

4/27/2021

AGENDA

MEETING PACKET



City of Blanchard
CITY COUNCIL

CITY COUNCIL

Eddie Odle ~ At-Large Councilman

Joe Davis ~ Ward 1 Councilman

Michael Scalf ~ Ward 2 Councilman

Albert Ryans ~ Ward 3 Councilman

Chuck Kemper ~ Ward 4 Councilman

STAFF

Robert L. Floyd ~ City Manager

David L. Perryman ~ City Attorney

Kenny Sullivan ~ City Engineer

Emily Pehrson ~ Public Works Director

Diana Daniels ~ City Clerk

Daniel Ofsthun ~ Finance Director



AGENDA

A notice is hereby given of a regular meeting to be held at the Municipal Court House, 300 N. Main Street, Blanchard, Oklahoma, in accordance with the Oklahoma Open Meeting Act for the purpose of discussion, consideration and possible action on the following Agenda items.

**BLANCHARD CITY COUNCIL
REGULAR MEETING
TUESDAY, 27 APRIL 2021
6:00 P.M.**

This Agenda was posted in prominent public view on the City's website at www.cityofblanchard.us on or before 5:00 p.m., Friday, the 23rd day of April, 2021, in accordance with the Oklahoma Open Meeting Act.

Diana Daniels

City Clerk

A. MEETING CONVENED

1. CALL TO ORDER BY CITY ATTORNEY:
2. INVOCATION:
3. PLEDGE OF ALLEGIANCE:
4. ROLL CALL BY CITY CLERK:
5. DETERMINATION OF QUORUM:
6. ADMINISTER OATH OF OFFICE BY CITY ATTORNEY TO:
 - a. Joe Davis, Councilman, Ward 1;
 - b. Albert Ryans, Councilman, Ward 3;
 - c. Chuck Kemper, Councilman, Ward 4; and
 - d. Eddie Odle, Councilman, At-Large
7. NOMINATION AND APPOINTMENT OF:
 - a. Mayor to serve the next two (2) years; and
 - b. Vice-Mayor to serve the next two (2) years.
8. PROCLAMATIONS/CITATIONS:
 - a. International Firefighter Day - May 4, 2021.

B. BUSINESS AGENDA

THE FOLLOWING ITEM(S) ARE HEREBY DESIGNATED FOR INDIVIDUAL ACTION AS DEEMED APPROPRIATE:

1. PUBLIC HEARING.

Open, conduct and close Public Hearing to receive public comments on the Planning Commission's recommendation to deny a proposed Rezoning Application by:

Applicant: Carl D. Crowley & Gregory D. Crowley

Location: Appx. 10 acres at the NE intersection of SW 7th St & Eisenhower Ave

Zoning: S-1, Suburban District

Proposed Use: A-1, Agricultural District

Legal: SW/4 SE/4 SW/4 of Section 25 T8N R5W

2. ORDINANCE.

Discussion and vote on a motion adopting Ordinance No. ____ approving the reclassification of property from the S-1, Suburban District to the A-1, Agricultural District; declaring a Repealer; providing for Severability; and Emergency Clause voted separately.

3. **EMERGENCY CLAUSE.**
Discuss and vote on a motion adopting an Emergency Clause for Ordinance No. ____ approving the reclassification of property from the S-1, Suburban District to the A-1, Agricultural District [required 4 out of 5 votes for passage].
4. **RESOLUTION.**
Discuss and vote on a motion approving Resolution No. 2021-____ authorizing certain officers of the City to sign checks, checking and savings accounts, MMDA accounts and other investments and transfers, as necessary; and authorizing certain officers of the City access to the safety deposit boxes.
5. **RESOLUTION.**
Discuss and vote on a motion approving Resolution No. 2021-____ authorizing street lite installations based upon the Street Light Investigations attached.
6. **RESOLUTION.**
Discuss and vote on a motion adopting Resolution No. 2021-____ of the City of Blanchard, Oklahoma, making appointments to the Blanchard Economic Trust Authority (BETA) for two members of the Blanchard City Council to serve on the Board of Trustees for a new 2-year term.
7. **RESOLUTION.**
Discuss and vote on a motion adopting Resolution No. 2021-____ of the City of Blanchard, Oklahoma, creating an ad hoc committee and making appointments to the Road Review Committee.
8. **RESOLUTION.**
Discuss and vote on a motion adopting Resolution No. 2021-____ approving Memorandum of Understanding (MOU) with the Oklahoma Department of Wildlife Commission; and authorizing the City Manager to sign.
9. **RESOLUTION.**
Discuss and vote on a motion adopting Resolution No. 2021-____ approving annual renewal of Agreement with Crawford and Associates to provide financial consulting services for one (1) year for Fiscal Year 2021-2022; and authorizing the Mayor to sign.

10. **RESOLUTION.**
Discuss and vote on a motion adopting Resolution No. 2021-____ approving the annual renewal of the Agreement with Pioneer Library System for library services, facilities and maintenance of Blanchard Public Library; and authorizing the Mayor to sign.
11. **RESOLUTION.**
Discuss and vote on a motion adopting Resolution No. 2021-____ nominating and appointing 3-members from the City Council to the ACOG Intermodal Transportation Policy Committee serving a 2-year term as 1-Board Member and 2-Alternate Board Members.
12. **RESOLUTION.**
Discuss and vote on a motion approving Resolution No. 2021-____ renaming a street to Lowry's Circle in honor of a local citizen.
13. **CHANGE ORDER.**
Discuss and vote on a motion approving Change Order deducting \$110,402 for concrete paving and final site prep from the original contract with TCS and issuing a Purchase Order to turningPoint for exact same amount for concrete paving and final site prep.
14. **SPECIAL EVENT PERMITS.**
Discuss and vote on a motion approving Special Event Permit for the Blanchard Chamber of Commerce having a "Beer Garden" during May Daze on May 14th, 15th and 16th, 2021; and the Parks Department for a City-wide Crawfish Boil either on Saturday, May 8th or 22nd in Lions Park.
15. **SPECIAL MEETINGS.**
Discuss and vote on a motion approving Joint Special Meetings of the City Council and Board of Trustees of the BMIA to conduct a work/study session(s) regarding the FYE2022 Budget.
16. **DEBT WRITE-OFF.**
Discuss and vote on a motion accepting the Municipal Judge's recommendation to "write off" a total of \$2,134.00 in court fines, warrant fees and court costs assessed against two (2) defendants in municipal court due to their death.
17. **BLANCHARD 9-1-1 PSAP.**
Discuss pending transition of Blanchard 911 PSAP from Contract and Support of the McClain County 911 Trust Authority to the Contract and

Support of the 911 Association of Central Oklahoma Governments (ACOG); and Take appropriate action on issues related to the termination of the relationship with the McClain County 911 Trust Authority and on issues related to facilitating the contractual transition to 911-ACOG. Matters subject to consideration and action include but may not be limited to the Amendment of the Contract between Blanchard and the McClain County 911 Trust Authority from an annually renewable Contract requiring notice of termination sixty (60) days' prior to the fiscal year to a month to month contract terminable on thirty (30) days' notice and to authorize the reassignment of 911 funds from the McClain County 911 Trust Authority to the 911 Association of Central Oklahoma Governments and the month to month payment of compensation to the McClain County 911 Trust Authority during the transitional period and ownership and disposition of current Blanchard PSAP equipment and discussion and determination of financial issues related to said equipment and other matters related to said proposed transition.

18. IMPOUNDMENT LOT.

Mayor's request to discuss and vote on a motion approving the installation and operations of a municipal owned impoundment lot.

C. **CONSENT AGENDA**

The following item(s) are hereby designated for approval, acceptance or acknowledgment by one motion, SUBJECT to any conditions included therein. If any item(s) do not meet with the approval of all members, that item(s) will be heard in regular order:

1. **APPROVAL** of regular meeting minutes of 23 March 2021.
2. **ACKNOWLEDGE** payment of FYE2021 Claims/Expenditures in the total amount of \$977,321.87.
3. **ACKNOWLEDGE** payment of 2021 Payrolls in the total amount of \$131,484.16.
4. **ACCEPTANCE** of March 2021 Treasury Report.
5. **ACKNOWLEDGE** the Transfer of April 2021 Sales Tax as per Budget.

D. **CONSENT ITEM REMOVAL**

Discussion, consideration and take appropriate action re: any item(s) removed from the Consent Docket.

E. PUBLIC COMMENTS

Comments from the general public [limited to 3-minutes per speaker] for a total of 15-minutes on City related NON-AGENDA items. Preference will be given to Blanchard citizens and NO FORMAL ACTION will be taken.

F. COUNCIL/STAFF COMMENTS

This item is listed to provide an opportunity for the city council and/or city staff to make comments and/or request specific agenda items. NO ACTION will be taken.

G. EXECUTIVE SESSION

This item is listed to provide an opportunity for the city council to discuss the following items in Executive Session. Any action taken by the City Council on the below matter(s) will be in Open Session at the conclusion of the Executive Session with a public vote thereon.

1. Motion to go into Executive Session to discuss ONLY the following item(s):
 - a. the expenditure of public funds for purposes of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within the Blanchard jurisdiction, if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business [pursuant to Title 25 O.S. §307(C)(10)].
 - b. confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest [pursuant to Title 25 O.S. §307(B)(4)].
2. Reconvene in Open Session.

3. Motion to take appropriate action regarding Agenda Item G-1(a) and/or G-1(b).

H. FURTHER INFORMATION

1. REPORTS ~ Sales/Use Tax.
2. REPORTS ~ 2021 Attendance.
3. REPORTS ~ Departmental.

I. ADJOURNMENT

MEETING CONVENED

- **Called to Order**
 - **Invocation**
 - **Pledge of Allegiance**
 - **Roll Call**
 - **Quorum Determinations**
 - **Oath of Office**
 - **Nomination & Appointment of Mayor
& Vice Mayor**
 - **Proclamations / Citations**
-



Blanchard

Proclamation

Whereas, Firefighters dedicate their lives to the protection of life and property; and

Whereas, sometimes that dedication is in the form of countless hours volunteered over many years; and

Whereas, almost eighty-two (81.6%) percent of all fire departments in the United States are comprised of volunteer firefighters; and

Whereas, the International Firefighters' Day (IFFD) is a time where the city's community can recognize and honor the sacrifices that firefighters make to ensure that this community and its' environment are as safe as possible; and

Whereas, the International Firefighters' Day is observed each year on May 4th; and

Whereas, on this date is a time to remember the past firefighters who have sacrificed their lives while serving their community or dedicated their lives in protecting the safety of us all; and

Now Therefore, I, Eddie Odle, serving as Mayor of the City of Blanchard, Oklahoma, do hereby proclaim Tuesday, May 4th, as:

'International Firefighters Day'

in Blanchard by showing our support and appreciation to the Blanchard Firefighters who continue to protect us so well throughout the year.

Given Under My Hand and the Seal of the City of Blanchard, on this 27th day of April, 2021.

Diana Daniels, City Clerk

Eddie Odle, Mayor



BUSINESS AGENDA

BUSINESS AGENDA

B-1



Council Agenda

Business Item No. B-1

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: PUBLIC HEARING ~ Zoning Reclassification.

BACKGROUND:

Open, conduct and close Public Hearing to receive public comments on the Planning Commission's recommendation to deny a proposed Rezoning Application submitted by:

Applicant: Carl D. Crowley & Gregory D. Crowley

Location: Appx. 10 acres at the NE intersection of SW 7th St & Eisenhower Ave

Zoning: S-1, Suburban District

Proposed Use: A-1, Agricultural District

Legal: SW/4 SE/4 SW/4 of Section 25 T8N R5W

The Blanchard Planning Commission held their public hearing on Thursday, April 8th. They heard testimony from the applicants and several residents that were opposed to the reclassification. After hearing said testimony, the Planning Commission voted upon and adopted Resolution No. 2021-07 recommending to the City Council the denial of the zoning reclassification of said property from the S-1, Suburban District to the A-1, Agricultural District.

FISCAL IMPACT:

None

LEGAL REVIEW:

N/A Required Completed Date: _____

ACTION NEEDED:

Open, Conduct and Close Public Hearing.

EXHIBITS:

PC Resolution No. 2021-07.

Public Hearing Notice.

Zoning Application.

RESOLUTION NO. 2021-07

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF BLANCHARD, OKLAHOMA, RECOMMENDING DENIAL OF AN APPLICATION TO INCLUDE ADDITIONAL TERRITORY WITHIN THE A-1, AGRICULTURAL DISTRICT; AND TO DELETE SUCH PROPERTY FROM THE S-1, SUBURBAN DISTRICT.

WHEREAS, Carl D. Crowley and Gregory D. Crowley, owners, filed an application requesting a zoning reclassification of land from the S-1, Suburban District to the A-1, Agricultural District on property located at:

The Southwest Quarter of the Southeast Quarter of the Southwest Quarter (SW/4 SE/4 SW/4) of Section Twenty-Five (25), Township Eight (8) North, Range Five (5) West, I.M. Grady County, Oklahoma.

WHEREAS, the Commission held their Public Hearing on said Application at their regular meeting on Thursday, April 8th, 2021 to solicit general input in accordance with Section 21-1012 of the Blanchard Code of Ordinances and Title 11 O.S. Section 43-104; and

WHEREAS, at said hearing, upon considering all testimony and arguments, if any, of all interested persons owning property within a three-hundred (300) foot radius of said parcel, the Commission voted to recommend denial of said Application to A-1, Agricultural District; and

WHEREAS, the Planning Commission did make the following findings to recommend such denial of said Zoning Application to the City Council:

1. NOT Consistent with General Plan
The Zoning Reclassification to A-1, Agricultural District to be inconsistent with the goals, objectives and policies of the City's Updated 2020 Comprehensive Plan, as the Future Land Use is classified to be Low-Density Residential, described as Single –Family homes on 1-2.5 acre tracts of land.
2. Public Welfare
Approval of this Zoning Reclassification to A-1, Agricultural District WOULD create conditions that would be materially detrimental to the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Blanchard, that:

SECTION 1. That the above recitations are true and constitute the Findings of the Planning Commission in this case.

SECTION 2. That the Planning Commission does hereby recommend to the City Council the denial of the Zoning Application for reclassification of property to A-1, Agricultural District.

ADOPTED and **APPROVED** on this 8th day of April, 2021, by the Planning Commission of the City of Blanchard, at a public meeting held in compliance with the Oklahoma Open Meeting Act, by the following vote:

AYES: **Tompkins, Smith, Ward, Franklin, Short**

NAYS: **None**

ABSENT: **None**

/s/ Jeff Tompkins

Chairman

ATTEST: **(Seal)**

/s/ Diana Daniels

Secretary

NOTICE OF PUBLIC HEARING ON REQUEST FOR REZONING

An Application to Re-zone property from S-1 to A-1 from Carl D. Crowley and Gregory D. Crowley on the following described property, to wit:

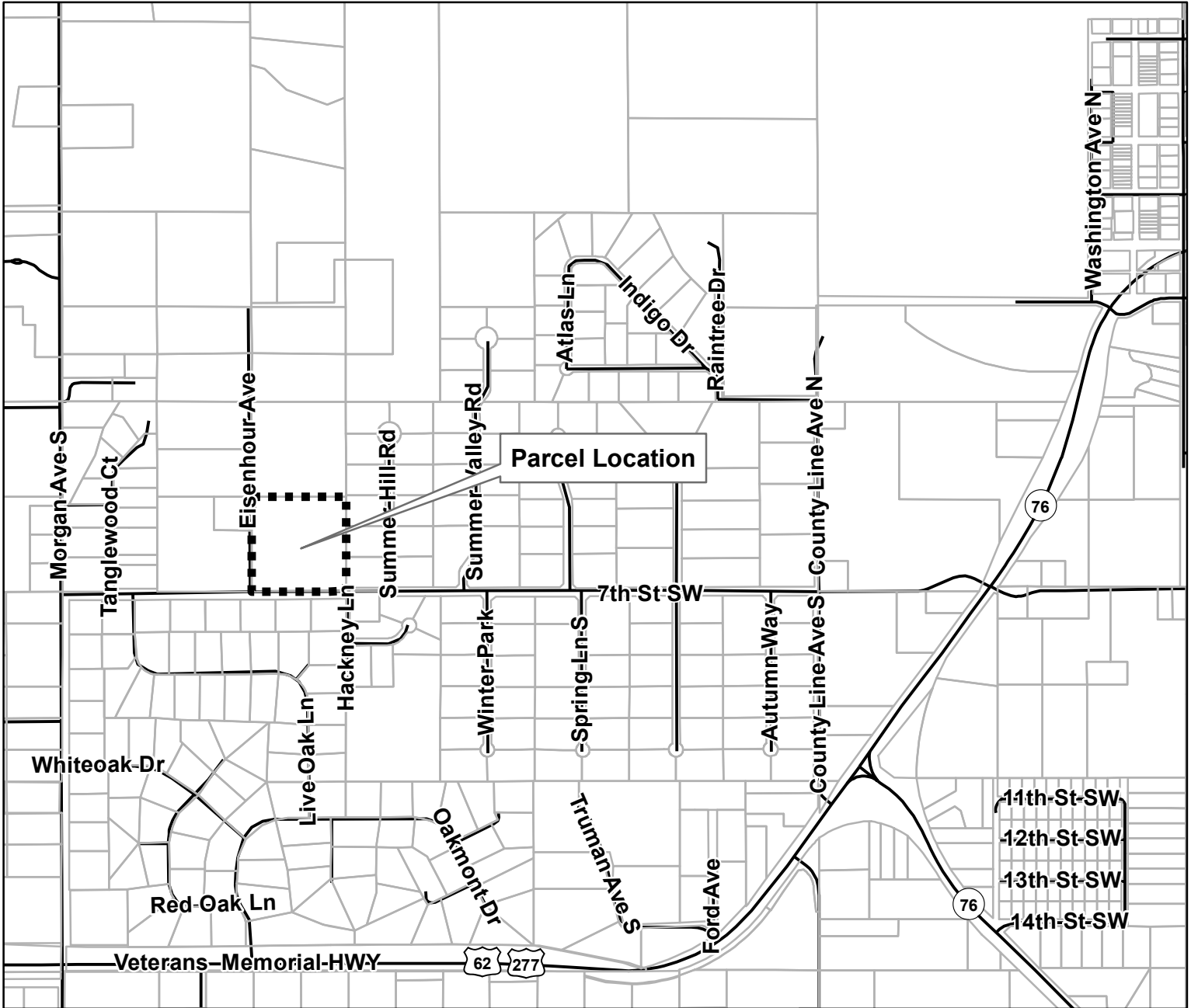
The Southwest Quarter of the Southeast Quarter of the Southwest Quarter (SW/4 SE/4 SW/4) of Section Twenty-Five (25), Township Eight (8) North, Range Five (5) West, I.M. Grady County, Oklahoma.

The Blanchard Planning Commission will hold a “Public Hearing” on said Application at 6:30 p.m. on April 8th, 2021, at the Blanchard Municipal Courthouse , 300 N. Main, Blanchard, Oklahoma, at its regularly scheduled meeting.

The Blanchard City Council will also conduct a “Public Hearing” at 6:00 p.m. on April 27th, 2021 during its regularly scheduled meeting at Blanchard Municipal Courthouse, 300 N. Main, Blanchard, Oklahoma, IF the Planning Commission’s recommendation is in favor of approving the rezoning request, at which time an ordinance amending the Zoning Code may be voted upon.

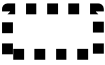


Ryan Conner, City Planner
405-485-9392 x112
cityplanner@cityofblanchard.us

City of Blanchard Planning Commission
Applicant: Carl D. Crowley & Gregory D. Crowley
SW/4 SE/4 SW/4 of Section 25 T8N R5W
Rezoning Request: S-1 to A-1



Disclaimer: This product is for informational purposes only and it is NOT suitable for legal, engineering, or surveying purposes. The City of Blanchard does not assume any responsibility for any errors, deficiencies, defects, omissions, or inaccuracies in the data.

Legend

-  Crowley Parcel
-  Blanchard Parcels
-  Roads



City of Blanchard 122 N. Main Street Blanchard, OK 73010		
Date:	Scale:	Drawn By:
APR 2021	N/A	R. Conner

Zoning Reclassification Report

DATE: 8 April 2021

TO: Blanchard Planning Commission

RE: Rezoning Application filed by Carl D. Crowley & Gregory D. Crowley

Application

APPLICANT: Carl D. Crowley & Gregory D. Crowley

OWNER: Same as applicant

LOCATION: Appx. 10 acres at the NE intersection of SW 7th St and Eisenhour Ave.

ZONING (Current): S-1, Suburban District

ZONING (Proposed): A-1, Agricultural District

LEGAL: See attached documents

Background

The subject property is located at the NE intersection of SW 7th St and Eisenhour Ave in the Grady County portion of City Limits. The properties along Eisenhour Ave, including this tract, are not within a platted subdivision like the surrounding properties located within Summerfield III to the East and Oakmont across 7th St to the South. The subject property contains approximately 10 acres of vacant land and is zoned S-1, consistent with the zoning given upon annexation by Ordinance 2004-12. All of the surrounding properties are also zoned S-1.

The reason for the rezoning request on the applications states “to build a church” which is consistent with the intention as described to staff by a potential buyer for the property if successfully rezoned. A-1, Agricultural allows for a “Church, synagogue, or temple, including Sunday School facilities” in Section 21-712 – Table of Permitted Uses in A-1 District of the Zoning Regulations. In the Future Land Use Plan in the 2020 Comprehensive Plan Update, all of the area in this region, including the subject property, calls for Low-Density Residential, which is defined as single family homes on 1-2.5 acre tracts of land.

The property is located more than 300 ft away from water or sanitary sewer services. Eisenhour Ave is a private road while SW 7th St is a Section Line Road maintained by the City.

There have not been written protests to date, but staff has fielded several phone calls with opposition and concern for the request. Most complaints have shown concern for this being development other than residential on the property. The concerns have also brought up potential issues related to traffic on Eisenhower Ave, which is a private road.

