by Account Group

	Other Services & Charges	Total
YTD Actuals	120,478.43	\$ 120,478.43
Encumbrances		\$ -
Remaining Budget	689,204.51	\$ 689,204.51
Total Budget	\$ 809,682.94	\$ 809,682.94

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Workers' Comp Self-	120,478.43		689,204.51	\$ 809,682.94
Total	\$ 120,478.43	\$ -	\$ 689,204.51	\$ 809,682.94

Library Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Transfers In	97,802.63	30,190.72	67,611.91
Total	\$ 97,802.63	\$ 30,190.72	\$ 67,611.91

Expenditures:

Breakdown by Account Group

	Personnel Services	Materials and Supplies	Other Services & Charges	Total
YTD Actuals	11,421.74	636.43	10,965.61	\$ 23,023.78
Encumbrances	-	1,000.00	1,102.11	\$ 2,102.11
Remaining Budget	20,620.87	2,743.57	49,312.28	\$ 72,676.72
Total Budget	\$ 32,042.61	\$ 4,380.00	\$ 61,380.00	\$ 97,802.61

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Library	23,023.78	2,102.11	72,676.72	\$ 97,802.61
Total	\$ 23,023.78	\$ 2,102.11	\$ 72,676.72	\$ 97,802.61

Cemetery Perpetual Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Transfers In	4,000.00	3,088.12	911.88
Total	\$ 4,000.00	\$ 3,088.12	\$ 911.88

Expenditures:

Breakdown by Account Group

	Other Services & Charges	Capital Outlay	Total
YTD Actuals	-	-	\$ -
Encumbrances	-	-	\$ -
Remaining Budget	4,500.00	20,000.00	\$ 24,500.00
Total Budget	\$ 4,500.00	\$ 20,000.00	\$ 24,500.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Cemetery			24,500.00	\$ 24,500.00
Total	\$ -	\$ -	\$ 24,500.00	\$ 24,500.00

Gifts & Contributions Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Gifts and Donations	-	13,506.97	(13,506.97)
Total	\$ -	\$ 13,506.97	\$ (13,506.97)

Expenditures:

Breakdown by Account Group

	Materials and Supplies	Total
YTD Actuals	3,786.39	\$ 3,786.39
Encumbrances	-	\$ -
Remaining Budget	-3,786.39	\$ (3,786.39)
Total Budget	\$ -	\$ -

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Animal Shelter	3,786.39	-	(3,786.39)	-
Total	3,786.39	-	(3,786.39)	-

Sister Cities Fund

REVENUES:

Breakdown by Source

Source	Projected Revenue	Current Collections	Uncollected
Other Revenue	15,000.00	-	15,000.00
Transfers In	15,000.00	-	15,000.00
Total	\$ 30,000.00	\$ -	\$ 30,000.00

Expenditures:

Breakdown by Account Group

	Other Services & Charges	Total
YTD Actuals	-	\$ -
Encumbrances	-	\$ -
Remaining Budget	30,000.00	\$ 30,000.00
Total Budget	\$ 30,000.00	\$ 30,000.00

Breakdown by Department

Department	YTD Actuals	Outstanding Encumbrances	Remaining Budget	Total Budget
Sister Cities	-	-	30,000.00	\$ 30,000.00
Total	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00