Site Location & Description

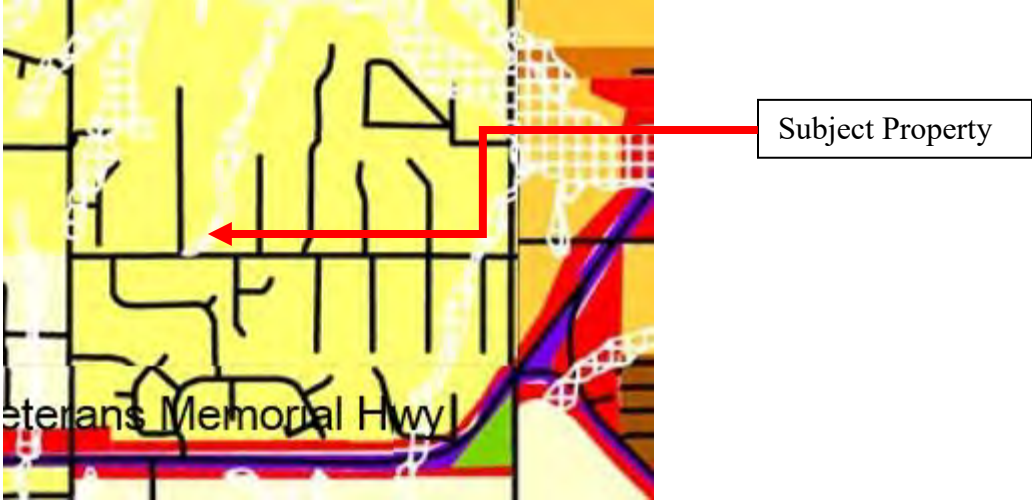
The property is located in the SW/4 of Section 25, Township 8 North, Range 5 West of the Indian Meridian, Grady County, Oklahoma.

Public Notification

Pursuant to Municipal Code Section 21-1012, notice to the public hearing was mailed to all owners and residential and commercial owners of property located within a 300' radius of the subject property and published in the Blanchard News prior to the hearing. In addition, a sign was posted upon the property prior to the hearing.

Zoning Code & General Plan Conformance

The current land use of the property is agricultural and undeveloped land (see Page 25, 2020 Comprehensive Plan Update). The Future land use of the subject property is designated Low Density Residential (1-2.5 acre tracts).



Utilities

The subject property is not located within 300 ft from water or sanitary sewer services.

Protest of Application

No written protests have been filed to date. Several phone calls with inquiry and opposition to the proposed rezoning have been taken by the City Planner.

Attachments

- A. Application
- B. Location Map

Ryan M. Conner, City Planner



City of Blanchard

Zoning Reclassification Application (REZONING) - Page 1

Present Zoning Classification: S-1 Requested Zoning Classification: A-1

Street Address: CORNER OF 7TH ST & EISENHOWER AVE. City, ST, ZIP: BLANCHARD, OK 73010

Please attach the legal description of the property.

Property Owner Information

Property Owner Name(s): CARL D. CROWLEY GREGORY D CROWLEY

If a corporation, corporate official name and seal: _____

Mailing Address: P.O. Box 302 City, ST, ZIP: ANTHONY, KS. 67003

Phone: 405-250-2596 Fax: _____ Email: crowleycattico@gmail.com

Billing Information (for billing legal advertising and notification and notification costs, if not property owner mailing address): Name: _____

Address: SAME City, ST, ZIP: _____

Additional Information

Current use of property to be rezoned: PASTURE

Reason for rezoning request: TO BUILD A CHURCH

Are there any deed restrictions or restrictive covenants that would affect the use of this property? If so, please describe briefly below and attach: NO

Has applicant applied for rezoning of this property in the past? If so, please attach a description.

AUTHORIZED REPRESENTATIVE: I hereby certify that I am authorized to represent all of the property owners of the above described tract in this application. A power of attorney is attached.

Name: Gregory D Crowley Address: P.O. Box 302

Signature: GREGORY D CROWLEY City, ST, ZIP: ANTHONY, KS 67003 Telephone: 405-250-2596

their property and/or within one-thousand (1,000) feet of a school zone or school property. (Ord. No. 2002-09, 11/20/2002; Ord. No. 2005-12, 6/14/2005; Ord. No. 615, 7/28/15)

§ 21-705 REPEALED. (Ord. No. 2005-12, 6/14/2005; Ord. No. 650, 2/28/17)

DIVISION II

A-1, AGRICULTURAL DISTRICT

- § 21-711 General description.
- § 21-712 Uses permitted.
- § 21-713 Area and height regulations.
- § 21-714 Repealed.

§ 21-711 GENERAL DESCRIPTION.

The regulations for the agricultural zoning district are designed to protect undeveloped areas from intensive uses until a use pattern is approved.

§ 21-712 USES PERMITTED.

The permitted uses in the agricultural district are set forth in the table below. Where the letter "x" appears on the line of a permitted use and in the proper column of a district, the listed use is permitted in that district subject to the general provisions of the zoning ordinance as set forth in the preceding sections. Where the letter "p" appears instead of the letter "x", this use is permitted subject to acquiring a conditional use permit as set forth in §21-921 et seq.

TABLE OF PERMITTED USES IN A-1 DISTRICT

PERMITTED USES	
Airway beacon or marker	x
Animal hospital (with or without outside runs)	x
Apiary	x
Arboretum or botanical garden	x
Boarding or training animals	x
Carnival, circus, tent revival or similar temporary open-air enterprise	x
Cemetery	x
Child Care Center	x
Child Care Home	x
Church, synagogue or temple, including Sunday School facilities	x
Civil defense and related activities facility	x
College, junior college, professional school, or university: public or equivalent private: Stadium or field house: other facilities	x

Convalescent, maternity or nursing home	x
Dairy farm; egg farm	x
Farm for raising dogs, cattle, goats, horses, sheep, rabbits, or poultry	x
Field crop farm	x
Fire protection and related activities facility	x
Fishery	x
Flood control works	x
Fruit, tree nut, or vegetable farm	x
Gas pipeline right-of-way	x
Gas pressure control station	x
Golf course: public or private	x
Growing and harvesting of trees	x
Home Occupation	x
Horticultural specialty farm, including greenhouse	x
Library: private, nonprofit and public other than branch	x
Mining, quarrying and earth extractions	x
Mobile Home (free standing)	x
Monastery, convent or novitiate	x
Nursery (trees and shrubs)	x
Park, playground or tot lot: public	x
Parish house, parsonage or rectory	x
Petroleum pipeline or pressure control station	x
Pipeline right-of-way or pressure control station	x
Police protection and related activities facility	x
Postal services facility	x
Public stable	x
Radio transmitting station or tower, other than amateur	x
Railroad right-of-way (excluding switching and marshaling yards)	x
Religious retreat facility	x
Retail sale of farm products sold on premises	x
School, elementary: public or equivalent private	x
School, secondary: public or equivalent private	x
Sewage pressure control station	x
Sewage treatment plant or sludge drying bed	x
Single-family detached dwelling	x
Skating rink: public	x
Solid waste disposal facility	x
Swimming pool: public	x
Telegraph transmitting or receiving station or right-of-way	x
Telephone exchange station, relay tower or right-of-way	x
Television transmitting station or relay tower	x
Tennis courts: public	x
Veterinarian treating animals on premises	x
Water pipeline right-of-way, treatment plant, storage facility or pressure control station	x
Wildlife area (public)	x
Zoological garden: public	x

BUSINESS AGENDA

B-2



Council Agenda

Business Item No. B-2

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: ORDINANCE ~ Zoning Reclassification (Crowley).

BACKGROUND:

An Ordinance of the City of Blanchard, Oklahoma, amending the Zoning Ordinance of the City of Blanchard, Oklahoma, as amended, to include additional territory within the A-1, Agricultural District; to delete such property from the S-1, Suburban District; Providing for entering such amendments upon the Official Zoning Map; Providing for Severability; declaring Repealer; and declaring an Emergency separately.

FISCAL IMPACT:

Cost of publication shall be borne by the applicant.

LEGAL REVIEW:

N/A Required Completed Date: _____

ACTION REQUESTED:

Discussion and vote on a motion adopting Ordinance No. ____, as desired or accepting the Planning Commission's recommendation denying said Zoning Reclassification.

EXHIBITS:

Pending.

BUSINESS AGENDA

B-3



Council Agenda

Business Item No. B-3

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: EMERGENCY CLAUSE ~ Ordinance.

BACKGROUND:

The Oklahoma Supreme Court have upheld state statutes regarding the adoption of an Emergency Clause upon the adoption of an ordinance by the municipal governing body. The Court's ruling only requires that the ordinance itself must declare that an emergency exists in order to preserve the health, safety and welfare of the citizens of the City of Blanchard.

The passage of such an Emergency Clause requires four (4) out of five (5) votes and must be voted upon separately from the ordinance itself and upon adoption becomes effective on the date of publication in the local newspaper. All ordinances are required to be published within fifteen (15) days from the date of adoption.

The non-passage of the Emergency Clause, causes the effective date to be thirty (30) days from the date of publication.

FISCAL IMPACT:

Cost to publish in the local newspaper within fifteen (15) days from adoption.

LEGAL REVIEW:

N/A Required Completed Date: _____

ACTION REQUESTED:

Discussion and vote on a motion adopting an Emergency Clause for Ordinance No. _____.

EXHIBITS:

None.

BUSINESS AGENDA

B-4



Council Agenda

Business Item No. B-4

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: RESOLUTION ~ Signatures.

BACKGROUND:

Due to the Municipal Election on Tuesday, April 6th, and in accordance with Section 1-301 of the Blanchard Municipal Code in the appointment of a Mayor and Vice-Mayor to serve a new 2-year; and the appointment of Diana Daniels as the new City Clerk of the City of Blanchard necessitates new signatures for signing of ALL checks, checking and savings accounts, MMDA accounts and other necessary investments of the City.

Therefore, a revised Resolution is included authorizing and requiring a combination of two (2) signatures from the Mayor or Vice-Mayor and City Clerk or Finance Director.

FISCAL IMPACT:

None.

LEGAL REVIEW:

N/A Required Completed Date: _____

ACTION REQUESTED:

Discussion and vote on a motion adopting Resolution No. 2021-____.

EXHIBITS:

Resolution No. 2021-____.

RESOLUTION NO. 2021-____

A RESOLUTION OF THE CITY OF BLANCHARD, OKLAHOMA, AUTHORIZING CERTAIN OFFICERS OF THE CITY TO SIGN CHECKS, CHECKING AND SAVINGS ACCOUNTS, MMDA ACCOUNTS AND OTHER INVESTMENTS AND TRANSFERS, AS NECESSARY; AND AUTHORIZING CERTAIN OFFICERS ACCESS TO THE SAFETY DEPOSIT BOXES.

WHEREAS, the following elected officials and appointed officers listed below are public officials and acting within the scope of authority granted by the City Ordinances and State Statutes on behalf of the City of Blanchard, Oklahoma; and

WHEREAS, these same public officials of said City also serve as the officers of the Blanchard Municipal Improvement Authority, a public trust, which said City is the “Beneficiary”; and

WHEREAS, it is necessary to authorize the signing of financial transactions by any one (1) of the two (2) elected officials in the absence of the other so authorized to sign as stated in Section 1 below; and

WHEREAS, it is necessary to authorize the signing of financial transactions by any one (1) of the two (2) appointed officers in the absence of the other so authorized to sign as stated in Section 2 below; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Blanchard, Oklahoma, to wit:

Section 1. That any one (1) of the following elected officials of the City are hereby authorized and required to sign all checks written from all checking and savings accounts, MMDA accounts and other investments and transfers of the City/BMIA subject to one (1) of the named City’s appointed official’s signature as shown in Section 2 below:

_____, Mayor/Chairman

_____, Vice-Mayor/Vice Chairman

Section 2. That any one (1) of the following appointed officers of the City are hereby authorized and required to sign all checks written from all checking and savings accounts, MMDA accounts and other investments and transfers of the City/BMIA subject to one (1) of the named City’s elected official’s signature as shown in Section 1 above:

Diana Daniels, City Clerk/Secretary

Daniel Ofsthun, Finance Director/City Treasurer

Section 3. That any two (2) of the following officers are hereby authorized access to the City/BMIA safety deposit boxes (if any):

Diana Daniels, City Clerk/Secretary
Daniel Ofsthun, Finance Director/City Treasurer
Robert L. Floyd, City/Trust Manager

ADOPTED and **APPROVED** by the City Council of the City of Blanchard, Oklahoma, on this 27th day of April, 2021.

Mayor

ATTEST: (Seal)

City Clerk

BUSINESS AGENDA

B-5



Council Agenda

Business Item No. B-5

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: RESOLUTION ~ Street Lites.

BACKGROUND:

We received requests for consideration of at least five (5) street lites to be installed at the intersections of:

1. 55th Street NW @ Kittyhawk Road;
2. 55th Street NW @ Mockingbird Lane;
3. Main Street @ Megan Drive;
4. Main Street @ Isabella Drive;
5. Main Street @ 25th Street NW.

These requests have been investigated and scored the following points:

1. 55th Street NW @ Mockingbird Lane scored 33 out of 35;
2. 55th Street NW @ Kittyhawk Road scored 31 out of 35;
3. Main Street @ Isabella Drive scored 23 out of 35;
4. Main Street @ 25th Street NW scored 20 out of 35;
5. Main Street @ Megan Drive scored 19 out of 35.

All locations are served by the Oklahoma Electric Coop (OEC). There currently exist 14 street lights in the Oasis Ranch Addition which are concrete poles for a cost of \$12.98 per light per month.

One street lite installed at the end of January after Council approval located on 55th Street at Quail Ridge Road at a cost of \$14 per month.

A normal street lite with a wooden pole runs \$7.98 per light per month.

A Resolution is attached outlining all five (5) locations.

FISCAL IMPACT:

Monthly cost of street lighting thru OEC at \$12.98 matching current lites and \$14.00 matching on 55th Street NW.

LEGAL REVIEW:

N/A Required Completed Date: _____

ACTION REQUESTED:

Discussion and vote on a motion adopting Resolution No. 2021-_____.

EXHIBITS:

Resolution No. 2021-_____.

RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY OF BLANCHARD, OKLAHOMA, FOR THE PURPOSE OF THE INSTALLATION OF CERTAIN STREET LIGHT(S) IN THE CITY OF BLANCHARD.

WHEREAS, street lights have been requested by Mike and Cari Cooper, 5440 Quail Ridge Road, to be installed at the intersection of Kitty Hawk Road at 55th Street NW and Mockingbird Lane at 55th Street NW [Ward 1]; and

WHEREAS, street lights have been requested by David Johnson, Senior Pastor of the First United Methodist Church, to be installed in Phase II of Oasis Ranch Addition; and

WHEREAS, said installation of street lights at major intersections, dead-end streets (cul-de-sacs), curves, bridges or other hazards, and secondary intersections should be a priority; and

WHEREAS, City staff have reviewed and evaluated the proposed location in accordance with these priorities for five (5) locations:

1. 55th Street NW at Mockingbird Lane;
2. 55th Street NW at Kitty Hawk Road;
3. Main Street at Megan Road
4. Main Street at Isabella Road; and
5. Main Street at 25th Street NW.

WHEREAS, following intersections scored the following out of a total of 35 points:

1. **33 points** for 55th Street NW at Mockingbird Lane;
2. **31 points** for 55th Street NW at Kitty Hawk Road;
3. **23 points** for Main Street at Megan Road
4. **20 points** for Main Street at Isabella Road; and
5. **19 points** for Main Street at 25th Street NW; and

WHEREAS, the City Council establishes the need for the installation of such street lights, in accordance with the stated priorities and highest scoring, at the following location(s):

1. One [1] Street Light at the secondary intersection of Mockingbird Lane (local street) and 55th Street NW (section line road) of said intersection; and
2. One [1] Street Light at the secondary intersection of Kitty Hawk Road (local street) and 55th Street NW) section line road of said intersection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Blanchard, Oklahoma, that the City Manager is hereby directed to request Oklahoma Electric Coop [OEC] to install said street lights at the above said location within the City limits of Blanchard.

ADOPTED and **APPROVED** on this 27th day of April, 2021.

Mayor

ATTEST: [City Seal]

City Clerk



City of Blanchard

Street Light Investigation

LOCATION: 55th NW & Mockingbird Lane

Date: 4/27/21

Investigation #: 21-002

STANDARD # OF POINTS	DESCRIPTION	RESPONSE	POINTS ALLOTTED
5 = High 3 = Med 1 = Low	Highest Nearby Housing Concentration (Comprehensive Plan)	High Density <input type="radio"/> Medium Density <input checked="" type="radio"/> Low Density <input type="radio"/>	3
2	Large Trees in Vicinity	Yes <input checked="" type="radio"/> No <input type="radio"/>	2
5 /building	Public Buildings in Vicinity (School, Place of Worship, etc.)	Quantity <u>0</u> x 5	0
2 /accident	Traffic record - last 3 years	Quantity <u>1</u> x 2	2
2 /crime	Crime record - last 3 years	Quantity <u>2</u> x 2	4
5	Dead-end or cul-de-sac	Yes <input checked="" type="radio"/> No <input type="radio"/>	5
5 = Hwy 4 = Sect. Line 3 = Local	Intersecting Street Type	Highway: <input type="radio"/> Section line: <input checked="" type="radio"/> Local road: <input type="radio"/>	4
2 /each > 500 ft	Distance each direction to nearest street light (applicable directions)	Mark directions greater than 500 ft N <input checked="" type="checkbox"/> E <input checked="" type="checkbox"/> S <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/>	8
2	Major Curve	Yes <input type="radio"/> No <input checked="" type="radio"/>	0
5 /each	Bridge or other Hazard	Quantity <u>1</u> x 5	5

Investigation Results

Total Points Allotted: 33

Approved:

Denied:

By: _____ Date: _____

Signature: _____

Traffic light ordered date: _____





City of Blanchard

Street Light Investigation

LOCATION: 55th NW & Kittyhawk Road

Date: 4/27/21

Investigation #: 21-003

STANDARD # OF POINTS	DESCRIPTION	RESPONSE	POINTS ALLOTTED
5 = High 3 = Med 1 = Low	Highest Nearby Housing Concentration (Comprehensive Plan)	High Density <input checked="" type="radio"/> Medium Density <input type="radio"/> Low Density <input type="radio"/>	5
2	Large Trees in Vicinity	Yes <input checked="" type="radio"/> No <input type="radio"/>	2
5 /building	Public Buildings in Vicinity (School, Place of Worship, etc.)	Quantity <u>0</u> x 5	0
2 /accident	Traffic record - last 3 years	Quantity <u>0</u> x 2	0
2 /crime	Crime record - last 3 years	Quantity <u>1</u> x 2	2
5	Dead-end or cul-de-sac	Yes <input checked="" type="radio"/> No <input type="radio"/>	5
5 = Hwy 4 = Sect. Line 3 = Local	Intersecting Street Type	Highway: <input type="radio"/> Section line: <input checked="" type="radio"/> Local road: <input type="radio"/>	4
2 /each > 500 ft	Distance each direction to nearest street light (applicable directions)	Mark directions greater than 500 ft N <input checked="" type="checkbox"/> E <input checked="" type="checkbox"/> S <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/>	8
2	Major Curve	Yes <input type="radio"/> No <input checked="" type="radio"/>	0
5 /each	Bridge or other Hazard	Quantity <u>1</u> x 5	5



Investigation Results

Total Points Allotted: 31

Approved:

Denied:

By: _____ Date: _____

Signature: _____

Traffic light ordered date: _____



City of Blanchard

Street Light Investigation

LOCATION: Main Street & Isabella

Date: 4/27/21

Investigation #: 21-005

STANDARD # OF POINTS	DESCRIPTION	RESPONSE	POINTS ALLOTTED
5 = High 3 = Med 1 = Low	Highest Nearby Housing Concentration (Comprehensive Plan)	High Density <input checked="" type="radio"/> Medium Density <input type="radio"/> Low Density <input type="radio"/>	5
2	Large Trees in Vicinity	Yes <input type="radio"/> No <input checked="" type="radio"/>	0
5 /building	Public Buildings in Vicinity (School, Place of Worship, etc.)	Quantity <u>0</u> x 5	0
2 /accident	Traffic record - last 3 years	Quantity <u>0</u> x 2	0
2 /crime	Crime record - last 3 years	Quantity <u>1</u> x 2	2
5	Dead-end or cul-de-sac	Yes <input checked="" type="radio"/> No <input type="radio"/>	5
5 = Hwy 4 = Sect. Line 3 = Local	Intersecting Street Type	Highway: <input type="radio"/> Section line: <input type="radio"/> Local road: <input checked="" type="radio"/>	3
2 /each > 500 ft	Distance each direction to nearest street light (applicable directions)	Mark directions greater than 500 ft N <input checked="" type="checkbox"/> E <input checked="" type="checkbox"/> S <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/>	8
2	Major Curve	Yes <input type="radio"/> No <input checked="" type="radio"/>	0
5 /each	Bridge or other Hazard	Quantity <u>0</u> x 5	0



Investigation Results

Total Points Allotted: 23

Approved:

Denied:

By: _____ Date: _____

Signature: _____

Traffic light ordered date: _____

Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



City of Blanchard

Street Light Investigation

LOCATION: Main Street & 25th NW

Date: 4/27/21

Investigation #: 21-006

STANDARD # OF POINTS	DESCRIPTION	RESPONSE	POINTS ALLOTTED
5 = High 3 = Med 1 = Low	Highest Nearby Housing Concentration (Comprehensive Plan)	High Density <input type="radio"/> Medium Density <input type="radio"/> Low Density <input checked="" type="radio"/>	1
2	Large Trees in Vicinity	Yes <input type="radio"/> No <input checked="" type="radio"/>	0
5 /building	Public Buildings in Vicinity (School, Place of Worship, etc.)	Quantity <u>0</u> x 5	0
2 /accident	Traffic record - last 3 years	Quantity <u>0</u> x 2	0
2 /crime	Crime record - last 3 years	Quantity <u>1</u> x 2	2
5	Dead-end or cul-de-sac	Yes <input checked="" type="radio"/> No <input type="radio"/>	5
5 = Hwy 4 = Sect. Line 3 = Local	Intersecting Street Type	Highway: <input type="radio"/> Section line: <input checked="" type="radio"/> Local road: <input type="radio"/>	4
2 /each > 500 ft	Distance each direction to nearest street light (applicable directions)	Mark directions greater than 500 ft N <input checked="" type="checkbox"/> E <input checked="" type="checkbox"/> S <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/>	8
2	Major Curve	Yes <input type="radio"/> No <input checked="" type="radio"/>	0
5 /each	Bridge or other Hazard	Quantity <u>0</u> x 5	0



Investigation Results

Total Points Allotted: 20

Approved:

Denied:

By: _____ Date: _____

Signature: _____

Traffic light ordered date: _____



City of Blanchard

Street Light Investigation

LOCATION: Main Street & Megan

Date: 4/27/21

Investigation #: 21-004

STANDARD # OF POINTS	DESCRIPTION	RESPONSE	POINTS ALLOTTED
5 = High 3 = Med 1 = Low	Highest Nearby Housing Concentration (Comprehensive Plan)	High Density <input checked="" type="radio"/> Medium Density <input type="radio"/> Low Density <input type="radio"/>	5
2	Large Trees in Vicinity	Yes <input type="radio"/> No <input checked="" type="radio"/>	0
5 /building	Public Buildings in Vicinity (School, Place of Worship, etc.)	Quantity <u>0</u> x 5	0
2 /accident	Traffic record - last 3 years	Quantity <u>0</u> x 2	0
2 /crime	Crime record - last 3 years	Quantity <u>0</u> x 2	0
5	Dead-end or cul-de-sac	Yes <input checked="" type="radio"/> No <input type="radio"/>	5
5 = Hwy 4 = Sect. Line 3 = Local	Intersecting Street Type	Highway: <input type="radio"/> Section line: <input type="radio"/> Local road: <input checked="" type="radio"/>	3
2 /each > 500 ft	Distance each direction to nearest street light (applicable directions)	Mark directions greater than 500 ft N <input checked="" type="checkbox"/> E <input checked="" type="checkbox"/> S <input type="checkbox"/> W <input checked="" type="checkbox"/>	6
2	Major Curve	Yes <input type="radio"/> No <input checked="" type="radio"/>	0
5 /each	Bridge or other Hazard	Quantity <u>0</u> x 5	0



Investigation Results

Total Points Allotted: 19

Approved:

Denied:

By: _____ Date: _____

Signature: _____

Traffic light ordered date: _____

Re: REPORTS

1 message

dispatch1 CityofBlanchard.US <dispatch1@cityofblanchard.us>
To: Robert Floyd <citymanager@cityofblanchard.us>

Thu, Apr 22, 2021 at 11:30 AM

I ran all given locations from /1/01/2016 to today's date 0/22/21, I found one accident at N Main & NW 25th. Case number 2018-0490.

INCIDENTS BY LOCATION-

55th & Mockingbird NW- 1 animal at large, 1 911 police incident, 1 traffic complaint

55th & Kittyhawk NW - no reports showing

Main & isabella - 1 suspicious person

Main & Megan - no reports showing

Main & 25th NW - 1 911 suspicious person

On Thu, Apr 22, 2021 at 9:03 AM dispatch1 CityofBlanchard.US <dispatch1@cityofblanchard.us> wrote:
Yes, will do.

On Thu, Apr 22, 2021 at 8:38 AM Robert Floyd <citymanager@cityofblanchard.us> wrote:

Can you have the accident reports and crime stats reports ran for the following locations:

1. 55th Street NW @ Mockingbird
2. 55th Street NW @ Kitty Hawk
3. Main Street & Isabella (Oasis Ranch)
4. Main Street & Megan (Oasis Ranch)
5. Main Street & 25 Street NW?

~

Robert L. Floyd
City Manager



BUSINESS AGENDA

B-6



Council Agenda

Business Item No. B-6

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: RESOLUTION ~ BETA Board of Trustees Appointment.

BACKGROUND:

A Resolution of the City of Blanchard, Oklahoma, making appointments to the Blanchard Economic Trust Authority (BETA) for two members of the Blanchard City Council to serve on the Board of Trustees for a new 2-year term.

The Trust Indenture of the Blanchard Economic Trust Authority requires upon the expiration of the terms of the trustees holding position one and position two, the City Council of the City of Blanchard, Oklahoma shall appoint from the membership of the City Council of the City of Blanchard successor trustees for terms of two years and successor trustees shall be appointed in a like manner, for a like term, during the same meeting that the City Council of the City of Blanchard reorganizes as provided in Title 11, Oklahoma Statutes, §10-104 in each odd numbered year thereafter; and

The following persons be and the same to be appointed to the Board of Trustees of the Blanchard Economic Trust Authority (BETA) for the term indicated below:

<u>Name</u>	<u>Term Expires</u>
1. _____	April 2023
2. _____	April 2023

FISCAL IMPACT:

None.

LEGAL REVIEW:

N/A Required Completed Date: _____

ACTION REQUESTED:

Discussion and vote on a motion adopting Resolution No. 2021-____.

EXHIBITS:

Resolution No. 2021-____.

RESOLUTION NO. 2021-____

A RESOLUTION OF THE CITY OF BLANCHARD, OKLAHOMA, MAKING APPOINTMENTS TO THE BLANCHARD ECONOMIC TRUST AUTHORITY (BETA).

WHEREAS, the Trust Indenture of the Blanchard Economic Trust Authority requires Upon the expiration of the terms of the trustees holding position one and position two, the City Council of the City of Blanchard, Oklahoma shall appoint from the membership of the City Council of the City of Blanchard successor trustees for terms of two years and successor trustees shall be appointed in a like manner, for a like term, during the same meeting that the City Council of the City of Blanchard reorganizes as provided in Title 11, Oklahoma Statutes, §10-104 in each odd numbered year thereafter; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Blanchard, Oklahoma, to wit:

Section 1. That the following persons be and the same hereby are appointed to the Board of Trustees of the Blanchard Economic Trust Authority (BETA) for the term indicated below:

<u>Name</u>	<u>Term Expires</u>
1. _____	April 2023
2. _____	April 2023

Section 2. That this Resolution shall be in effect on and after its adoption.

ADOPTED and APPROVED by the City Council of the City of Blanchard, Oklahoma, on this 27th day of April, 2021.

Mayor

ATTEST: (Seal)

City Clerk

BUSINESS AGENDA

B-7



Council Agenda

Business Item No. B-7

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: RESOLUTION ~ Road Review Committee.

BACKGROUND:

A resolution recommending that the City Council of the City of Blanchard create a Road Review Committee; appoint certain members to the Ad Hoc Committee; and the Committee shall make certain findings and recommendations in regards thereto to the Blanchard City Council.

FISCAL IMPACT:

To Be Determined.

LEGAL REVIEW:

N/A Required Completed Date: _____

ACTION REQUESTED:

Discuss and vote on a motion adopting Resolution No. 2021-____, as recommended; and the appointment of certain members as set forth in the Resolution.

EXHIBITS:

Resolution No. 2021-____.

RESOLUTION NO. 2021-____

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF BLANCHARD CREATE A ROAD REVIEW COMMITTEE; APPOINT CERTAIN MEMBERS TO THE AD HOC COMMITTEE; AND THE COMMITTEE SHALL MAKE CERTAIN FINDINGS IN REGARDS THERETO.

WHEREAS, the Oklahoma Statutes at Title 11 Section 36-101 states that the power of the municipalities include:

The title to streets, roads and public ways within the limits of a municipality which have been dedicated and accepted by the municipal governing body is held by the municipality in trust for public use and enjoyment.

A municipal governing body may, in the manner provided by law:

1. Regulate and control the use of streets, roads and other public ways within the limits of the municipality;
2. Authorize the execution of any and all contracts, easements and permits for the use of roads, streets, and other public ways as the governing body deems to be in the public interest;
3. Establish and change the grade of any street, avenue, lane, alley or other place;
4. Open, straighten, widen, extend or improve any street, avenue, lane, alley or other place by grading, paving, constructing, macadamizing, chatting or graveling, curbing, guttering, draining or otherwise improving the same;
5. Install necessary manholes, catch basins, culverts, inlets and drainage pipes, sewers with necessary connections thereto for the purpose of providing for the adequate disposition of surface water falling on such improvements or carried thereon;
6. Construct, reconstruct, raise, lower, widen or repair sidewalks;
7. Authorize and regulate tunnels, walkways and other structures for public travel under and above public streets and roads; or
8. Make all necessary utility connections whenever the public necessity may require such improvements; and

WHEREAS, the City of Blanchard has the responsibility to maintain 43.29 miles of section line roads; and 46.68 miles of local streets (dedicated and prescriptive) in Blanchard comprising of surfaces that include asphalt, oil and chip, concrete and gravel; and

WHEREAS, a seven (7) member Road Review Committee is recommended to be appointed with the purpose to meet as needed, review and make certain findings and recommendations in regards thereto to the Blanchard City Council; and

WHEREAS, the membership is recommended to be comprised of the appointed individuals as follows:

1. a member representative of Ward 1;
2. a member representative of Ward 2;
3. a member representative of Ward 3;
4. a member representative of Ward 4;
5. two (2) members representing at-large; and
6. the Mayor serving as Chairman; and

WHEREAS, the City Manager, City Planner, City Clerk, Finance Director, and the Public Works Director shall serve as supporting staff to the Road Review Committee; and

WHEREAS, the Road Review Committee has the duty to consider and make its findings and recommendations to the City Council with respect to the conditions of roads, the funding of certain improvements and the priority of such improvements.

NOW, THEREFORE, BE IT RESOLVED by the Blanchard City Council that this Resolution shall be **APPROVED** and **ADOPTED** this 27th day of April, 2021.

(SEAL)
ATTEST:

Mayor

City Clerk

BUSINESS AGENDA

B-8



Council Agenda

Business Item No. B-8

DATE: 27 March 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: RESOLUTION ~ MOU (Close to Home Fishing with ODWC)

BACKGROUND:

A Resolution adopting The Memorandum of Understanding (MOU) with the Oklahoma Department of Wildlife Commission's is enclosed for consideration for the City of Blanchard participating in the "Close to Home" program.

The State's "Close to Home Fishing" program was designed as a partnership between the Wildlife Department and municipalities across Oklahoma to provide urban angling opportunities. These small bodies of water are stocked with fish and managed with special regulations, ensuring opportunities exist for anglers who may only have a little time on their hands and nowhere to go. More importantly, they offer urban dwellers an opportunity to frequently share their fishing heritage with others.

Commonly stocked and caught fish in Close to Home Waters include Bluegill Sunfish, Redear Sunfish, Green Sunfish, Channel Catfish and Largemouth Bass.

By stocking the existing pond located at Crystal Lake Park on a semi-annual basis, this will allow us to offer an annual Fishing Derby to Blanchard kids under the age of 16 which is cosponsored by Walmart and Zebco.

Upon executing an agreement with ODWC, the City will be given 300 fish to initially stock the pond. Another part of the program would entitle the City the opportunities to be involved in grant sharing with the state, providing items to include construction of a fishing dock, fountains (aerator) and fish feeders and other items such as a gazebo, park benches, and a foot bridge.

All that is required disagree to maintain the perimeter of the pond, which we already do and allow the state to put up a few signs stating what type of fish that has been stocked and announcing the program.

The City Attorney has reviewed and his opinion is attached. David is working on a revision to the City Code pertaining to Parks required to participate in the Program to be on the May agenda.

FISCAL IMPACT:

25% match on selected programs.

LEGAL REVIEW:

N/A Required Completed Date: 4/20/21

ACTION REQUESTED:

Motion and vote on motion adopting Resolution approving the Memorandum of Understanding with the Oklahoma Department of Wildlife Commission.

EXHIBITS:

Resolution.
MOU.



Robert Floyd <citymanager@cityofblanchard.us>

OK Dept of Wildlife Conservation - Close to Home Fishing Program

1 message

David Perryman <david@perrymanlegal.com>

Tue, Apr 20, 2021 at 1:39 PM

To: Robert Floyd <citymanager@cityofblanchard.us>

Cc: "cityplanner@cityofblanchard.us" <cityplanner@cityofblanchard.us>, "parks@cityofblanchard.us" <parks@cityofblanchard.us>

Robert,

I have reviewed the proposed Memorandum of Understanding between the Oklahoma Department of Wildlife Conservation and the City of Blanchard. I had expressed reservations earlier about the lack of the City's ability to regulate boating, but a second review indicates that Paragraph 10 does allow the city to impose boating restrictions based on the location and lack of launch facilities. That sentence alleviates my earlier concern.

The document that accompanied the MOU is titled "PERKS of signing up with Close to Home Fishing Program" does include some "expectations of" Blanchard that are not identical to the commitments in the MOU. The listed "expectations" in the PERKS sheet that could add unanticipated expense are:

#7 Supply electricity to pond area for aeration and security lighting. In the MOU there is no requirement for installing electrical service.

#11 All facilities need to be ADA compliant. Paragraph 9 of the MOU states that the City will "strive to make all facilities accessible to persons with disabilities."

#8, 9, 12 and 13 will require one or more Ordinances to be adopted.

Do not hesitate to contact me if you have further questions.

David L. Perryman | **Perryman & Perryman, LLP** |

118 North Fourth Street | Chickasha, OK 73018

T: 405.224.4000 | david@perrymanlegal.com

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RESOLUTION NO. 2021-____

A RESOLUTION APPROVING AN MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF BLANCHARD AND THE OKLAHOMA DEPARTMENT OF WILDLIFE COMMISSION FOR PARTICIPATION IN THE "CLOSE TO HOME FISHING" PROGRAM.

WHEREAS, The State's "Close to Home Fishing" program was designed as a partnership between the Wildlife Department and municipalities across Oklahoma to provide urban angling opportunities. These small bodies of water are stocked with fish and managed with special regulations, ensuring opportunities exist for anglers who may only have a little time on their hands and nowhere to go. More importantly, they offer urban dwellers an opportunity to frequently share their fishing heritage with others.; and

WHEREAS, it appearing reasonable for the City of Blanchard, McClain County, Oklahoma, to execute the MOU in connection with the "Close to Home Fishing" program with the Oklahoma Department of Wildlife Commission in accordance with the terms of the MOU; and

NOW, THEREFORE, BE IT RESOLVED by the Blanchard City Council that such MOU be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law and this Resolution shall be APPROVED and ADOPTED this 27th day of April, 2021.

(SEAL)
ATTEST:

Mayor

City Clerk



Memorandum of Understanding

between the Oklahoma Department of Wildlife Conservation

and the _____

This Memorandum of Understanding (MOU) is made by the Oklahoma Department of Wildlife Conservation (ODWC), and the _____ on _____.

WHEREAS, the ODWC and the _____ mutually recognize the importance of providing quality recreational fishing opportunities to individuals and families residing in the great state of Oklahoma.

WHEREAS the ODWC and the _____ have mutually agreed to include _____ in the Close-to-Home Fishing Program (CTHFP) to increase fishing opportunities and participation through cooperative fisheries management programs, increased fishing and boating access, increased aquatic resource education and expanded outreach activities.

WHEREAS, the ODWC has available Federal Aid in Sport Fish Restoration Act Funds (SFR) to share up to 75% of the total cost for funding the CTHFP. Items covered under this cost-share agreement include fishing docks, boat docks, boat ramps, restrooms, aeration systems, safety lights, park benches and handicapped pads.

WHEREAS, the _____ has available local, state or other non-federal funds or in-kind services for matching up to 25% of the total cost of the CTHFP at _____.



NOW THEREFORE it is mutually agreed that:

- 1. ODWC will annually commit funds and personnel resources to conduct enhanced fisheries management activities on CTHFP waters according to a Fisheries Management Plan (FMP) which is cooperatively developed and implemented by both parties.. The FMP may include activities such as fish stockings, the addition of fish habitat structures, fish population surveys, user surveys, purchase of supplies / equipment, and aquatic vegetation control.**
- 2. ODWC will fund up to 75% of the total annual cost of approved activities specified in the FMP . This commitment is contingent upon availability of (1) SFR funds and (2) in-kind services contributed by the _____ or (3) funding from outside sources**
- 3. ODWC will retain ownership of all real property purchased with SFR funds and may at its discretion, remove and recover such assets should the terms and understandings set forth in this agreement not be fulfilled.**
- 4. The _____ will annually commit in-kind resources, including personnel, to conduct routine maintenance on park amenities or activities related to the designated CTHFP waters in accordance with the Fisheries Management Plan (FMP) prepared by both parties. The FMP may include activities such as fish stockings, habitat improvements, fish population surveys, user surveys, purchases of equipment, materials / supplies and minor construction related to the pond(s).**
- 5. The _____ will match through eligible in-kind services, a minimum of 25% of the total annual cost of approved activities specified in the FMP . This commitment is contingent upon availability of (1) _____ eligible in-kind services and (2) SFR funds contributed by ODWC or contributions from outside sources.**
- 6. The _____ will make available upon request by ODWC copies of invoices and cancelled checks as evidence of purchases charged against the CTHFP.**



7. _____ volunteer instructors that assist with fishing clinics on CTHFP waters must be certified by the ODWC and are required to submit volunteer time records to the ODWC. A participation report will be submitted to the Aquatic Resources Education Program Coordinator following events that take place at the pond(s).
8. The _____ will perform regular maintenance activities and routine upkeep on CTHFP grounds and facilities. . Minimum maintenance includes mowing, trimming of trees and shrubs, controlling vegetation, litter / trash removal, cleaning restrooms, upkeep of fishing / boat docks and aeration equipment storage. In addition, parking lots, roads, fences, gates and signs should be well maintained.
9. The _____ will allow and manage public access to all CTHFP sites. Park curfews will be issued and enforced by the cooperator. Furthermore the program will strive to make all facilities accessible to persons with disabilities. Use fees will not be charged to any boater / angler using the pond.
10. Restrictions will not be placed on recreational boaters regarding launching of boats based on size or horsepower ratings. However boating restrictions may be imposed on some waters due to location and lack of launch facilities. A “No wake” rule can be imposed and is recommended..
11. Activities or use of facilities that interfere with, conflicts with or discourages use by recreational boaters and anglers, except those activities which from time to time are declared by the _____ as special events, is prohibited on CTHFP waters. Continuation of conflicting uses on CTHFP waters will be sufficient justification for termination of this agreement . The program and facilities will remain open for inspection and compliance reviews at all times by the U.S. Fish & Wildlife Service and the ODWC to fulfill responsibilities in monitoring Federal grant projects.
12. Major cost - reimbursable capital construction projects identified in the FMP, such as boat ramp construction or improvement , launching docks, fishing docks or piers, parking facilities, restrooms, fish cleaning facilities, connecting sidewalks, etc., if



funded, will be initiated under separate Cooperative Agreement between the parties and are not subject to the provisions of this memorandum.

13. ODWC and the _____ will hold biannual performance meetings to discuss the status of the CTHFP . Status reports will be prepared by ODWC and a full program review will take place after five years to evaluate the success of the program and assess needs for future contributions by both parties.

14. Failure to comply with the terms of this agreement by either party shall allow the other party to withdraw any interest they have at the time and terminate the agreement.

For: Oklahoma Department of Wildlife Conservation:

J.D. Strong, ODWC Director _____ **Date** _____

For: _____ :

Name _____ *Title* _____ *Date* _____

Physical address of pond(s) _____



PERKS of signing up with Close to Home Fishing Program

1. Preferential fish stocking over non-CTHFP sites.
2. Multiple stockings per year of catchable sized channel catfish and hybrid bluegill sunfish
3. Preferred access to Sportfish Restoration Act funding for special projects
 - a. Fishing docks
 - b. Boat courtesy docks if appropriate
 - c. Parking lots
 - d. Restrooms
 - e. Park benches
 - f. Access roads
 - g. Fish cleaning stations
 - h. Reg. and program signage
 - i. Aeration systems
 - j. Fish feeders w/ feed
4. Assistance with fishing clinics / derbies for beginner to advanced anglers through Aquatic Resources Education Program.
 - a. Pool of volunteer instructors ready to assist
 - b. ODWC personnel also available to assist
 - c. Fishing tackle, rods and reels and bait supplied for sanctioned events
5. Technical advice from Regional Fish Management crew on:
 - a. Water quality issues
 - b. Erosion control
 - c. Pond cleanouts
 - d. Aquatic vegetation control
 - e. Fish population management
 - f. Fish habitat addition such as brush piles and spider blocks
6. Fish and Game rules / regulations in Title 800 and Title 29 will be enforced by State Game Wardens

What ODWC expects from the cooperating entity

1. Designate main emphasis of pond to be fishing
2. Open to the public
3. Hours of use determined by cooperating entity
4. Regular mowing of park grounds
5. Regular trash pick-up around pond with trash receptacles placed around pond
6. Clean restrooms if available
7. Supply electricity to pond area for aeration and security lighting
8. "No swimming" in pond ordinance
9. "No pets allowed in pond" ordinance
10. Conduct at least one family oriented fishing event per year
11. All facilities need to be ADA compliant
12. City ordinances pertaining to park enforced by PD
13. No motorized vehicles of any type allowed on fishing pond
14. No fishing fee. Park access fee is allowed

CLOSE TO HOME FISHING



FISHING RULES AND REGULATIONS

SPECIES	DAILY POSSESSION LIMIT	SIZE LIMIT
---------	------------------------	------------

Channel catfish Panfish* Rainbow trout	} 3 in any combination	None
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* Panfish definition - Bluegill, Redear and any hybrid sunfish

All other species same as statewide regulations. Consult Regulation Booklet

LICENSE REQUIREMENTS

- State fishing license required, unless exempt
- City permits may be required in some locations
Consult local Parks & Recreation Department

FISHING RULES

- Rod and reel fishing only. No other fishing methods allowed
- No more than three (3) rods and reels per person
- Only one (1) rod and reel per person during trout season
- No more than three (3) hooks per line
- No netting of any kind (including cast netting)





BUSINESS AGENDA

B-9



Council Agenda

Business Item No. B-9

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: AGREEMENT ~ Financial Consulting w/Crawford Associates.

BACKGROUND:

Crawford and Associates has been assisting the City/BMIA since 2013 in providing financial services consulting.

Since the Crawford firm has been providing such financial assistance to the City, significant audit findings have been reduced or eliminated from twenty-eight (28) findings in 2011 to Zero significant audit findings in 2017, 2018, 2019 and 2020.

GASB (the Governmental Accounting Standards Board) requires the preparation of annual financial statements of the financial reporting entities of the City of Blanchard to be independent of the City's auditing firm (Angel, Blasingame & Johnston).

Their initial services provided to the City include the following:

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Monthly Bank Reconciliations

To ensure that all monies received by the City is properly handled and accounted for, a checks and balance (from an unbiased outside firm) of our financial accounting system is required.

This firm provides an in depth monthly bank reconciliation to insure that all funds are properly handled and accounted for. The firm also assists staff on general accounting and advisory assistance regarding the compliance with Oklahoma law. Crawford and Associates prepares the annual financial statements of the City for independent auditing performed by Angel, Blasingame and Johnston.

They have submitted a new Agreement for consideration by the City Council to renew their services in providing these financial services to the City for the upcoming Fiscal Year for one (1) year.

FISCAL IMPACT:

The fiscal costs to the City and BMIA have been budgeted in the current Budget.

LEGAL REVIEW:

N/A Required Completed Date: _____

ACTION REQUESTED:

Discuss and vote on a motion approving the annual renewal Agreement with Crawford and Associates for financial services assistance to the City of Blanchard/Blanchard Municipal Improvement Authority for one (1) year effective beginning July 1, 2021 and ending on June 30, 3022.

EXHIBITS:

Annual Agreement.

RESOLUTION NO. 2021-____

A RESOLUTION RENEWING THE AGREEMENT BY AND BETWEEN THE CITY OF BLANCHARD AND CRAWFORD AND ASSOCIATES FOR FINANCIAL CONSULTING SERVICES FOR ONE (1) YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

WHEREAS, the City of Blanchard has received financial consulting services from Crawford and Associates since October 2013; and

WHEREAS, the Crawford firm has reduced the significant audit findings from twenty-eight (28) in Fiscal Year 2011 to zero (0) significant audit findings in Fiscal Year ending 2017, 2018, 2019 and 2020; and

WHEREAS, it appearing reasonable for the City of Blanchard, McClain County, Oklahoma, to execute the AGREEMENT in connection with financial consulting services in accordance with the terms of the AGREEMENT; and

NOW, THEREFORE, BE IT RESOLVED by the Blanchard City Council that such contract be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law and this Resolution shall be APPROVED and ADOPTED this 27th day of April, 2021.

(SEAL)
ATTEST:

Mayor

City Clerk

April 13, 2021

Mr. Robert L. Floyd, City Manager
City of Blanchard
P.O. Box 480
Blanchard, OK 73010

Dear Mr. Floyd:

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

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

Scope of Services

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

Scope of Available Services

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

Initial Services Requested

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Monthly Bank Reconciliations

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Blanchard, Oklahoma as of and for the year ended June 30, 2021. Such financial statements will include the following to the extent they apply to the applicable financial reporting framework defined below:

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

Crawford & Associates' Responsibilities

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

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

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

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with the applicable financial reporting framework defined above. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSS:

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

e. To provide us with:

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

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

Other Requested and Available Services

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

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

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

Access to Working Papers and Reports

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

Fees and Costs

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

Standard Hourly Rates:

- Firm President \$255
- Shareholders \$170
- Consulting Senior Managers \$155
- Consulting Managers \$130
- Consulting Staff \$115
- Clerical Staff \$45

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

The term of this engagement is a period from July 1, 2021 through June 30, 2022. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

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

Acceptance

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

Respectfully submitted and agreed to by,


Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Blanchard:

By: _____

Title: _____

Date: _____

BUSINESS AGENDA

B-10



Council Agenda

Business Item No. B-10

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: AGREEMENT ~ Pioneer Library System.

BACKGROUND:

Attached is the annual Agreement with the Pioneer Library System to provide library services, facilities and maintenance with the City of Blanchard for one (1) year beginning July 1, 2021 and ending June 30, 2022.

FISCAL IMPACT:

None. The City provides the facility and maintenance, while the Library Board provides the library services to the City.

LEGAL REVIEW:

N/A Required Completed Date: _____

ACTION REQUESTED:

Discuss and vote on a motion to renew the annual renewal Agreement with the Pioneer Library System Board of Trustees in providing library services, facilities and maintenance for one (1) year effective beginning July 1, 2021 and ending on June 30, 2022.

EXHIBITS:

Annual Agreement.

RESOLUTION NO. 2021-____

A RESOLUTION RENEWING THE AGREEMENT BY AND BETWEEN THE CITY OF BLANCHARD AND THE PIONEER LIBRARY SYSTEM FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE FOR ONE (1) YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

WHEREAS, the City of Blanchard is a member of the Pioneer Library system since 1961; and

WHEREAS, the City of Blanchard owns the facility at 205 10th Street NE that houses the Pioneer Library; and

WHEREAS, the Pioneer Library provides full library services to the citizens of the City of Blanchard; and

WHEREAS, it appearing reasonable for the City of Blanchard, McClain County, Oklahoma, to execute the AGREEMENT in connection with library services, facilities and maintenance in accordance with the terms of the AGREEMENT; and

NOW, THEREFORE, BE IT RESOLVED by the Blanchard City Council that such contract be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law and this Resolution shall be APPROVED and ADOPTED this 27th day of April, 2021.

(SEAL)
ATTEST:

Mayor

City Clerk

**AGREEMENT FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE
2021-2022**

This Agreement is made and entered into this _____ day of _____, 2021 by and between the Pioneer Library System (“**Pioneer**”) and the City of Blanchard (the “**City**”) to set forth all rights and obligations of the parties with respect to the Blanchard Public Library.

WITNESSETH:

WHEREAS, Pioneer is a multi-county library system organized under 65 O.S § 4.101 et seq. operating public libraries in Cleveland, McClain and Pottawatomie Counties; and

WHEREAS, Blanchard has been a member of the library system operated by Pioneer since 1961; and

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

WHEREAS, the City owns real property located at 205 N.E. 10th Street, Blanchard, Oklahoma, upon which the Blanchard Public Library is located; and

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

WHEREAS, the City, consistent with its budgetary responsibilities and budgeted funds available, will include estimated appropriations within its 2021-2022 fiscal year budget for all expenses it is obligated to pay in connection with this agreement; and

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

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

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

1. Provide a collection of materials and programming services at the Blanchard Public Library to meet the information and recreational reading needs of the residents of Cleveland, McClain, and Pottawatomie Counties, including, particularly, the residents of Blanchard, Oklahoma.
2. Provide local and administrative staff to plan and implement library services in accordance with standards promulgated by the Oklahoma Department of Libraries. Said staff shall be employed by Pioneer, not the City of Blanchard. Further, Pioneer’s staff shall not be considered to be employees of

the City, and employees of the City shall not be considered to be employees of Pioneer. Pioneer will, in its sole discretion, employ and hire such staff as it deems advisable for the operation of the Blanchard Public Library. All decisions regarding the supervision, compensation, promotion and discharge of such employees shall be made solely by Pioneer. Pioneer hereby agrees to waive any possible claims to any retirement benefits or deferred compensation for its employees and any other benefits available to qualified employees of the City. Pioneer shall maintain worker's compensation insurance for all of its employees working at the Blanchard Public Library in accordance with the applicable law of the State of Oklahoma.

3. Provide trained library staff to implement library services, including but not limited to, reference services, technology and training, reading guidance, library programs and administrative services.

4. Provide a collection of materials to include, but not limited to, both fiction and nonfiction and present the collection in a variety of formats to be determined by Pioneer. The collection will include materials for customers of all ages, including children, teens, and adults.

5. Provide library services, to include but not be limited to, programming determined by library floor space, staff availability and community need.

6. Provide library services to include but not be limited to, sharing of materials among Pioneer, the Blanchard Public Library, and the other branch libraries within the Pioneer System and libraries outside the Pioneer System, and regularly scheduled delivery of library materials and business communications among the Pioneer administrative and branch locations.

7. Pioneer will provide regular, continuous staff training in the areas of library automation systems, reading guidance, reference services, programming and customer service, and other library and community services.

8. Provide electronic systems for circulation and cataloging of materials and for communication among the branch libraries and administrative staff.

9. Establish hours of operation at the Blanchard Public Library in compliance with standards set by the Oklahoma Department of Libraries in consultation with the City.

10. Pioneer shall own all materials and equipment purchased by Pioneer which shall remain the property of Pioneer. Pioneer shall insure the property it owns in such amounts and on such terms as determined by Pioneer and shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. Pioneer shall provide the City with a certificate documenting that it holds personal property insurance and liability insurance as provided herein. Said documentation shall be provided to the City annually upon renewal of this agreement.

11. By December 31 of each year, Pioneer shall provide to the City a list of all building and/or property improvements Pioneer is requesting the City to make. The City may provide funding for said improvements as authorized by budgeted appropriations for said purposes.

12. Provide all technology Pioneer determines to be necessary, including internet access and computers, at no cost to the City to operate and maintain.

13. Provide to the City security monitoring service a list of all Pioneer personnel who will respond to the monitoring service's contact that security might have been breached. If Pioneer determines that it needs a security guard, Pioneer shall pay for that service and pay the costs of operating the video surveillance system at no cost to the City.

14. Make a good faith effort to minimize all operation and maintenance costs to be paid for by the City.

15. Pioneer shall provide notice to the City of any damages to the real and personal property and need for repairs. Any repairs that require immediate action such as, but not limited to, sewer backups, water leaks or roof leaks, require notice to be given to the City within twenty-four (24) hours. For those repairs not requiring immediate action, Pioneer shall provide notice to the City within fourteen (14) days. Pioneer shall have a duty to use reasonable care to discover any damage or need for repairs to the library.

16. Comply with all ordinances of the City, laws of the State of Oklahoma, and laws of the United States of America relating or pertaining in any manner to this Agreement.

B. The City of Blanchard's Obligations.

The City will appoint at least one member to the Pioneer Board of Trustees as provided by Oklahoma Law.

1. The City, consistent with its budgetary responsibilities and dependent upon the availability of budgeted funds, shall provide a suitable building at the Blanchard Public Library in which the library services may be provided in an appropriate, easily accessible location with sufficient paved parking adjacent to the library building, central heat and air conditioning with temperature control, electricity to meet lighting, climate control and technology needs, carpeting and appropriate hard surface flooring, public restrooms, exterior signage and lighting, furnishings and equipment appropriate to building design and library function, and related equipment for security of the facility and patrons. Access to the Building will comply with State and Federal guidelines for handicapped accessibility and safety, as may be amended from time to time. The term "suitable building" as used herein shall mean a building or facility that meets current established guidelines and does not require the City to meet any new or modified requirements established subsequent to the date of this agreement.

2. The City shall be responsible for the monthly utilities and maintenance associated with the building. Maintenance and operations consist of maintaining the interior and exterior of the building, the furnishings which are owned by the City and located inside and outside of the building, the grounds on which the building is located, and the paved parking areas. Utilities, operations and maintenance covered by this Agreement include:

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

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

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

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

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

C. Mutual Agreement

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

D. Use of Premises for Purpose Stated

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

E. Redecoration and Remodeling

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

F. Non-Discrimination

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

G. Assignment

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

H. Destruction of Premises

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

I. Force Majeure

Failure in performance by either party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war, insurrection; strikes; lock outs; riots;

floods; earthquakes; fires; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather or any other causes beyond control, and without the fault, of the party claiming an extension of time to perform.

J. Term

The term of this agreement shall be July 1, 2021, through June 30, 2022, and shall be renewable annually upon the written consent of both parties.

K. Termination for Default

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

L. Termination

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

M. Redelivery of Premises

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

N. Whole Agreement and Amendments

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

O. Entire Agreement

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

P. Non-Waiver

The failure of either party, at any time or times hereafter, to require strict performance by the other party of any provision of the Agreement will not constitute a waiver or affect or diminish any right

of any party thereafter to demand strict compliance and performance of the Agreement. Any suspension or waiver by the party of a default of any condition under this Agreement will not suspend, constitute a waiver or affect any other default by the other party.

Q. Severability

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

R. Notices

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

City: City of Blanchard
Attention: Robert Floyd, City Manager
P.O. Box 480
Blanchard, Oklahoma 73010
Telephone: (405) 485-9392, ext 10
Facsimile: (405) 485-3199
Email: citymanager@cityofblanchard.us

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

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

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

ATTEST:

CITY CLERK

ATTEST:

CORPORATE SECRETARY

CITY OF BLANCHARD:

MAYOR

PIONEER LIBRARY SYSTEM

CHAIR, BOARD OF TRUSTEES

REVIEWED AS TO FORM AND LEGALITY:

CITY ATTORNEY

BUSINESS AGENDA

B-11



Council Agenda

Business Item No. B-11

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: RESOLUTION ~ ACOG ITPC Appointment.

BACKGROUND:

A Resolution of the City of Blanchard, Oklahoma, making appointments to the Intermodal Transportation Policy Committee (ITPC) with the Association of Central Oklahoma Governments (ACOG).

The Intermodal Transportation Policy Committee (ITPC) has forty-five (45) members and is the single policy group for regional transportation decision making in the OCARTS area. The ITPC voting membership is composed of locally elected officials, state transportation department managers and commissioners, and designees from other local agencies, representing various transportation modes. Each member local government has one vote. Federal aviation, transit, and highway officials are designated as non-voting ITPC members. The primary functions of the ITPC are to provide guidance for multimodal transportation planning and to assure coordination among transportation modes, local government entities, and planning efforts. The Chair of the ITPC is elected from the membership every year for a one-year term. Individual local governing bodies select their representatives to the ITPC. Staff personnel of ACOG have been designated by the ITPC to provide administrative and clerical support to the Committee. The ITPC meets at 1:20 p.m. on the last Thursday of each month in the Board Room of the Association of Central Oklahoma Governments.

Recent municipal elections have created a need to verify and update the designation of representatives to the ITPC. All members of the ITPC must be elected officials from our governing board (as opposed to municipal staff).

The attached Designation Form needs to be completed and returned to ACOG as soon as possible.

FISCAL IMPACT:

None.

LEGAL REVIEW:

N/A Required Completed Date: _____

ACTION REQUESTED:

Discussion and vote on a motion adopting Resolution No. 2021-____.

EXHIBITS:

Resolution No. 2021-____.
ACOG Designation Form.

**Association of Central Oklahoma Governments and
9-1-1 Association of Central Oklahoma Governments
Board and Committee Member Delegate Designation Form**

Pursuant to the provisions of the Agreement creating ACOG, under authority of the Interlocal Cooperation Act, this form serves as notice to ACOG that the Board of Trustees/City Council/Board of County Commissioners has duly selected its voting delegate and alternate(s) to serve as its representative to one or more of the following Boards and/or Committees:

**ACOG Board of Directors (ACOG BOD)
9-1-1 ACOG Board of Directors (9-1-1 ACOG BOD)
Intermodal Transportation Policy Committee (ITPC)
Garber-Wellington Association Policy Committee (GWPC)**

The following designated voting delegate, and in his/her absence either of the listed alternates, shall have all the voting privileges and rights as established in the Agreement creating ACOG. Let this form further witness that both the regular voting delegate and the alternates are elected officials of the governing body of: _____ City of Blanchard _____.

Please check the appropriate Board(s) and/or Committee(s):

ACOG BOD

9-1-1 ACOG BOD

ITPC

GWPC

Designated Delegate: Name: _____
Job Title: _____ Email Address: _____
Phone # _____ Cell # _____
Mailing Address: _____

Alternate: Name: _____
Job Title: _____ Email Address: _____
Phone # _____ Cell # _____
Mailing Address: _____

Alternate: Name: _____
Job Title: _____ Email Address: _____
Phone # _____ Cell # _____
Mailing Address: _____

SIGNED: _____
Mayor; Chairman - County Commissioners; City/County Clerk

DATE: _____

Please return this signed form via email: bgarner@acogok.org, fax: (405)234-2200, or mail to:
Association of Central Oklahoma Governments
4205 N. Lincoln Blvd.
Oklahoma City, OK 73105



2021 Regular Meetings Calendar

Meetings are held on Thursday:

9-1-1 ACOG Board of Directors (1:00 p.m.)

Intermodal Transportation Policy Committee (1:20 p.m.)

ACOG Board of Directors (1:45 p.m.)

Garber-Wellington Policy Committee (2:30 p.m.)

9-1-1 ACOG BOD,

ITPC, & ACOG BOD:

January 28, 2021
February 25, 2021
March 25, 2021
April 29, 2021
May 27, 2021
June 24, 2021
NO JULY MEETING
August 26, 2021
September 30, 2021
October 28, 2021
November 18, 2021
December 16, 2021

GWPC (every other month):

February 25, 2021

April 29, 2021

June 24, 2021

August 26, 2021

October 28, 2021

December 16, 2021

Chair

Steven J. Gentling
Guthrie Mayor

Vice-Chair

David Bennett
The Village Mayor

Secretary/Treasurer

Josh Moore
Edmond Councilmember

Executive Director

Mark W. Sweeney, AICP

association of central oklahoma governments

4205 N. Lincoln Blvd. | Oklahoma City, OK 73105 | 405.234.2264 | acogok.org

BUSINESS AGENDA

B-12



Council Agenda

Business Item No. B-12

DATE: 27 April 2021

FROM: *Robert L. Floyd*, City Manager

ITEM: RESOLUTION ~ NAMING OF STREET (Lowry's Circle)

BACKGROUND:

A Resolution naming a street in honor of a local citizen.

Ricky McKenzie, 520 W. Veterans Memorial Highway, thru Councilman Scalf, has asked that the street with two (2) cul-de-sacs be named **Lowry's Circle** in honor of Mr. Lowry and members of his family who donated a lot of their time to the City of Blanchard serving on the Blanchard Planning Commission in the 1990s and 2000s.

The Blanchard School's football stadium and property is under a 99 year lease to the schools from the Lowry family.

FISCAL IMPACT:

Cost of purchasing street name signs, if approved.

ACTION REQUESTED:

Discussion and vote on a motion adopting Resolution No. 2021-____ approving street name as recommended.

EXHIBITS:

Resolution.

Map.

RESOLUTION NO. 2021-____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF
BLANCHARD, OKLAHOMA, NAMING THE SECTION OF STREET
AS LOWRY'S CIRCLE.**

WHEREAS, Ricky McKenzie, 520 W. Veterans Memorial Highway, owner and operator of the Blanchard Mini Storage; and

WHEREAS, when the Oklahoma Department of Transportation moved and widened US-62 left him and his neighbors on a street with no name; and

WHEREAS, people are having trouble locating their address because of no identification; and

WHEREAS, this could cause confusion for emergency services, mail delivery, and the general public; and

WHEREAS, he has suggested the naming of the street for the Lowry family who owned all the land for many years facing the highway; and

WHEREAS, Mr. Lowry and family members have donated a lot of time to the City of Blanchard serving on the Blanchard Planning Commission in the 1990s and 2000s; and

WHEREAS, he is requesting the street be named for Mr. Lowry and ODOT leaves that issue and decision to the City; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Blanchard, Oklahoma, to wit:

SECTION 1. That the section of the old highway be named:

Lowry's Circle

as requested and hereby directs that all municipal maps be directed to indicate the name of Lowry's Circle be known; and signage erected.

ADOPTED and **APPROVED** by the City Council of The City of Blanchard, Oklahoma, on this 27th day of April, 2021.

Mayor

ATTEST: (Seal)

City Clerk



Robert Floyd <citymanager@cityofblanchard.us>

FW: Lowry's Circle

1 message

Michael Scalf Sr <michael@michaelscalf.com>
Reply-To: michael@michaelscalf.com
To: Robert Floyd <citymanager@cityofblanchard.us>

Sun, Apr 18, 2021 at 6:08 PM

As requested for an agenda item this month. Here is the property owners request.

Michael Scalf Sr
Veterans Memorial Chairman
Blanchard City Council
Ward 2
405-815-7806
www.michaelscalf.com

-----Original Message-----

From: Ricky McKenzie [mailto:blanchardministorage@icloud.com]
Sent: Sunday, April 18, 2021 5:10 PM
To: Michael@michaelscalf.com
Subject: Lowry's Circle

4-19-21

City of Blanchard
City Council

My name is Ricky McKenzie. I am the owner of Blanchard Mini Storage. My current address is 520 W. Veterans Memorial Highway. When the state moved the highway to its current position it left me and my neighbor on a street that is not named. People are having trouble locating our address because our street is not named. The Lowry family have owned all that land for many years facing the highway. I am asking today to try to get the name of the road Lowry's Circle. Mr. Lowry donated a lot of time to the City of Blanchard on the planning commission and I think it would be a nice tribute to the Lowry family and the perfect name for our street.
Thank you for taking the time to hear my request.

Ricky McKenzie

Sent from my iPhone

City of Blanchard

122 N MAIN ST • PO BOX 480
BLANCHARD, OK 73010



OFFICE: 405.485.9392
FAX: 405.485.3199

3/16/2021

RE: Highway 62 Frontage Rd – Addressing/Delivery Issues

Mr. Floyd,

This memo is being written to address an issue regarding delivery and addressing for citizens located along a roughly 780 ft strip of frontage road along W. Veterans Memorial Hwy (U.S. 62). The frontage road, on the East side of U.S. 62 by the Blanchard Mini Storage and where Heidelberg Fireworks sets up each year, also contains a couple of residential homes.



At least one of these citizens have reached out with issues related to delivery of packages and other parcel by companies other than USPS like Amazon, UPS, etc. Their

addresses are in the 500 block of W. Veterans Memorial Hwy, but one could see their issue as the unnamed frontage road doesn't necessarily look like it would share the same addressing with the highway in front of it.

I spoke to John Larsen, Traffic Engineer, at District 3 of the Oklahoma Department of Transportation (ODOT) on 3/15/2021 where I confirmed that once ODOT constructs frontage roads like this during widening projects, the local municipality becomes responsible for maintenance henceforth. Because of this, Mr. Larsen saw no issue with the City potentially renaming the section of frontage road or coming up with a different solution to help with the addressing issues.

Let me know if you have any additional questions,

Ryan Conner, City Planner

cityplanner@cityofblanchard.us

(405) 485-9392 x112

BUSINESS AGENDA

B-13



Council Agenda

Business Item No. B-13

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: CHANGE ORDER NO. 2 ~ Fire Station No. 2

BACKGROUND:

The City's newest fire station no. 2 is under construction and nearing completion located on 55th Street NE in the revised amount of \$889,410. TCS serves as the General Contractor. An original subcontract for paving (all concrete work) exists between the General Contractor and their Subcontractor (turningPoint) for curb and gutter and all paving (concrete).

We want to remove the subcontract by Change Order in the total amount of \$110,402 from the General Contractor (see attached CO #4) and award it to the same subcontractor (turningPoint) for the same amount (see Letter dated 4/19/21).

After discussion with the City Attorney, rebidding is NOT required as long as all parties agree and the price remains the same. Therefore, the pricing remains the same, but the payments (checks) for concrete work and final site prep will be paid directly to turningPoint instead of TCS.

FISCAL IMPACT:

Reduction in contract price with TCS in the total amount of \$110,402. In addition, award a purchase order to turningPoint for concrete work and site preparation in the total amount of \$110,402.

LEGAL REVIEW:

N/A Required Completed Date: 4/20/2021

ACTION REQUESTED:

Discussion and vote on a motion approving Change Order No. 004 for a deduct in the amount of \$110,402 and issue Purchase Order to turningPoint in the same amount of \$110,402 as agreed by all parties..

EXHIBITS:

Change Order No. 004.
Agreement to Perform Services by turningPoint.

TCS CONSTRUCTION LLC

2900 Washington Drive
 Norman, OK 73069
 (405) 503-5046
 Fax: (405) 701-8520
 TCS JOB # 205
[Guthrie PS Secure Vestibules](#)

PROPOSED CHANGE REQUEST

4/15/2021

Proposed Change # 004

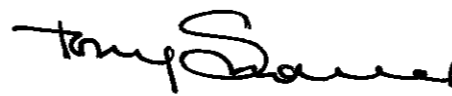
Change Description: Per the Architect's request, deduct all paving and curb & gutter from the contract. This work will be performed by the owner.

#	ITEM CODE	DESCRIPTION	MATERIAL	LABOR	SUB	EQUIPMENT	TOTALS
		Turning Point Construction					
		Deduct all curb & gutter & paving			\$ (107,830.00)		\$ (107,830.00)
							\$ -
		TCS Construction					
		Delete Site prep			(\$2,572.00)		\$ (2,572.00)
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
		CATEGORY TOTALS	\$0.00	\$ -	\$ (110,402.00)	\$ -	\$ (110,402.00)
	8.2750%	SALES TAX	\$0.00	N/A	N/A	\$ -	\$ -
	28.0000%	LABOR BURDEN	N/A	\$ -	N/A	N/A	\$ -
	0.8651%	SUB BONDS	N/A	N/A	N/A	N/A	N/A
		SUBTOTALS	\$0.00	\$ -	\$ (110,402.00)	\$ -	\$ (110,402.00)
				0.2200%	SUB LIABILITY		\$ -
				0.5000%	BONDS		\$ -
				5.0000%	OH		\$ -
				5.0000%	Profit		\$ -
		TOTAL CHANGE ORDER					\$ (110,402.00)

Special notes about this change:

Additional time requested due to this change: 0 Days

TCS CONSTRUCTION LLC



Tony Scorsone
 Managing Member

 Authorizing Signature



Jason Lohaus - Estimator
turningpoint.lohaus@gmail.com
Cell: 405-255-3395
Office: 405-579-7663
Fax: 405-579-1693
Federal ID: 71-0913108
PO Box 1805 | Blanchard OK 73010

April 19, 2021

RE: Blanchard Fire Station #2 – SE 55th St Blanchard OK

PAVING, CURBS AND WALKS PROPOSAL:

- Per REVISED Site Plan stamped 11/7/19
- Concrete at paving and integral curbs to be 4000 PSI per Spec 3300
- Concrete at sidewalks to be 3500 PSI per Spec 3300
- Provide and place all reinforcement steel as indicated within plans
- Install 6" integral barrier curb (Detail Not Provided)
- Place seven inches (7") of reinforced concrete paving on compacted subgrade per Geo. #4 @ 16" OCEW
- Form & place four inches (4") of non-reinforced concrete sidewalk paving on 2" sand bed per note SH A1.1
- Saw cut control joints @ paving, walks and curbs.
- Seal all joints @ paving, walks and curbs.
- Layout and place parking lot striping, ADA stencils, and gores per Site Plan
- Install ADA sign and Parking Block
- (Labor, Material & Equipment included to perform above scope of work, U.N.O)

TOTAL:

\$107,830.00

Exclusions: *Construction Staking, Testing, Site Grading exceeding +/- a 10th, Sealers, Architecturally Designed Concrete, Location-Relocation or Repair of Utilities, Utility Lay Out, Sleeves, Storm Water Collection Devices/Work, Stabilization, Subgrade Preparation, Traffic/Erosion Control, Demo, Dirt Work, Taxes, Bonding, Landscaping, Etc. Light Pole Bases (Not Indicated), Flagpole and Monument Sign Footing by GC per Note SH A1.1*

DIRTWORK RATES:

- Grading and backfilling operations to be performed on a T&M basis utilizing the following rates plus 15% O&P
- Current budget allowance is \$2,500.00 per Architect

Rate schedule next page...

EQUIPMENT HOURLY RATES (INCLUDES OPERATOR)		
SKIDSTEER	\$85.00	HR
MINI EXCAVATOR	\$90.00	HR
DOZER	\$125.00	HR
84" PADFOOT ROLLER	\$140.00	HR
SMOOTH DRUM WHEEL ROLLER	\$130.00	HR
MOTOR GRADER	\$225.00	HR
EXCAVATOR 300 SERIES	\$250.00	HR
WATER TRUCK	\$150.00	HR
HAULOFF	\$125.00	HR
EQ TRANSPORT	\$650.00	EA
EQUIPMENT DAILY RATES WHILE ONSITE (APPLICABLE WHILE IN USE ONLY)		
BOMAG	\$450.00	DAY
WATER TRUCK	\$185.00	DAY
PAVER	\$250.00	DAY
DOUBLE DRUM ROLLER	\$235.00	DAY
PAD FOOT	\$125.00	DAY
MOTOR GRADER	\$155.00	DAY
LABOR HOURLY RATE		
LABOR - 1 MAN	\$35.00	HR

BUSINESS AGENDA

B-14



Council Agenda

Business Item No. B-14

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: SPECIAL EVENT APPLICATIONS ~ Permit (Beer Garden & Crawfish Boil).

BACKGROUND:

The Blanchard Chamber of Commerce has filed an application requesting a Special Event Permit to have a "Beer Garden" during their May Daze Festival that will be held on Friday, May 14th; Saturday, May 15th; and Sunday, May 16th.

The Chamber is requesting to hold the event again this year. There were NO issues or incidents during the event last year. The area will be defined, no drinking at large and must be 21 years of age to enter the Beer Garden.

In addition, the Parks Department is requesting to hold a city-wide Crawfish Boil sponsored by Out of the Box Church and Restore Church to be held either Saturday, May 8th or Saturday, May 22nd, in Lions Park.

FISCAL IMPACT:

None.

LEGAL REVIEW:

N/A Required Completed Date: _____

ACTION REQUESTED:

Discussion and vote on a motion approving said Special Event Permits.

EXHIBITS:

Applications ~ Special Event Permit.



City of BLANCHARD

SPECIAL EVENT PERMIT APPLICATION

Name of Organization: Chamber of Commerce

Applicant Name: Cheryl

Street Address: N Main

Phone: Cell: 405-630-8597 Fax:

Contact Person: Chris Contact Phone:

Date of Special Event: May 14th 15th 16th

Event Description: May Daze

Address of Special Event:.

List type of activities at Special Event: Beer Garden

APPLICATION SHOULD BE SUBMITTED TO THE CITY CLERK AT LEAST TEN (10) DAYS PRIOR TO ANY COUNCIL MEETING FOR CONSIDERATION AND APPROVAL.

I have read and understand the policies and procedures within this application regulating Special Event signs.

<i>Signature of Applicant</i>	<i>Cheryl Hendrix</i>	<i>Date</i>	<i>4/16/21</i>
-------------------------------	-----------------------	-------------	----------------

FOR OFFICIAL USE ONLY

Approved Denied:

Signature of Official

Amount Paid: _____ Receipt #: _____ Date Paid: _____



City of BLANCHARD

SPECIAL EVENT PERMIT APPLICATION

Name of Organization: City of Blanchard

Applicant Name: Chris

Street Address:

Phone: Cell: 405-248-6521 Fax:

Contact Person: **Chris** Contact Phone:

Date of Special Event: **one Saturday in May (8th or 22nd)**

Event Description: **City wide Crawfish Boil**

Address of Special Event: **Lions Park**

List type of activities at Special Event: **2 local Churches are joining forces with the Parks Dept. to bring a fun community event, with a Crawfish Boil and Zydeco Music**

APPLICATION SHOULD BE SUBMITTED TO THE CITY CLERK AT LEAST TEN (10) DAYS PRIOR TO ANY COUNCIL MEETING FOR CONSIDERATION AND APPROVAL.

I have read and understand the policies and procedures within this application regulating Special Event signs.

Signature of Applicant	Chris Wittenbach	Date	4/23/2021
------------------------	------------------	------	-----------

FOR OFFICIAL USE ONLY

Approved Denied:

Signature of Official

Amount Paid: _____ Receipt #: _____ Date Paid: _____

BUSINESS AGENDA

B-15



Council Agenda

Business Item No. B-15

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: WORK / STUDY SESSIONS ~ FY 2021 - 2022 Budget

BACKGROUND:

City staff are in the current process of developing the upcoming proposed Budget for Fiscal Year 2021 - 2022 beginning July 1, 2021 and ending June 30, 2022.

Budgetary Timeline:

Budget Advertising	May 20 th
Budget Hearing	May 25 th
Budget Adoption	May 25 th
Budget Effective	July 1 st
Budget Filing	July 30 th

It is recommended to conduct one or two work/study sessions in May to advise the new Council the budget process to include but not limited to fees, sales taxes, use taxes, other funding, funding of capital projects of water, sewer, streets, and equipment, and debt service to include payoff.

FISCAL IMPACT:

None.

ACTION REQUESTED:

Discussion and vote on a motion to conduct one or two work/study sessions in May to discuss FYE2022 Proposed Budget.

EXHIBITS:

None.

BUSINESS AGENDA

B-16



Council Agenda

Business Item No. B-16

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: DEBT WRITE-OFF ~ Municipal Court Costs.

BACKGROUND:

Section 10-106 of O.S. Title 11 - Powers Vested in Council - Designated Powers grants a City Councils to grant pardons for violations of municipal ordinances, including the remission of fines and costs, upon the recommendation of the municipal judge.

The Municipal Judge (Randy Brink) dismissed the cases against the court defendant since it has been verified by Perdue, Brandon, Fielder, Collins and Mott, L.L.P. that these defendants (see below) are now deceased (see attached records).

- a. Jessika Holmes owes \$719.00 on ticket number 140403.
- b. Andrea Blankenship owes \$355 on B26185, \$480.00 on B26187, and \$480.00 on B26186.

FISCAL IMPACT:

\$2,134.00 Write-off of Court costs, fines and warrants.

ACTION REQUESTED:

Discussion and vote on a motion to WRITE-OFF existing debt, as recommended by the municipal judge.

EXHIBITS:

Defendant Detail Listing Report.
Blanchard Citations.

Report Summary

Deceased Report 1 Found

Source: Obituary

Name: ANDREA L BLANKENSHIP

Date of Death: 02/11/2021

Date of Birth: 06/05/1979

Reporting City/State: NORMAN, OK



idiCORE™

Locate Report prepared for PERDUE, BRANDON, FIELDER, COLLINS & MOTT, LLP on March 25, 2021

ANDREA L BLANKENSHIP

IDI is not a "consumer reporting agency" and its services, including this report, do not constitute "consumer reports," as these terms are defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"). IDI services, including this report, may not be used in whole or in part as a factor in establishing an individual's eligibility for credit, insurance, employment nor for any other purpose under the FCRA.

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Subject Information

D ANDREA L BLANKENSHIP

443-86-XXXX 06/05/1979 AGE: 41 Deceased : 02/11/2021

Alias(es)

ANDREA L BLANKENSHIP
ANDREA BLANKENSHIP
ANDREA L HOUCK
ANDREA HOUCK
ANDREA LYNN HOUCK
ANDREA LYNN BLANKENSHIP

SSN(s)

443-86-XXXX
Issued in Oklahoma, 1985
973-13-XXXX
447-92-XXXX
Issued in Oklahoma, 1988

DOB(s)

06/05/1979 (41)

Reported Current Address:

No address found

Bankruptcies: None Found

Motor Vehicles: None Found

Properties: Yes

Employment: Yes

Liens: None Found

Judgments: None Found

Foreclosures: None Found

Possible Criminal/Infractions: Yes

Business Affiliations: None Found

Professional License: None Found

DOD(s): 02/11/2021

Perdue, Brandon, Fielder, Collins and Mott, L.L.P.

Defendant Detail Listing Report

Blanchard City OK Fines And Fees

Defendant 530 - BLANKENSHIP, ANDREA

Address:

Status: LETTER SERIES SENT

Address Status: BAD

Address From:

DL Number:

Date of Birth: 6/5/1979

SSN: XXX-XX-3251

Comment: Deceased as of 02/11/2021

Docket	Description	Event Date	Entry Date	Client Amt	Client Amt 2	PBFCM Amt	Total
B26185	EXCESSIVE SPEED 1 TO 10 OVER	7/6/2020	9/21/2020	\$355.00	\$0.00	\$124.25	\$479.25
Docket Total:				\$355.00	\$0.00	\$124.25	\$479.25
B26186	NO STATE DL	7/6/2020	9/21/2020	\$480.00	\$0.00	\$168.00	\$648.00
Docket Total:				\$480.00	\$0.00	\$168.00	\$648.00
B26187	FAILURE TO MAINTAIN INSURANCE	7/6/2020	9/21/2020	\$480.00	\$0.00	\$168.00	\$648.00
Docket Total:				\$480.00	\$0.00	\$168.00	\$648.00
Defendant Total:				\$1,315.00	\$0.00	\$460.25	\$1,775.25
Grand Total:				\$1,315.00	\$0.00	\$460.25	\$1,775.25

FIA

"WARRANT"

202000482

Case No. _____

CITY OF BLANCHARD

VS ANDREA BLAKENSHIP

DEFENDANT

~~VIOLATION OF LICENSE RESTRICT.~~

OFFENSE

NO DL

7/06/20

B26186

DATE FILED _____ CITATION NO. _____

OFFICER OGDEN BEAU

CASH BOND _____ REC. # _____ DATE _____

OTHER BOND _____

BLAKENSHIP

DRIVER LICENSE # _____

ARRN. DATE 8/25/20 CONTINUED TO _____

PLEA OF DEFENDANT _____ GUILTY _____

_____ NOT GUILTY _____ NOLO CONTENDRE

TRIAL DATE _____

CASE DISMISSED *✓ BY CITY*

CASH BOND FORFEITED \$ _____ DATE _____

NOTICE TO DPS _____ DATE _____

BENCH WARRANT ISSUED _____ DATE _____

BENCH WARRANT RETURNED _____ DATE _____

ATTORNEY *Randy [Signature]*

DATE OF JUDGEMENT _____ DATE COLLECTED _____

FINE		FINE	100.00
CLEET		CLEET	50.00
COSTS		COSTS	30.00
TOTAL		TOTAL	330.00

430.00
480.00

MINUTE: _____

"COLLECTIONS"

FIA

"WARRANT"

202000483

Case No. _____

CITY OF BLANCHARD

VS ANDREA BLAKENSHIP

DEFENDANT

FAILURE TO MAINTAIN INSURANCE

OFFENSE

7/06/20

B26187

DATE FILED _____ CITATION NO. _____

OFFICER OGDEN BEAU

CASH BOND _____ REC. # _____ DATE _____

OTHER BOND _____

BLAKENSHIP

DRIVER LICENSE # _____

ARRN. DATE 8/25/20 CONTINUED TO _____

PLEA OF DEFENDANT _____ GUILTY _____

NOT GUILTY _____ NOLO CONTENDRE _____

TRIAL DATE _____

CASE DISMISSED By City

CASH BOND FORFEITED \$ _____ DATE _____

NOTICE TO DPS _____ DATE _____

BENCH WARRANT ISSUED _____ DATE _____

BENCH WARRANT RETURNED _____ DATE _____

ATTORNEY _____

DATE OF JUDGEMENT _____ DATE COLLECTED _____

FINE		FINE	250.00
CLEET		CLEET	50.00
COSTS		COSTS	30.00
TOTAL		TOTAL	330.00

430.00
480.00

MINUTE: _____

"COLLECTIONS"

"WARRANT"

202000481

Case No. _____

CITY OF BLANCHARD

VS ANDREA BLAKENSHIP

DEFENDANT

Excessive Speed 1 to 10 over

OFFENSE

DATE FILED 7/06/20 CITATION NO. B26185

OFFICER OGDEN BEAU

CASH BOND _____ REC. # _____ DATE _____

OTHER BOND _____

DRIVER LICENSE # BLAKENSHIP

ARRN. DATE 8/25/20 CONTINUED TO _____

PLEA OF DEFENDANT _____ GUILTY _____

NOT GUILTY

NOLO CONTENDRE

TRIAL DATE _____

CASE DISMISSED BY CITY

CASH BOND FORFEITED \$ _____ DATE _____

NOTICE TO DPS _____ DATE _____

BENCH WARRANT ISSUED [Signature] DATE _____

BENCH WARRANT RETURNED [Signature] DATE _____

ATTORNEY [Signature]

DATE OF JUDGEMENT _____ DATE COLLECTED _____

FINE		FINE	125.00
CLEET		CLEET	50.00
COSTS		COSTS	30.00
TOTAL		TOTAL	205.00

305.00
355.00

MINUTE: _____

"COLLECTIONS"

Perdue, Brandon, Fielder, Collins and Mott, L.L.P.

Defendant Detail Listing Report

Blanchard City OK Fines And Fees

Defendant 189 - HOLMES, JESSIKA KAYLON

Address: 908 NW 14TH ST, MOORE, OK 73160-1610

Status: DECEASED

Address Status: UNKN

Address From: Misc Research

DL Number: J083488106

Date of Birth: 6/13/1993

SSN:

Comment: Deceased as of December 18, 2020

Docket	Description	Event Date	Entry Date	Client Amt	Client Amt 2	PBFCM Amt	Total
140403	POSSESSION OF DRUG PARA	8/21/2017	11/6/2019	\$719.00	\$0.00	\$251.65	\$970.65
Docket Total:				\$719.00	\$0.00	\$251.65	\$970.65
Defendant Total:				\$719.00	\$0.00	\$251.65	\$970.65
Grand Total:				\$719.00	\$0.00	\$251.65	\$970.65



☰ MENU

Jessika Kaylon Holmes | 1993 - 2020 | Obituary



PLANT TREES

In Remembrance

(<https://www.eisenhourholmes.com/gifts?campaign=obituaryInlntrees-cta-leftside>)

SEND A CARD

Show Your Sympathy to the Family

(<https://www.eisenhourholmes.com/cards?campaign=obituarycards-cta-leftside>)

SEND FLOWERS

Order Flowers for the Family

(<https://www.eisenhourholmes.com/flowers?campaign=obituaryflowers-cta-leftside>)

[Viewing \(/obituary/jessika-holmes#serviceinfo\)](/obituary/jessika-holmes#serviceinfo)

Monday, Dec 28, 2020
11:00 AM-8:00 PM

[Funeral Service \(/obituary/jessika-holmes#serviceinfo\)](/obituary/jessika-holmes#serviceinfo)

Tuesday, Dec 29, 2020
10:00 AM

Jessika Kaylon Holmes

June 13, 1993 - December 18, 2020

lon

olmes%0A%0AView%20details%20at%20https%3A%2F%2Fwww.eisenhourfh.com%2Fobituary%2Fjessika-
%20Funeral%20Home%0Ahttps%3A%2F%2Fwww.eisenhourfh.com%0A)

Send Flowers (<https://www.eisenhourfh.com/obituary/jessika-holmes/flowers?campaign=obituaryInlntrees-cta-leftside>)

[View/Sign Guestbook \(http://www.legacy.com/link.asp?i=gb000197329709\)](http://www.legacy.com/link.asp?i=gb000197329709) |
[Send Sympathy Card \(https://www.eisenhourfh.com/obituary/jessika-holmes/cards?campaign=obituaryInline-cards-textLink-header\)](https://www.eisenhourfh.com/obituary/jessika-holmes/cards?campaign=obituaryInline-cards-textLink-header)

Jessika Kaylon Holmes, 27, of Blanchard, died Friday, December 18, 2020, in Oklahoma City. The daughter of Sally (Eller) Gomez and William Steve Holmes, she was born June 13, 1993, in Oklahoma City.

Jessika was a 2012 graduate of Blanchard High School, where she participated in art, cheerleading, and track. She was Catholic in faith. In her spare time, Jessika enjoyed being outdoors, going to the lake, and spending time with her family and friends.

She was preceded in death by her grandparents, Bill and Norma Holmes, and Dale and Ruth Eller.

Jessika is survived by her daughter, Blakelee Marie of Blanchard; her mother, Sally Gomez and husband, Raoul, of Blanchard; her father, Steve Holmes of Moore; one brother, Easton Holmes, and his daughter, Emma, of Blanchard; one sister, Melisha Merriman, her husband, Dustin, and their children, Boston and Cashion, of Edmond; stepbrother, Corey Gomez of Oklahoma City; stepsister, Carmen Gomez of Oklahoma City; numerous aunts, uncles, and cousins; and many other loved ones and friends.

Funeral service will be held at 10:00 AM, Tuesday, December 29, 2020, at Holy Spirit Catholic Church in Mustang. Burial will follow in the Blanchard Cemetery. In lieu of flowers, memorial donations may be made to Catholic Charities. Arrangements are under the direction of Eisenhour Funeral Home of Blanchard. Online obituary and guestbook are available at www.eisenhourfh.com.

To plant Memorial Trees in memory of **Jessika Kaylon Holmes**, please click here to visit our Sympathy Store (<https://www.eisenhourfh.com/obituary/jessika-holmes/gifts?campaign=obituaryInline-gifts-textLink-obitText>).

SERVICES

Viewing

Monday, December 28, 2020

11:00 AM - 8:00 PM

Eisenhour Funeral Home

2500 N. Council Avenue

Blanchard, Oklahoma 73010

[Get Directions on Google Maps \(\)](#)

Funeral Service

Tuesday, December 29, 2020


10:00 AM


Holy Spirit Catholic Church


1100 North Sara Road



Mustang, Oklahoma 73064


[Get Directions on Google Maps \(\)](#)

 [Print Obituary \(/obituaries/print?o_id=7273150\)](/obituaries/print?o_id=7273150)

 [Obituary Notifications Signup \(/subscribe\)](/subscribe)

 [eisenhourfh@pdi.net \(mailto:eisenhourfh@pdi.net\)](mailto:eisenhourfh@pdi.net) 2500 N. Council Avenue

Blanchard, Oklahoma 73010  (405) 485-3311  (405) 485-9685

 (<http://www.facebook.com/EisenhourFuneralHome?ref=bookmarks>)

[Home \(https://www.eisenhourfh.com/\)](https://www.eisenhourfh.com/) [Obituaries \(https://www.eisenhourfh.com/obits\)](https://www.eisenhourfh.com/obits)

[Plan a Funeral \(https://www.eisenhourfh.com/plan/funeral\)](https://www.eisenhourfh.com/plan/funeral)

[Plan Ahead \(https://www.eisenhourfh.com/life_choices\)](https://www.eisenhourfh.com/life_choices)

[Our Story \(https://www.eisenhourfh.com/history\)](https://www.eisenhourfh.com/history)

[Our Staff \(https://www.eisenhourfh.com/staff\)](https://www.eisenhourfh.com/staff)

[Our Locations \(https://www.eisenhourfh.com/locations\)](https://www.eisenhourfh.com/locations)

[Our Calendar \(https://www.eisenhourfh.com/calendar\)](https://www.eisenhourfh.com/calendar)

[Resources \(https://www.eisenhourfh.com/info\)](https://www.eisenhourfh.com/info)

[Send Flowers \(https://www.eisenhourfh.com/florists\)](https://www.eisenhourfh.com/florists)

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Funeral Home Website by Batesville, Inc. (<http://www.batesvilletechnology.com>) | Funeral Planning and

[Grief Resources \(https://www.batesville.com/helping-families/\)](https://www.batesville.com/helping-families/)



McClain County Assessors Office

BLAN-00-022-013-0-000-00
724 N MONROE AV

CHILDRESS MARY
724 N MONROE
BLANCHARD OK 73010-0000

Estimated Market Value
\$41,327

KEY INFORMATION

Account	440016767	Land Size	2 Lots
Class	Urban Residential	School District	Blanchard City
Millage Rate	130.18	2020 Taxes	\$462
Homestead	\$1,000		
Legal Description	-		

APPRAISAL DETAILS

Land Value	\$3,500
Improvement Value	\$37,827
Mobile Home Value	\$0
Exemptions	\$1000
Total Estimated Market Value	\$41,327

BUILDING DETAILS

RESIDENTIAL BUILDING (1)

Type	Single Family Residence	Total Sq Ft	848 sf
Style	One Story	Quality	Fair + 5
Condition	Average	Year Built	1950
Exterior Walls	Frame, Siding, Vinyl	Roof Cover	Composition Shingle
Bedrooms	2	Bathrooms	1
HVAC	Floor Furnace	Half Baths	0
GarageType	-		

RESIDENTIAL BUILDING (2)

MISC IMPROVEMENTS

IMPROVEMENT TYPE	UNITS/SQ FT	EST YEAR BUILT
Covered Patio	18	-

YARD ITEMS

DESCRIPTION	DIMENSIONS	TOTAL UNITS	YEAR BUILT	CONTRIBUTORY VALUE
DETACHED GARAGE	28x14x0	392	0	\$3,886

SALES

No items to display

LAND

No items to display



Case No. 201700727

Bail Bonds

CITY OF BLANCHARD

vs

JESSIKA KAYLON HOLMES Defendant

POSSESSION OF DRUG PARAPHERNAL

Offense

Date Filed 8/24/17 Citation No. 140403

Officer DUBOIS JON

Cash Bond _____ Rec.# _____ Date / /

Other Bond _____

Driver's License # J083488106

Arm. Date 9/25/17 Continued to / /

Plea of Defendant 10-24-17 Guilty _____

Not Guilty _____ Nolo Contendere _____

Trial Date 10-24-17 @ 3:00 PM City

Case Dismissed _____

Cash Bond Forfeited \$ _____ Date / /

Notice to DPS _____ Date / /

Bench Warrant Issued _____ Date / /

Bench Warrant Returned Andy [Signature] Date / /

Attorney _____

Date of Judgement / / Date Collected / /

Fine _____ Fine 500.00

Cleet _____ Cleet 40.00

Costs _____ Costs 30.00

TOTAL _____ TOTAL 570.00

*150
719*

MINUTE: WAIVES TRIAL

90 d d/s successful (O)

500 JA + CC

PAYMENT PLAN 1/3 Each month

No ARRS "COLLECTIONS"

BUSINESS AGENDA

B-17



Council Agenda

Business Item No. B-17

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: BLANCHARD 911 PSAP

BACKGROUND:

Discuss pending transition of Blanchard 911 PSAP from Contract and Support of the McClain County 911 Trust Authority to the Contract and Support of the 911 Association of Central Oklahoma Governments (ACOG); and. Take appropriate action on issues related to the termination of the relationship with the McClain County 911 Trust Authority and on issues related to facilitating the contractual transition to 911-ACOG. Matters subject to consideration and action include but may not be limited to the Amendment of the Contract between Blanchard and the McClain County 911 Trust Authority from an annually renewable Contract requiring notice of termination sixty (60) days' prior to the fiscal year to a month to month contract terminable on thirty (30) days' notice and to authorize the reassignment of 911 funds from the McClain County 911 Trust Authority to the 911 Association of Central Oklahoma Governments and the month to month payment of compensation to the McClain County 911 Trust Authority during the transitional period and ownership and disposition of current Blanchard PSAP equipment and discussion and determination of financial issues related to said equipment and other matters related to said proposed transition.

The City Council approved the ACOG 911 Agreement at their March 23rd Council meeting. ACOG will tentatively approve the Agreement at their Board meeting on Thursday, April 29th. If approved, it will be sent back for the Mayor's signature.

FISCAL IMPACT:

Pending.

LEGAL REVIEW:

 N/A X Required Completed Date: 4/21/2021

ACTION REQUESTED:

See above.

EXHIBITS:

McClain County 911 Trust Agreement
Letter to ACOG

**A RESOLUTION
APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF BLANCHARD, OKLAHOMA AND
THE MCCLAIN COUNTY 9-1-1 TRUST AUTHORITY**

WHEREAS, the parties hereto have determined that there is a need for E9-1-1 in the City of Blanchard; and
WHEREAS, a remote answering position of the county wide E9-1-1 system, in the City of Blanchard, will provide for efficient and economical dispatching of emergency life saving services; and
WHEREAS, it is the desire of the parties hereto to jointly provide and maintain this remote answering position for their mutual advantage and concern; and
WHEREAS, an Interlocal cooperation agreement is attached hereto as Exhibit "A";

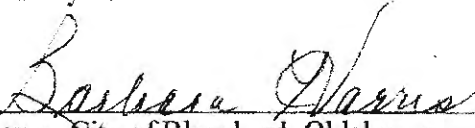
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BLANCHARD, OKLAHOMA:

Section 1: The City Council of the City of Blanchard, Oklahoma hereby approves and authorizes execution of the Interlocal cooperation agreement between the City of Blanchard and the McClain County 9-1-1 Trust Authority for joint operation of the E9-1-1 remote answering point.

Section 2: The Mayor is authorized to execute this agreement on behalf of the City of Blanchard.

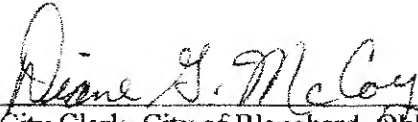
Section 3: This resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED by the City of Blanchard, Oklahoma this 12th day of February 2002.



Mayor, City of Blanchard, Oklahoma

Attest:



City Clerk, City of Blanchard, Oklahoma Seal

Exhibit "A":E9-1-1 System and Equipment Interlocal Cooperation Agreement

9-1-1 Mission Statement

To enhance the quality of life for all citizens within the borders of McClain County by receiving 9-1-1 and other calls for emergency service, by dispatching necessary emergency services in a prompt, courteous, professional, and correct manner, thereby saving lives, protecting property, and maintaining accurate records for user agencies.

Area of service

This agreement between **The McClain County 9-1-1 Trust Authority** and the **City of Blanchard** governs the provision of E 9-1-1 services throughout the incorporated City Limits of Blanchard, Oklahoma.

Initiation of service

The initiation of E9-1-1 service in McClain County is tentatively set for 1-1-03. This date is subject to revision as progress warrants.

Equipment and networking costs

The total costs to the **City of Blanchard** for equipment and the total cost to the **McClain County 9-1-1 Trust Authority** for monthly networking shall be mutually agreed to before initiation of 9-1-1 service.

The McClain County 9-1-1 Trust Authority will provide:

- 1) All costs associated with the lease/purchase, installation, maintenance, modifications, upgrades, and insurance of E9-1-1 equipment installed in the primary P.S.A.P. (Public Safety Answering Point) in Purcell and required monthly E9-1-1 phone network costs for the primary P.S.A.P.;
- 2) The required monthly phone network costs to connect the primary P.S.A.P in Purcell to a secondary answering point in the **City of Blanchard** dispatch center;
- 3) The initial training for **City of Blanchard** dispatch center employees in the proper use of E 9-1-1 equipment and updates as may be required;
- 4) The **McClain County 9-1-1 Trust Authority Coordinator** who will provide or arrange for:

- a) MSAG database maintenance;
- b) Proper 9-1-1 equipment usage oversight;
- c) Dispatcher 9-1-1 system certification;
- d) Preparation of required reports or documents related to 9-1-1 services or equipment;
- e) Review of 9-1-1 procedural manuals and forms.

5) **9-1-1 Communications Advisory Committee:**

The **McClain County 9-1-1 Trust Authority** has established a **9-1-1 Communications Advisory Committee**. The purpose of this committee is to provide operational direction, support, and grievance resolution as may become necessary in the day to day operations of a multi-jurisdictional 9-1-1 communications center. The committee will elect a **Chairman and Vice Chairman** and hear comments from citizens and participating agencies at regularly scheduled meetings. Meetings will be held in accordance to the Oklahoma Open Meetings Act.

The **9-1-1 Communications Advisory Committee** will assist in offering recommendations to provide efficient and effective communication services to all participating agencies. After discussions the committee may vote on any appropriate recommendations/action to be taken. The committee will direct its formal written comments, requests, or instructions to the **9-1-1 Communications Center Coordinator** for implementation or dissemination to the communications center staff.

The **9-1-1 Communications Advisory Committee** shall be comprised of six members who shall be and serve as follows:

- 1) The **Sheriff of McClain County**, who shall serve as a member during his tenure as Sheriff of McClain County or his appointee.
- 2) The **Purcell City Manager**, who shall serve as a member during his tenure as City Manager for the city of Purcell, or his appointee.
- 3) The **McClain County 9-1-1 Trust Coordinator**, who shall serve as a member during his tenure as the Trust Coordinator.
- 4) The **Manager of the Wadleys EMS** or the **Manager of the McClain / Grady EMS** shall serve on a one year rotational basis.
- 5) A **Fire Chief from a McClain County fire department**, or his appointee, from an alphabetized list of fire departments participating in the county wide 9-1-1 communication system, on a one year rotational basis.
- 6) The **Blanchard City Manager**, who shall serve as a member during his tenure as City Manager for the City of Blanchard, or his appointee.

The City of Blanchard, Oklahoma will provide:

- 1) Space in the **City of Blanchard** dispatch center for the installation and operation of a secondary answering point of the McClain County 9-1-1 system, with complete 24-hour access to said equipment;
- 2) All costs associated with the lease/purchase, installation, maintenance, modifications, upgrades, and insurance of said equipment installed in the **City of Blanchard** dispatch center;
- 3) The employment, and staffing of at least one qualified dispatcher per shift, 24 hours a day 365 days per year, to answer and dispatch incoming 9-1-1 calls for emergency service.

Amendment of Agreement

This agreement may be amended only with the consent of The McClain County 9-1-1 Trust Authority and The City of Blanchard City Council. However, the parties may develop documents of clarification and/or commitment in compliance with this general agreement.

Term of Agreement

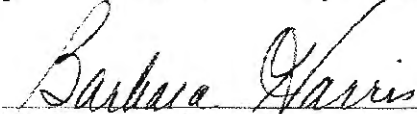
This agreement shall be for the period of July 1, 2002 through June 30, 2003. This agreement shall automatically renew for successive one (1) year periods, on July 1st of each succeeding year unless written notice is delivered to all parties of intent to not renew at least 60 days prior to the expiration of the current agreement. Upon written notice of non-renewal, the withdrawing party shall continue to be responsible for its share of operational costs until the withdrawal is completed and for the prompt return of equipment it is using that may belong to another agency.

Indemnification

The **McClain County 9-1-1 Trust Authority** shall not be liable for any loss, injury, death, or damage to persons which may in any way result from, or arise out of, any act, omission, or negligence of the **City of Blanchard** or its employees, agents, visitors, or shall result from or be caused by any other thing or matter whether of the same kind as, or of a different kind than, the matters or things above set forth, and the **City of Blanchard** shall indemnify the **McClain County 9-1-1 Trust Authority** against all claims, liability, loss or damage what so ever on account of any such loss, injury, death, or damage.

The **City of Blanchard** shall not be liable for any loss, injury, death, or damage to persons which may in any way result from, or arise out of, any act, omission, or negligence of the **McClain County 9-1-1 Trust Authority** or its employees, agents, visitors, or shall result from or be caused by any other thing or matter whether of the same kind as, or of a different kind than, the matters or things above set forth, and the **McClain County 9-1-1 Trust Authority** shall indemnify the **City of Blanchard** against all claims, liability, loss or damage what so ever on account of any such loss, injury, death, or damage.

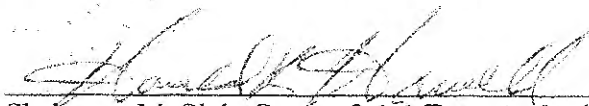
In witness whereof: This agreement is made and entered into by and between the parties effective February 12, 2002.



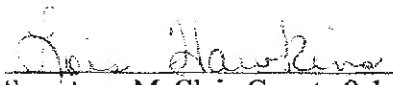
Mayor, City of Blanchard, Oklahoma

Attest:


City Clerk, City of Blanchard, Oklahoma Seal



Chairman, McClain County 9-1-1 Trust Authority

Attest:


Secretary, McClain County 9-1-1 Trust Authority Seal

7067



BOOK 1557 PAGE 868

TRUST INDENTURE

STATE OF OKLAHOMA } 65
 McClain County }
 Filed for record on this
 10 day of Oct 2000
 at 8 o'clock A.M. Recorded in
 Book 1557 on page 868
 Doc. Stamps: \$
 Phyllis Barnett, County Clerk
 By P.V. Deputy
 Return to:

McClain Co. Clerk

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS TRUST INDENTURE is executed this 18th day of September, 2000, by the Board of County Commissioners for McClain County, State of Oklahoma, Trustor, and by Gary Green, James Akin, Bill Johns, Terry Rousey and Harold Harvell, for themselves and their respective successors in office, who shall be known as the Trustees of the MCCLAIN COUNTY 911 TRUST AUTHORITY, for the purpose of providing to the residents of McClain County the highest quality emergency services possible with the shortest response time possible.

NOW THEREFORE, WITNESSETH:

That in consideration of the payment by the Trustor to the Trustees of the sum of one Dollar (\$1.00), receipt of which is hereby acknowledged, and of the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as the Trustor or other persons may from time assign, transfer, ease, convey, give, bequeath, devise or deliver to the Trust herein created or to the Trustees thereof,

TO HAVE AND TO HOLD such property and the proceeds, rents, profits, and increases thereof unto the said Trustees and their duly appointed successors and assigns, but nevertheless in trust, for the use and benefit of the residents of McClain County, Oklahoma, hereinafter referred to collectively as the Beneficiary, and upon the following trusts, terms and conditions herein stated.

ARTICLE I
 CREATION OF TRUST

The undersigned Trustor hereby creates and establishes a trust for the use and benefit of the Beneficiary, to finance, operate, construct and administer, hold, and/or receive and administer the Trust Estate hereinafter set forth, in the manner provided in this instrument, or in the absence of any applicable provision herein, then in the manner now or hereafter provided in this instrument, or in the absence of any applicable provision herein, then in the manner now or hereafter provided by law, and under the provisions of 60 O.S. 176-180.3, inclusive, as amended, the Oklahoma Trust Act and any other applicable laws of the State of Oklahoma.

The undersigned Trustor hereby contracts with the above named persons and the latter, as individuals and not as holders of public office, do hereby declare and covenant, between themselves and unto the

BOOK 1557 PAGE 869

Trustor, the State of Oklahoma, and the Beneficiary hereinafter described that they and their successors do and will accept the rights, privileges, duties and responsibilities of the office of the Trustee within created Trust.

ARTICLE II
NAME

- A. The name of this Trust shall be, and the Trustees thereof in their respective fiduciary capacity shall be designated as:

MCCLAIN COUNTY 9-1-1 TRUST AUTHORITY

Under that name the Trustees shall, so far as practical, conduct all business and execute all instruments in writing, and otherwise perform their duties and functions in the execution of this Trust.

- B. Any reference to "Trust," "Trustees," or "the Authority" shall mean the said McClain County 911 Trust Authority or the Trustees thereof.

III
PURPOSE

The purposes of this Trust, for and on behalf of the Beneficiary as hereinafter described, are:

- A. To provide for the collection of, monitoring and safeguarding of public funds collected to pay for the installation and maintenance of the lines and equipment of 911 emergency phone services of McClain County; to promote, monitor, evaluate and facilitate installation of all related equipment so that it will function in an efficient and reliable manner thereby providing 911 service to McClain County;
- B. To encourage the cooperation of all emergency services, including police, fire and ambulance services, for the efficient response to emergency requests in their area; to encourage the collection and distribution of emergency response information needed for emergency personnel to efficiently respond to any emergency and to assist in preventing errors in response due to operation activities or area distribution of services by encouraging cooperation; to encourage and promote documentation of emergency service responses and, thereby, the improvement of services and avoiding of errors; to evaluate the requests for funds and to distribute funds only as they relate to the installation and maintenance of 911 equipment and operational activities directly related to the 911 designated personnel and for public information; to provide for record-keeping by the Trust and for audits of the utilization of the funds provided for 911 services; to provide for the storage of records of the Trust's activities and for such office spaces as may be required for trust meetings; to facilitate 9-1-1 response in McClain County;

BOOK 1557 PAGE 8 / U

- C. To hold maintain and administer any leasehold rights in and to properties of the Beneficiary demised to the Trustees, and to comply with the terms and conditions of any lease providing said rights; to acquire by lease, purchase or otherwise, and to hold, construct, reconstruct, extend, install, equip, repair, enlarge, remodel, furnish, maintain and operate or otherwise deal with, any and all physical properties, real or personal, improvements, building and other facilities, whether within or without the territorial boundaries of the Beneficiary, which may be helpful, needful or convenient for utilization in executing or promoting the execution of the Trust purposes or any of them, or which may be used ful in promoting the general purposes of the Trust and the specific education of 911 personnel or the public in the Trust area; to lease, rent, furnish, provide, relinquish, sell or otherwise dispose of, or otherwise make provision for, any or all of the Trust purposes of in the event that any such property or facility shall no longer be needful for such purposes;
- D. ~~To provide funds for the costs of financing, acquiring, constructing, installing, equipping, repairing, remodeling, improving, extending, enlarging, maintaining, operating, administering, and disposing of or otherwise dealing with any of the said physical properties and facilities, and for administering the Trust for any or all of the said Trust purposes, and for all other charges, costs and expenses incidental thereto; and in so doing to incur indebtedness, either unsecured or secured by any part or parts of the Trust Estate and/or revenues thereof as allowed by law;~~
- E. To expend all funds coming into the hands of the Trustees, as revenue or otherwise, in the payment of the said costs and expenses, and in the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of any debt or obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary for the payment of all and or any part of the principal and/or interest of any bonded indebtedness of the Beneficiary and/or one or more authorized or proper purposes of the Beneficiary as shall be specified by the Trustees.

IV

DURATION OF THE TRUST

This Trust shall have duration for the term of duration of the Beneficiary and/or until such time as the Trust's purposes shall have been fully executed and fulfilled, or until it shall be terminated as herein provided.

V

TRUST ESTATE

The Trust Estate shall consist of:

- A. The funds and property presently in the hands of the Trustees or to be acquired by the Trustees and dedicated or funded by the Trustor and others to be used for Trust purposes;

BOOK 1557 PAGE 871

- B. Any and all leasehold rights demised to the Trustees by the Beneficiary as authorized and empowered by the laws of the State of Oklahoma;
- C. Any and all money, property (real, personal or mixed), rights, chose in action, contracts, leases, privileges, immunities, licenses, franchises, benefits and all other things of value (whether or not above described) presently in or hereafter coming into the hands or control of the Trustees pursuant to the provisions of this Trust Indenture or by virtue of the Trusteeship herein declared or otherwise by the laws of the State of Oklahoma.

VI
TRUSTEES

- A. ~~The Trustees of this Trust shall be citizens and residents of the Beneficiary. There shall be five Trustees. The terms of office of the original Trustees shall be staggered as follows:~~
Original Trustee Bill Johns shall serve for one year. Original Trustees Gary Green and Terry Raisey shall serve for two years. Original Trustees James Akin and Harold Harvell shall serve for three years. The time period for the Trustee service is to be computed from the day of the creation of the Trust by the Board of County Commissioners of McClain County, State of Oklahoma. Upon expiration of any Trustee's term of office, a successor Trustee to serve a term of five years shall be appointed in the manner hereinafter set forth. Upon the occurrence of a vacancy in the office of Trustee, a successor Trustee shall be appointed to serve for the remainder of the unexpired term of office in the manner hereinafter set forth. All appointments of successor Trustees shall be made by the Board of County Commissioners of McClain County, State of Oklahoma. Each successor Trustee in office so appointed and confirmed shall without any further act, deed or conveyance become a Trustee of this Trust and become fully vested with all of the estate, properties, rights, powers, duties and obligations of his or her predecessor with like effect as if originally named Trustee herein. This Trust shall be effective from and after its execution by a majority of the original Trustees herein designated. Thereafter, any original Trustee may signify his or her acceptance of the office of Trustee by executing this Trust.
- B. The Chairperson of the Trustees shall be elected annually by a majority vote of the Trustees. The Chairperson of the Trustees shall preside at all meetings and perform other duties designated by a majority of the Trustees. The Trustees may select one or more of their members to be a Vice-Chairperson who shall act in the place of the Chairperson during the latter's absence or incapacity to act as Chairperson.
- C. The Trustees may elect annually, by a majority vote of the Trustees, one or more of their members to be a Secretary. The Secretary can be someone who is not a Trustee. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all of their financial transactions, and all such minutes, books and records shall be on file in the office of the Trust. The Trustees may elect Assistant Secretaries who

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may or may not be Trustees. The Assistant Secretary or Secretaries shall act in the place of the Secretary during the latter's absence or incapacity to act.

- D. The Trustees shall elect a Treasurer of the Trust who may or may not be a Trustee.
- E. The Trustees may appoint a general manager for the Trust and may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust, and may fix their duties, terms of employment and compensation. Any such employee(s) may be a person(s) who is also an employee of McClain County and may receive reasonable compensation from the Trust Estate. All Trustees shall serve without compensation but shall be reimbursed for actual, reasonable expenses incurred in the performance of their duties hereunder. In the event a general manager is appointed by the Trustees, the said general manager shall administer the business of the Trust as directed from time to time by the Trustees.
- F. ~~The Trustees are authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contract obligation undertaken on behalf of the Trust, or in the payment of any indebtedness incurred on behalf of the Trust, then a temporary trustee or trustees or receiver shall be appointed to succeed to the rights, powers and duties of the Trustee then in office. Any such contract, if made, shall set out the terms and conditions under which such a temporary trustee or trustees or receiver shall be appointed and shall operate the Trust, and provide for compensation to be paid, and provide for the said appointment(s) to be vacated and the permanent Trustees to be automatically reinstated upon the termination of all defaults by which the said appointment(s) was (were) authorized.~~
- G. Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute any indebtedness of the State of Oklahoma, or of the Beneficiary, nor shall they be considered personal obligations of the Trustees of the Trust, payable solely from the Trust Estate.
- H. The Trustees, the State of Oklahoma, and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust, or in their operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.
- I. Notwithstanding any other provision of this Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee or the Beneficiary, in his or her or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

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- J. All Trustees appointed hereunder shall qualify by executing written acceptances of all the terms of this instrument, filed in the office of the clerk of McClain County, and by subscribing and filing such oaths as shall be required by law of public officers of the State of Oklahoma.
- K. The acceptance of the office of Trustee of this Trust shall not constitute any agreement of the Trustees, or any of them, to be in any partnership or association each with the other, but each shall be an individual and wholly independent Trustee only.
- L. All persons, firms, associations, trusteeships, corporations, municipalities, governments, and all agents, agencies and instrumentalities thereof, contracting with any Trustee or Trustees shall take notice that all expenses and obligations, and all debts, damages, judgments, decrees or liabilities incurred by any Trustee or Trustees, and any of the foregoing incurred by any officer, agent, servant or employee of any such Trustee or Trustees, in the execution of the purposes of this Trust, whether arising from contract or tort, shall be solely chargeable to and payable out of the Trust Estate. In no event shall any Trustee or the Beneficiary of this Trust in any manner individually liable for any injury or damage to persons or property, or for any breach of contract or obligation, caused by, arising from, incident to, or growing out of the execution of this Trust, nor shall they, nor shall any of these, be liable for the acts of omission(s) of each other or any other such Trustee; PROVIDED, however, that the foregoing shall not apply to the individual Trustees for any willful or grossly negligent breach of trust of any said Trustee or Trustees.
- M. All of the legal rights, powers and duties of each Trustee shall terminate when he or she shall cease to be a Trustee hereunder and all of such legal rights, powers and duties shall devolve upon his or her successor and successors, with full right and power of the latter to do or perform any act or things which his or her predecessor or any predecessor could have done or performed.

VII

POWERS AND DUTIES OF TRUSTEES

Subject to and in full compliance with all requirements of law applicable to this Trust or to the Trustees thereof:

- A. The Trustees, in the manner hereinafter set forth, shall do, or cause to be done, all things which are incidental, necessary, proper or convenient to carry fully into effect the purposes enumerated in Section III of this instrument, with the general authority hereby given being intended to make effective the power of the Trustees under this instrument; and to effectuate the said purpose of the Trustees are specifically authorized to conduct the following activities in a lawful manner (without excluding such other as may be authorized elsewhere in this Indenture or otherwise necessary to perform the required duties of Trustees):
- (1) To sue and be sued;

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- (2) To enter into and conduct and execute, apply for, purchase or otherwise acquire franchises, property (real or personal), contracts, leases, rights, privileges, benefits, chose in action, or other things of value, and to pay for the same in cash, with bonds or evidence of indebtedness, or otherwise.
- (3) To own, hold, manage, and in any manner convey, lease, assign, liquidate, dispose of, compromise or realize upon any property, contract, franchise, lease, right, privilege benefit, chose in action, or other thing of value, and to exercise any and all power necessary or convenient with respect to the same.
- (4) To guarantee, acquire, hold, sell, transfer, assign, encumber, dispose of, and deal in the stocks, bonds, debentures, shares or evidences of interest or indebtedness in or of any sovereignty, government, municipality, corporation, association, trusteeship, firm or individual, and to enter into and perform any lawful contract in relation thereto, and to exercise all rights and privileges in relation thereto, to the same extent as a natural person might or could do; and the foregoing shall include (without limitation by reason of enumeration), the power and authority to guarantee or assume, out of the distributive funds of the Trust, the payment of any part or all of the principal of and/or the interest on any bonded indebtedness;
- (5) To enter into, make and perform contracts of every lawful kind or character, including but not limited to management contracts, with any person, firm, association, corporation, trusteeship, municipality, government, or sovereignty; and, without limit as to amount, to draw, make, accept, endorse, assume, guarantee, discount, execute and issue, promissory notes, drafts, bills of exchange, acceptances, warrants, bonds, debentures, and any other negotiable or non-negotiable, or transferable or non-transferable, instruments, obligations, and evidences of secured or unsecured indebtedness, and if secured by mortgage, deed of trust, or otherwise, then secured by all or any part or parts of the property of the Trust, and to pledge all or any part of the income of the Trust, in the same manner and to the same extent as a natural person might or could do.
- (6) To promote contracts of every lawful kind or character, including but not limited to management contracts, with any person, firm, association, corporation, trusteeship, municipality, government or sovereignty; and, without limit as to amount, to draw, make, accept, endorse, assume, guarantee, discount, execute and issue, promissory notes, drafts, bills of exchange, acceptances, warrants, bonds, debentures, and any other negotiable or non-negotiable, or transferable or non-transferable, instruments, obligations, and evidences of secured or unsecured indebtedness, and if secured by mortgage, deed of trust, or otherwise, then secured by all or any part or parts of the property of the Trust, and to pledge all or any part of the income of the Trust.

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- (7) To exercise all powers authorized by law including such powers as may be authorized by subsequent amendments to such laws.
- B. The Trustees shall collect and receive all property, money, rents and income of all kinds belonging to or due to the Trust Estate, and shall use all of the same solely for the purposes, and the furtherance of the purpose, set forth in Section III of this instrument, and not otherwise. Without limiting the foregoing provisions of this paragraph, none of the net earnings or income derived from or accruing to the Trust Estate, nor any part of the Trust, in any instance beyond that necessary to pay the principal and interest on the indebtedness incurred for purposes set forth in Section III of this instrument and to pay the costs and expenses of the implementation of the said purposes, shall insure to the benefit of any person or entity other than the Beneficiary.
- C. ~~The Trustees shall take and hold title to all property at any time belonging to the Trust in the names of the Trustees or in the name of the Authority and shall have and exercise exclusively the management and control of the same for use and benefit of the Beneficiary as provided herein, in the execution of the purposes of this Trust; and the right of the Trustees to manage, control and administer the said Trust and its property, assets and business shall be absolute and unconditional and free from any direction, control or management by the Beneficiary.~~
- D. ~~The Trustees may employ such agents, servants and employees as they deem necessary, proper and convenient for the execution of the purposes of this Trust and prescribe their duties and fix their compensation.~~
- E. The Trustees may contract for the furnishing of any services or the performance of any duties that the Trustees deem necessary, proper or convenient to the execution of the purposes of this Trust, and shall pay for the same as they see fit to provide in such a contract.
- F. ~~The Trustees, by resolution, may divide the duties of the Trustees hereunder, delegating all or any part of such duties to one or another of the Trustees as they deem proper; but where a specific duty is not so delegated, a majority of the Trustees must act for the Authority. The Trustees are hereby authorized to adopt By-Laws and to change the same from time to time at any regular or special meeting of the Trustees. PROVIDED, however, that the notice of any meeting at which an amendment to the By-Laws is to be made shall contain notice that such an amendment will be proposed, and the said notice shall be mailed to all Trustees at least fifteen days prior to the meeting. By-Laws may prescribe notice and quorum requirements for the meetings of the Trustees, the frequency of meetings, the duties of officers and any and all other matters normally prescribed by By-Laws consistent with the provisions of the Trust Indenture.~~
- G. The Trustees shall, in the name of the Trust hereinabove set forth or in their names as Trustees, bring any suit or action which in their judgement shall be necessary to properly protect the interest of the Trust or to enforce any claim, demand or contract for the Trust or

BOOK 1007 PAGE 010

for the benefit of the Trust; and they shall defend, in their discretion, any action or proceeding against the Trust or the Trustees of officers, agents, servants or employees thereof; and the Trustees are expressly authorized, in their discretion, to bring, enter, prosecute or defend any action or proceeding in which the Trust shall be interested and to compromise any such action or proceeding, and discharge the same out of the Trust property or assets; and the Trustees also are expressly authorized to pay or transfer out of the Trust property or assets such money or property as shall be required to satisfy any judgement or decree rendered against them as Trustees, or against the Trust, together with all costs, including court costs, counsel and attorneys fees, and also to pay out the Trust property and assets such sums of money, or transfer appropriate property or assets of the Trust, for the purpose of settling, compromising, or adjusting any claim, demand, controversy, action or proceedings, together with all costs and expenses connected therewith; and all such expenditures and transfers shall be treated as proper expenses of executing the purposes of this Trust.

H. No bond shall be required of the Trustees, or any of them, unless they shall deem the same proper and shall provide therefore by Resolution.

I. All actions by the Trustees pursuant to the provisions of this Trust Indenture, except for the incurring of debt, as required by law, shall be approved by at least a majority vote of the Trustees. All meetings of the Trustees shall be open to the public; all proceedings of the Trustees shall be in compliance with the laws of the State of Oklahoma and the Trustees shall make or cause to be made a written record of all their proceedings. All books, records and minutes of the Trust and of the meetings of the Trustees shall be considered to be public records and shall be available for inspection by an interested party during customary business hours in the same manner and under the same conditions as are public records of the Beneficiary.

J. At their first meeting Trustees shall designate the principal office of the Trust; and they also shall designate the time and place for regular meetings of the Trustees. The time and place for regular meetings shall not be changed unless at a meeting where all incumbent Trustees are present. No notice shall be required for the holding of regular meetings of the Trustees other than as is otherwise required by law. Special meetings may be held upon such call as shall be fixed by resolution of the Trustees adopted at a meeting where all of the Trustees are present. The Trustees shall cause to be filed, as required by law, a certificate designating the principal office of the Trust and the time and place of regular meetings of the Trustees; and any changes therein shall be filed of record in the like manner. The Trustees shall provide, as required by law, for an independent audit on an annual basis and set a date of the auditor to perform said audit. The Trustees shall in all respects comply with the Open Meeting Act of the statutes of the State of Oklahoma, as amended or changed. Further the Trustees shall in all respects comply with the Oklahoma Open Records Act of the statutes of the State of Oklahoma.

VIII

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BENEFICIARY

- A. The term "Beneficiary", as used in this instrument, under and pursuant to 60 Oklahoma Statutes Sections 175-180.3, inclusive, as amended and supplemented, and other statutes of the state of Oklahoma presently in force and effect; shall denote the entity

MCCLAIN COUNTY

State of Oklahoma, and likewise shall denote any county entity which hereafter may succeed said county as the governing authority designated or lying within the county boundaries of said county on the effective date of this instrument.

- B. The Beneficiary shall have no legal claim or right to the Trust Estate, or to any part thereof, against the Trustees or anyone holding under them; nor shall the Beneficiary, as such, have any authority, power or right whatsoever to do or transact any business whatsoever for or on behalf of, or binding upon the Trustees or the Trust Estate, neither shall the Beneficiary have the right to control or direct the actions of the Trustees in respect of the Trust Estate, or any part thereof; nor shall the Beneficiary shall be entitled solely to the benefits of the Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate. Notwithstanding anything in the aforesaid appearing to be to the contrary, no provision in this instrument and/or of the acceptance of the beneficial interest by the governing body of the Beneficiary limiting, restricting or denying any authority, power or right of the Beneficiary of the said Trust in relation to the administration thereof is intended, nor shall any such be construed or interpreted, to effect a surrender, or to attempt to effect a surrender, of any of the sovereign governmental powers of the State of Oklahoma or of the Beneficiary; but any and all provisions of this Trust instrument are intended, and shall be applied, to relate solely and only to the proprietary rights and property interests of the said Beneficiary, in trust, as distinguished from its sovereign governmental powers and authority. Moreover, it is further agreed that nothing contained in this Trust Indenture and/or in the acceptance of the Beneficial Interest thereunder shall be constructed, interpreted or applied as granting or intending to grant to the Trustees hereunder an exclusive franchise in relation to any powers, rights or authority of the Trustees under this trust instrument.

IX

TERMINATION

- A. This Trust shall be irrevocable by the Trustor and shall terminate:
- (1) When the purposes set forth in Section III of this instrument shall have been fully executed and fulfilled as determined by the Trustees and concurred in by the Board of County Commissioners for McClain County, State of Oklahoma;

- (2) In the event of the happening of any event or circumstance that would prevent the said purposes of this Trust from being executed and fulfilled and if all of the Trustees and the Board of County Commissioners for McClain County, as the elected representatives of the Beneficiary hereunder, with the approval of the Governor of the State of Oklahoma, shall agree that such an event or circumstance has taken place; PROVIDED, however, that all indebtedness of the Trust shall have been paid;
- (3) In the manner provided by 60 O.S. 180, as amended; PROVIDED, however, that all indebtedness of the Trust shall not be terminated by voluntary action if there be any outstanding indebtedness or fixed-term obligations of the Trustees, unless all owners of such indebtedness or obligations, or someone authorized by them to do so, shall have consented in writing to such termination.

B. Upon termination of this Trust the Trustees shall proceed to wind up the affairs of the Trust and after payment of all debts and obligations of the Trust out of Trust assets, to the extent thereof, shall distribute the residue of the Trust assets, if any there be, to the Beneficiary hereunder as provided in Section III of this instrument. Upon final distribution as aforesaid, the powers, duties and authority of the Trustees hereunder shall cease.

X

PARTIAL INEFFECTIVENESS

The invalidity or ineffectiveness for any reason of any one or more words, phrases, clauses, paragraphs, sections or subsections of this instrument shall not affect the remaining portions hereof so long as such remaining portions shall constitute a rational instrument. Any such invalid or ineffective portion was inserted conditionally upon its being valid and effective only, and this instrument shall be construed as though such invalid or ineffective portion had not been inserted herein.

XI

COVENANT

The undersigned Trustees hereby accept the Trust herein created and agree to comply with all the provisions and requirements placed upon them by this Trust Indenture. The provisions hereof shall be binding upon the undersigned, their heirs, executors, administrators and assigns;

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IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands, executing this Trust Indenture on this 18th day of September, 2000.

Board of County Commissioners
McClain County, State of Oklahoma,
TRUSTOR,

By: *James M. Gowan*
Chairperson

Terry Rowsey
TRUSTEE

[Signature]
TRUSTEE

James B. Howell
TRUSTEE

[Signature]
TRUSTEE

[Signature]
TRUSTEE

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STATE OF OKLAHOMA)
)
COUNTY OF MCCLAIN)

18th BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day of September, 2000, personally appeared Benny McGowen, to me known to be the identical person who executed the within and foregoing Trust Indenture on behalf of McClain County as Trustor and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year first above written.

Mike E Martin

Notary Public



My commission expires 11-8-02.

STATE OF OKLAHOMA)
)SS
COUNTY OF MCCLAIN)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 27th day of September, 2000, personally appeared Bill Johns, Gary Green, Terry Raisey, James Akin and Harold Harvell to me known to be the identical persons who executed the within and foregoing Trust Indenture as Trustees, 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.

Mike E Martin

Notary Public



My commission expires 11-8-02.

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the Board of County Commissioners of McClain County, Oklahoma, hereby accepts the beneficial interest in the McClain County 911 Trust Authority, a public trust created by the within and foregoing Trust Indenture, for and on behalf of the McClain County, Oklahoma, as Beneficiary in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as the Chairman of the Board of County Commissioners of McClain County, Oklahoma, attested by the County Clerk this 18th day of September, 2000.

McCLAIN COUNTY, OKLAHOMA



By *Benny McSowan*
Chairman, Board of
County Commissioners

ATTEST:

Phyllis Bennett
County Clerk

Date:

Oklahoma 9-1-1 Management Authority
c/o Oklahoma Emergency Management and Homeland Security
attn: Stacey Root
PO Box 53365
Oklahoma City, OK 73152

Chairman Shaun Barnett

The attached map accurately reflects the call-taking boundaries for _____
_____ in _____ Oklahoma; the 9-1-1 Public Safety Answering Point (PSAP)
for this jurisdiction. Based on local agreements, _____,
is requesting the 9-1-1 fees for Wireless, Voice over Internet Protocol (VoIP), and Prepaid Wireless, be
forwarded by the Oklahoma Tax Commission directly to the _____.

I, _____, _____ represent the Governing
Authority for the 9-1-1 PSAP listed above and am authorized to verify this information.

If you have questions, please contact _____ at _____
or _____.

Sincerely,

Governing Authority

BUSINESS AGENDA

B-18



Council Agenda

Business Item No. B-18

DATE: 27 April 2021

TO: Blanchard City Council

FROM: *Robert L. Floyd*, City Manager

ITEM: IMPOUNDMENT LOTS

BACKGROUND:

The Mayor sent me a text requesting this item be on the 27th Agenda.

The Oklahoma Administrative Code §595:25-5-1 regulates impound lots and what the City would be required to meet. That is, ALL facilities are required to meet the Code and must be inspected and permitted by the Oklahoma Department of Public Safety.

Very few cities operate their own facility simply because such services are provided by the private sector (ie: wrecker companies). At that point, ALL liability is shouldered by them and NOT the City.

Cities are required to rotate wrecker service and most will NOT deliver to a city-facility. That's how most wrecker services makes their money is in the storage of impounded vehicles and if not paid, they go thru the legal process in obtaining that vehicle to properly dispose of in order to satisfy that debt.

FISCAL IMPACT:

Cost to construct such facility, maintain and operate such facility and specific liability premiums.

ACTION REQUESTED:

Discussion and vote on a motion as desired.

EXHIBITS:

Memo from Police Chief
Memos from OMAG
OAC §595:25-5-1

citymanager

From: pdchief Blanchard <pdchief@cityofblanchard.us>
Sent: Tuesday, April 20, 2021 11:26 AM
To: Robert Floyd
Subject: Impound Lot

Robert,

Per our discussion about the impound lot idea, I AM 100% opposed to the idea of having one that we are responsible for, for the following reasons.

1. We are liable for any damages or thefts which occur so long as the vehicle is in our care. Tow companies are responsible when it is their impound lots.
2. I'm pretty sure that the insurance company (OMAG) would oppose the idea, or at least heavily suggest against it.

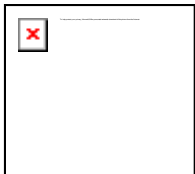
I have been burned by this idea at a previous job as Chief of Police, the Town of Kiefer, who had to settle out of court for theft and damage to a vehicle in our lot because we couldn't effectively secure the vehicles. We had an 8 ft chain link with razor wire and still was considered ineffective.

As for the officer who brought this up at juvenile court, I shall deal with that immediately! As for the dispatcher, I have no idea why she would be getting involved but I will discuss it with her supervisor seeing as impounds are a police matter.

Respectfully,

--

Stacey S. White, Ph.D.
Chief of Police
Blanchard Police Department



citymanager

From: Matt Love <mlove@omag.org>
Sent: Tuesday, April 20, 2021 5:42 PM
To: Jeff Bryant; CityManager@cityofblanchard.us
Cc: Dorie Spitler; Brett Clark; Attorneys
Subject: RE: Impound lot storage facility

Robert,

I do want to clarify one thing as it relates to coverage for losses that may occur within a impound lot. OMAG has an exclusion in the Municipal Liability Protection Plan (e.g. General Liability) for any loss or damage to property while it is in the care, custody or control of the City. So if City impounds a vehicle and is storing it at a City location, OMAG would not have coverage if that vehicle is damaged while being stored or is stolen. We have a few cities that have their own impound lots and, frankly, a lot of Chiefs like them as many use them as an end around on civil asset forfeiture (if we impound a car, once the impound fees get to a certain level we an seek forfeiture to satisfy the fees). We haven't see hardly any claims coming out of such facilities, but there is one that readily comes to mind out of Durant where a car had been impounded for several years as it went through asset forfeiture. Years after it was seized, a Court ordered the car turned over to the suspect's father. When they came to retrieve the car, the windows had burst out (we think likely due to extreme heat conditions). City got sued and OMAG could not provide a defense or indemnity as it was a claim for damage to property while it was in the care, custody or control of the City. So there is a potential liability exposure under the GTCA that City would not have coverage for. The good news is that there is a \$25,000 maximum cap on such claims under the GTCA.

Matt

Matt Love
Claims Director
Deputy General Counsel
mlove@omag.org



3650 S. Boulevard
Edmond, OK 73013
Phone: 405.657.1417
Fax: 405.657.1401

[OMAG Web Site](#)

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recipient(s). If you are not the intended recipient, nor the employee or agent responsible for delivering this message in confidence to the intended recipient(s), you are hereby notified that you have received this transmittal in error, and any review, dissemination, distribution or copying of this transmittal or its attachments is strictly prohibited. If you have received this transmittal and/or attachments in error, please notify me immediately by reply e-mail and then delete this message, including any attachments.

From: Jeff Bryant <jbryant@omag.org>
Sent: Tuesday, April 20, 2021 11:13 AM
To: CityManager@cityofblanchard.us

Cc: Dorie Spitler <dspitler@omag.org>; Brett Clark <bclark@omag.org>; Attorneys <attorneys@omag.org>

Subject: Impound lot storage facility

City Manager Floyd,

It was a pleasure to visit with you this morning. Chris and Dorie are going to take a look at the increased premium question if Blanchard chooses to construct a vehicle impound storage lot. Attached is a regulation found under Title 595 of the Oklahoma Administrative Procedure Code that addresses physical requirement for such a storage facility. We are also taking a look at the liability question to see if there is additional liability beyond the Governmental Tort Claims Act (OGTCA) provisions. OGTCA liability limits have already been worked into the Municipal Liability Protection Plan offered to cities and towns across the state by OMAG.

If Blanchard were to build or acquire such a facility, then underwriting would be happy to assess what additional premium cost would need to be assessed to cover that facility based on valuation of the facility under the Municipal Property Protection Plan offered to cities and towns across the state by OMAG.

With your meeting being next week, I wanted to make sure you were aware of the regulation that deals with physical requirements for a storage facility. We will share more information with you as it becomes available. Hope this is helpful.

Jeff Bryant

OMAG's COVID-19 Info Page: <https://www.omag.org/covid19-faq>

Jeff H Bryant
Director of Legal Services
Associate General Counsel
jbryant@omag.org



3650 S. Boulevard
Edmond, Oklahoma 73013
Phone: 405-657-1419
Fax: 405-657-1401
www.omag.org

Okla. Admin. Code § 595:25-5-1

Section 595:25-5-1 - Physical requirements for storage facility

(a)General Requirements. All wrecker operators, who, in conjunction with or as part of a licensed wrecker operation, store, park or maintain possession of a towed vehicle, shall store such vehicle in a storage facility which shall meet the minimum physical requirements prescribed in this Section. No vehicle shall be stored in any facility or area which has not been inspected and approved by the Department except in case of exceptional circumstances such as natural disasters or at the direction of law enforcement officers at the scene of an incident.

(1) An operator shall not store vehicles:

(A) At their home,

(B) In another operator's storage lot; or

(C) Any other location unknown to the Department.

(2) The entrance to the storage facility shall be separate from any other business entity.

(3) A vehicle accepted for storage may not be altered without consent of the vehicle owner or their authorized representative.

(4) No stored vehicle may be used for personal or business use without the prior written consent of the vehicle's owner.

(b)Outdoor Storage Facilities.

(1) Every primary outdoor storage facility:

(A) Shall be designed to be minimum of 5000 square feet for small truck and minimum of 15000 square feet for large truck in size. A previously licensed proprietor, partnership or corporation business will be allowed to renew the DPS license for their location unless they are changing locations of business.

(B) Shall be surrounded completely by a fence. Construction material for fences shall be of wood, metal, chain link or masonry and be at least six feet (6') in height built solid, firmly and securely to provide the best protection for restricted access. Livestock paneling (welded wire) shall not be used unless the wire diameter is equal to or larger than 8 gauge (0.160 diameter) with horizontal panels no larger than 4" x 4". T post construction shall not be approved. Outdoor storage facilities, effective July 1, 2014, shall meet new standards or if facilities previous of date, upon a failed inspection, if found the fence did not meet previous standards, new standards will be imposed.

(C) Shall have at least one (1) gate of the same quality of material and height of the fence and must be locked if not attended.

(D) The storage lot area:

(i) Shall be maintained, including but not limited to removal of tall weeds, overgrown vegetation and debris;

(ii) The lot surface shall be an all-weather surface such as concrete, asphalt, blacktop, gravel, or any materials equivalent;

(iii) And cover the complete area of the storage lot that enables the safe and effective movement of stored vehicles upon all portions of the storage lot.

(2) If the construction requirements in paragraph (1) of this subsection are in violation of municipal zoning ordinances or other laws, regulations, or ordinances, the operator may file with the Department a petition for exemption and a proposed security plan in lieu of the requirements, which the Department may approve. The operator shall attach a copy of such zoning ordinance or other laws, regulations, or ordinances with the petition.

(c) Facility Location and Number.

(1) A minimum of one (1) primary storage facility shall be located within a two (2) mile radius of the place of business address as reflected on the wrecker license and, effective January 1, 2005, shall be located within Oklahoma. Secondary storage facilities may be located outside the two (2) mile radius.

(2) Each vehicle stored must be initially stored and held at the primary storage facility. After thirty (30) days from date of initial storage, vehicles may be moved to a secondary storage facility. The provisions of this paragraph shall not apply to junk vehicles.

(d) Alternate Primary Storage Facility. In lieu of or in addition to the primary storage facility described in this Section, a wrecker operator that tows a vehicle pursuant to a contract with a municipality or county may store such vehicle in a facility meeting the requirements set forth in such contract; provided, that:

(1) A copy of the proposed contract is furnished to the Department, along with documentation that requirements specified in this Section will be or have been met.

(2) Only vehicles towed at the request of the municipality shall be stored in such facilities unless such facility meets all the requirements of this Section.

(3) The wrecker operator shall have assumed reasonable responsibility with respect to the owner of such towed vehicle for any damages or loss of contents occurring during such time as the towed vehicle is stored in the facility.

(4) If the storage facility is not owned by the operator, the owner of such storage facility shall also assume joint responsibility for damages or loss of contents to the vehicle secured during such time as the vehicle is stored at such facility.

(5) Such storage facility must meet or exceed the requirements of this Section.

(6) If such storage facility is not operated by the operator, the operator shall have made arrangements with the owner of such storage facility to enable the owner of the vehicle to make full payment for towing and storage costs at the storage facility location and thereby obtain full release of the vehicle.

(7) A wrecker operator may not store any vehicle in a facility which has not been inspected and approved by the Department.

(e) Indoor storage facility. An operator may also provide an indoor storage facility as either a primary or secondary storage facility. Due to a special situation such as, but not limited to, a pending fatal collision, asset forfeiture or criminal investigation, law enforcement may select without regard to rotation, an operator nearest to the incident with appropriate indoor storage. The facility must meet the requirements of the Oklahoma Highway Patrol and the operator must comply with any special instructions. An indoor storage facility shall be a permanent structure that meets the following minimum physical requirements.

- (1) A solid roof,
- (2) A solid hard-surface floor,
- (3) Solid walls which fully enclose all sides, i.e. reach from corner to corner on each side and from the floor to the roof on all sides so there is no public access. The walls may be penetrated by windows and doors which must be fully operable so as to make the facility fully enclosed when the windows and doors are closed, and
- (4) Must be a minimum of 500 square feet in size.

(f)Each Wrecker Service is a Separate Entity. Each wrecker service shall be licensed as a separate legal entity. Any wrecker service with storage shall maintain a primary storage facility that is physically separated from any other entity's storage facility as determined by the Department, so that the responsibility and accountability of the operator relating to compliance with these rules is maintained.

(g)Shared Storage Prohibited. Shared use of any outdoor or indoor storage facility by two (2) or more wrecker services is not permitted, except as may be determined by the Commissioner.

(h)Leased or rented building, office or storage. Wrecker operators intending to lease or rent any building, office or storage facilities shall file such plan of lease or rent with the Department for approval. Such plan shall be signed and approved by the owner of the property or representative of the owner and be of at least one year in duration and include specific terms therein delineating the responsibility of the operator relating to compliance with the rules of this Chapter and assurance that accountability is maintained.

(i)Accessibility. Any primary storage facility used to store vehicles at the request of law enforcement shall be accessible to the public by way of an all-weather road. This provision shall not apply to primary storage facilities which have been approved prior to July 14, 2003.

Okla. Admin. Code § 595:25-5-1

Amended at 13 Ok Reg 2821, eff 6-28-96; Amended at 18 Ok Reg 3121, eff 7-14-01; Amended at 20 Ok Reg 2717, eff 8-15-03; Amended at 21 Ok Reg 3011, eff 7-25-04; Amended at 24 Ok Reg 2694, eff 10-31-06 through 7-14-07 (emergency)¹; Amended at 24 Ok Reg 2777, eff 8-15-07

Amended by Oklahoma Register, Volume 31, Issue 24, September 2, 2014, eff. 9/12/2014

Amended by Oklahoma Register, Volume 34, Issue 24, September 1, 2017, eff. 9/11/2017

Amended by Oklahoma Register, Volume 35, Issue 24, September 4, 2018, eff. 9/17/2018

Amended by Oklahoma Register, Volume 36, Issue 21, July 15, 2019, eff. 7/25/2019

Amended by Oklahoma Register, Volume 37, Issue 24, September 1, 2020, eff. 9/11/2020

¹This emergency action expired before being superseded by a permanent action. Upon expiration of an emergency amendatory action, the last effective permanent text is reinstated. Therefore, on 7-15-07 (after the 7-14-07 expiration of the emergency action), the text of 595:25-5-1 reverted back to the permanent text that became effective 7-25-04, as was last published in the 2006 Edition of the OAC, and remained as such until amended again by permanent action on 8-15-07.

CONSENT AGENDA

CONSENT AGENDA

C-1



MINUTES

A notice is hereby given of a regular meeting to be held at the Municipal Court House, 300 N. Main Street, Blanchard, Oklahoma, in accordance with the Oklahoma Open Meeting Act for the purpose of discussion, consideration and possible action on the following Agenda items.

**BLANCHARD CITY COUNCIL
REGULAR MEETING
TUESDAY, 23 MARCH 2021
6:00 P.M.**

This Agenda was posted in prominent public view on the City's website at www.cityofblanchard.us on or before 5:00 p.m., Friday, the 19th day of March, 2021, in accordance with the Oklahoma Open Meeting Act.

Diana Daniels

City Clerk

A. MEETING CONVENED

1. CALL TO ORDER *by Mayor @ 6:02 p.m.*
2. INVOCATION *given by Dustin Young, Pastor, OBC.*
3. PLEDGE OF ALLEGIANCE *led by Albert Ryans.*
4. ROLL CALL: *Jim Cloud, Councilman ~ Present*
Michael Scalf, Councilman ~ Present
Albert Ryans, Councilman ~ Present
Steve Misenheimer, Vice-Mayor ~ Present
Eddie Odle, Mayor ~ Present
5. DETERMINATION OF QUORUM: *5 ~ Present; 0 ~ Absent*

STAFF ATTENDANCE:

Diana Daniels, City Clerk
David L. Perryman, City Attorney
Robert Floyd, City Manager

MEDIA:

Tony Strickland, The Blanchard News

Mayor issued and read said Proclamations listed below.

6. PROCLAMATIONS:

- a. National Public Safety Telecommunicator Week; and
- b. Autism (April 2, 2021 and April 2021).

B. BUSINESS AGENDA: THE FOLLOWING ITEM(S) ARE HEREBY DESIGNATED FOR INDIVIDUAL ACTION AS DEEMED APPROPRIATE:

1. PUBLIC HEARING.

Open, conduct and hold a Public Hearing to solicit public comments on the Planning Commission's recommendation to approve Zoning reclassification of property requested by:

APPLICANT:	Bryce Binyon
OWNER:	Same as applicant
LOCATION:	NW Corner of US-62 and 7 th Street SW
ZONING (Current):	A-1, Agricultural District
ZONING (Proposed):	C-4, Restricted Commercial District
LEGAL:	Part of the SW4 of Section 30-T8N-R4W

ACRES: 5 Acres MOL

PUBLIC HEARING: Opened at 6:12 p.m.

FOR: Bryce Binyon, Applicant

AGAINST: None

PUBLIC HEARING: Closed at 6:14 p.m.

2. ORDINANCE.

Discuss and vote on a motion to ADOPT an Ordinance approving the reclassification of property from the A-1, Agricultural District to the C-5, Automotive & Recreational District, as recommended by the Planning Commission; declaring a Repealer; providing for Severability; and declaring an Emergency.

MOTION BY Vice Mayor Misenheimer and SECOND BY Councilman Scalf ... to adopt Ordinance No. 730, as presented.

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle

0 NAYS: None

0 ABSENT: None

3. EMERGENCY CLAUSE.

Discuss and vote on a motion to ADOPT an Emergency Clause for Ordinance No. __ (requires 4 out of 5 votes for passage).

MOTION BY MOTION BY Councilman Scalf and SECOND BY Mayor Odle ... to adopt Emergency Clause for Ordinance No. 730.

MOTION FAILED:

2 AYES: Scalf, Odle

3 NAYES: Ryans, Cloud, Misenheimer

0 ABSENT: None

4. PUBLIC HEARING.

Open, conduct and hold a Public Hearing to solicit public comments on the Planning Commission's recommendation to approve Zoning

reclassification of property requested by:

APPLICANT: Bryce Binyon
OWNER: Same as applicant
LOCATION: West of US-62 and approx. 500 feet
South of Broadway Avenue
ZONING (Current): R-2, Combined Residential District
ZONING (Proposed): C-5, Automotive & Recreational District
LEGAL: Part of the SW4 of Section 30-T8N-R4W
ACRES: 9 Acres MOL

PUBLIC HEARING: Opened at 6:20 p.m.

FOR: Bryce Binyon, Applicant

AGAINST: None

PUBLIC HEARING: Closed at 6:24 p.m.

5. ORDINANCE.

Discuss and vote on a motion to ADOPT an Ordinance approving the reclassification of property from the R-2, Combined Residential District to the C-5, Automotive & Recreational District, as recommended by the Planning Commission; declaring a Repealer; providing for Severability; and declaring an Emergency.

*MOTION **BY Councilman Scalf and SECOND BY Vice Mayor Misenheimer ... to adopt Ordinance No. 731, as presented.***

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle

0 NAYS: None

0 ABSENT: None

6. EMERGENCY CLAUSE.

Discuss and vote on a motion to ADOPT an Emergency Clause for Ordinance No. __ (requires 4 out of 5 votes for passage).

*MOTION **BY Councilman Scalf and SECOND BY Vice Mayor Misenheimer ... to adopt Emergency Clause for Ordinance No. 731.***

MOTION FAILED:

2 AYES: Scalf, Odle
3 NAYES: Ryans, Cloud, Misenheimer
0 ABSENT: None

7. PUBLIC HEARING.

Open, conduct and hold a Public Hearing to solicit public comments on the Planning Commission's recommendation to approve Zoning reclassification of property requested by:

APPLICANT: Chase J. Singleton
OWNER: Same as applicant
LOCATION: 4944 Kitty Hawk Road
ZONING (Current): S-1, Suburban District
ZONING (Proposed): R-E, Rural Estates District
LEGAL: Lot 23 of Block 2, Quail Have Subdivision
Part of the NW4 of Section 7-T8N-R4W
ACRES: 2.2 Acres MOL

PUBLIC HEARING: Opened at 6:25 p.m.

FOR: Laura Singleton for the applicant.

AGAINST: None

PUBLIC HEARING: Closed at 6:31 p.m.

8. ORDINANCE.

Discuss and vote on a motion to ADOPT an Ordinance approving the reclassification of property from the S-1, Suburban District to the R-E, Rural Estates District, as recommended by the Planning Commission; declaring a Repealer; providing for Severability; and declaring an Emergency.

MOTION **BY Councilman Ryans and SECOND BY Councilman Cloud ... to adopt Ordinance No. 732, as presented.**

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle
0 NAYS: None

0 ABSENT: None

9. EMERGENCY CLAUSE.

Discuss and vote on a motion to ADOPT an Emergency Clause for Ordinance No. ____.

MOTION BY Councilman Cloud and SECOND BY Vice Mayor Misenheimer ... to adopt Emergency Clause for Ordinance No. 732.

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle

0 NAYS: None

0 ABSENT: None

10. ORDINANCE.

Discuss and vote on a motion to ADOPT an Ordinance amending a part of Section 14-101 and Sub-paragraph 1 of Paragraph C in Section 14-105 all in Article 1 of Chapter 14 of the Blanchard Municipal Code pertaining to the definition of Protected Land Uses and Setbacks/Location of oil and gas well sites; providing for Severability; declaring Repealer and declaring an Emergency.

MOTION BY Councilman Ryans and SECOND BY Vice Mayor Misenheimer ... to adopt Ordinance No. 733, as presented.

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle

0 NAYS: None

0 ABSENT: None

11. EMERGENCY CLAUSE.

Discuss and vote on a motion to ADOPT an Emergency Clause for Ordinance No. ____.

MOTION BY Councilman Cloud and SECOND BY Councilman Ryans ... to adopt Emergency clause for Ordinance No. 733.

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle

0 NAYS: None

0 ABSENT: None

12. ORDINANCE.

Discuss and vote on a motion to ADOPT an Ordinance amending Article Five (5) and Article Six (6) to Chapter One (1) of the Code of Ordinances of the City of Blanchard, Oklahoma, for the purpose of updating the laws governing sales tax and updating the laws governing use tax; providing for Severability; declaring Repealer; and declaring an Emergency.

MOTION BY Vice Mayor Misenheimer and SECOND BY Councilman Ryans ... to adopt Ordinance No. 734, as presented.

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle

0 NAYS: None

0 ABSENT: None

13. EMERGENCY CLAUSE.

Discuss and vote on a motion to ADOPT an Emergency Clause for Ordinance No. ____.

MOTION BY Vice Mayor Misenheimer and SECOND BY Councilman Cloud ... to adopt Emergency Clause for Ordinance No. 734.

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle

0 NAYS: None

0 ABSENT: None

14. RESOLUTION.

Discuss and vote on a motion to ADOPT a Resolution pertaining to the Second Amendment.

MOTION BY Councilman Scalf and SECOND BY Councilman Ryans ... to adopt said Resolution No. 2021-06, as presented.

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle

0 NAYS: None

0 ABSENT: None

15. RESOLUTION.

Discuss and vote on a motion to ADOPT a Resolution regarding the placement of regulatory (stop signs, etc.) signs and street name signs to serve the Oasis Ranch Addition Sections 3 and 4.

MOTION BY Councilman Scalf and SECOND BY Councilman Cloud ... to adopt said Resolution No. 2021-07, as presented.

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle

0 NAYS: None

0 ABSENT: None

16. RESOLUTION.

Discuss and vote on a motion to APPROVE a Resolution declaring April of each year as “Fair Housing Month” in the City of Blanchard.

MOTION BY Councilman Ryans and SECOND BY Vice Mayor Misenheimer ... to adopt said Resolution No. 2021-07, as presented.

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle

0 NAYS: None

0 ABSENT: None

17. HEALTHCARE RENEWAL.

Discuss and vote on a motion to RENEW the Agreement with OPEH&W in providing healthcare coverage to include medical, dental and vision benefits to the employees of the City of Blanchard.

MOTION BY Councilman Scalf and SECOND BY Councilman Cloud ... to approve renewal of healthcare for employees.

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle

0 NAYS: None

0 ABSENT: None

18. SPECIAL EVENT PERMITS.

- a. Discuss and vote on a motion to APPROVE a Special Event Permit allowing the closing of Main Street from 12 Noon to 6pm on Saturday, March 28th for Cruise Oklahoma.
- b. Discuss and vote on a motion to APPROVE a Special Event Permit allowing alcohol to be sold and consumed during 4 events throughout the year.

MOTION BY Vice Mayor Misenheimer and SECOND BY Councilman Ryans ... to vote on both together and approved as presented.

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle

0 NAYS: None

0 ABSENT: None

19. FLOATING HOLIDAY.

Discuss and vote on a motion to APPROVE a floating holiday to be observed annually by each city employee.

MOTION BY Councilman Ryans and SECOND BY Vice Mayor Misenheimer ... to approve as presented.

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle

0 NAYS: None

0 ABSENT: None

20. DEBT "WRITE OFF".

Discuss and vote to "write off" a total of \$513.00 in court fines, warrant fees and court costs assessed against one (1) defendant in municipal court due to their death.

MOTION BY Councilman Scalf and SECOND BY Councilman Ryans ... to approve debt write off as presented.

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle

0 NAYS: None

0 ABSENT: None

21. ROADS AND BRIDGES.

Provide Briefing/Overview to City Council regarding Road and Bridge Funding Methodology for Oklahoma Municipalities in General with Specific Emphasis on the City of Blanchard; Answer questions from City Council and allow discussion period by City Council. Authorize appropriate action, if any, to be taken by City Council.

1. *Emily Pehrson, Public Works Director, explained the temporary plan for the street damage caused by snow storm and answered questions from citizens.*
2. *John Sill, 1149 NW 55th, Blanchard, OK ask questions about 55th and oilfield truck damage to streets.*
3. *Mike Kinslow, 2446 County 1327, Blanchard, OK concerns about County Line being too narrow for 2 cars to pass.*

22. CITIZEN CONCERN.

Ty Deaton, 860 Post Oak Drive, would like to **SPEAK** about the “barricade” that Ms. Gayla Finley, 829 Post Oak Drive, is producing on the actual corner of Post Oak Drive and Gayla Avenue intruding into the actual width of the road where making it impossible for 2 vehicles to pass and it is causing a blind corner.

1. *Pam Deaton 860 Post Oak Drive, concerns of safety for the neighborhood children.*
2. *Scott Miller 109 Amy Drive, trash in roadway is dangerous. This has been an ongoing issue we are asking for help.*

23. ACOG 911 AGREEMENT.

Discuss and vote on a motion to **APPROVE** the form of the Agreement with the Association of Central Oklahoma Governments (ACOG) 911 Association; and authorize the Mayor to sign.

MOTION BY Councilman Cloud and SECOND BY Councilman Ryans ... to adopt said Agreement, as presented.

MOTION CARRIED:

5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle
0 NAYS: None
0 ABSENT: None

B. CONSENT AGENDA

The following item(s) are hereby designated for approval, acceptance or acknowledgment by one motion, SUBJECT to any conditions included therein. If any item(s) do not meet with the approval of all members, that item(s) will be heard in regular order:

1. **APPROVAL** of regular meeting minutes of 23 February 2021.
2. **APPROVAL** of special meeting minutes of 9 March 2021.
3. **APPROVAL** of joint special meeting minutes of 9 March 2021.
4. **ACKNOWLEDGE** payment of FYE2021 Claims/Expenditures in the total amount of \$191,100.59.
5. **ACKNOWLEDGE** payment of 2021 Payrolls in the total amount of \$131,631.02.
6. **ACKNOWLEDGE** the Transfer of March 2021 Sales Tax as per Budget.
7. **ACCEPTANCE** of February 2021 Treasury Report.
8. **APPROVAL** of FYE2021 Budget Supplements.
9. **APPROVAL** of the annual renewal of the Senior Citizens Facility Use Agreement.

MOTION BY Vice Mayor Misenheimer and SECOND BY Councilman Ryans ... to approve Consent Agenda, as presented.

MOTION CARRIED:

*5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle
0 NAYS: None
0 ABSENT: None*

C. CONSENT ITEM REMOVAL

Discussion, consideration and take appropriate action re: any item(s) removed from the Consent Docket.

None.

D. PUBLIC COMMENTS

Comments from the general public [limited to 3-minutes per speaker] for a total of 15-minutes on City related NON-AGENDA items. Preference will be given to Blanchard citizens and NO FORMAL ACTION will be taken.

None.

E. COUNCIL/STAFF COMMENTS

This item is listed to provide an opportunity for the city council and/or city staff to make comments and/or request specific agenda items. NO ACTION will be taken.

1. *City Manager wants to use speed radar units for tracking oil field trucks.*

F. EXECUTIVE SESSION

This item is listed to provide an opportunity for the city council to discuss the following items in Executive Session. Any action taken by the City Council on the below matter(s) will be in Open Session at the conclusion of the Executive Session with a public vote thereon.

MOTION BY Councilman Scalf and SECOND BY Vice Mayor Misenheimer ... to go into Executive Session @ 9:25 p.m.

MOTION CARRIED:

*5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle
0 NAYS: None
0 ABSENT: None*

1. Motion to go into Executive Session to discuss the following item(s):
 - a. the employment, hiring, appointment, promotion, demotion, disciplining or resignation of Robert L. Floyd, City Manager [pursuant to Title 25 O.S. §307(B)(1)].
 - b. the purchase or appraisal of real property [pursuant to Title 25 O.S. §307(B)(3)].
 - c. confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney,

determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest [pursuant to Title 25 O.S. §307(B)(4)].

- d. the expenditure of public funds for purposes of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within the Blanchard jurisdiction, if public disclosure of the matter discussed would interfere with the development of confidentiality of the business [pursuant to Title 25 O.S. products or services or if public disclosure would violate the confidentiality of the business [pursuant to Title 25 O.S. §307(C)(10)].

Reconvene in Open Session @ 10:12 pm.

- 1a. *MOTION BY Councilman Scalf and SECOND BY Councilman Cloud ... to approve FY2021-2022 contract renewal with a three (3%) percent pay raise to be redirected to retirement as desired by the City Manager .*

MOTION CARRIED:

*5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle
0 NAYS: None
0 ABSENT: None*

- 1b. *No Action Taken.*

- 1c. *MOTION BY Councilman Cloud and SECOND BY Councilman Ryans ... to approve list of directives to be implement by City Manager.*

MOTION CARRIED:

*5 AYES: Scalf, Ryans, Cloud, Misenheimer, Odle
0 NAYS: None
0 ABSENT: None*

- 1d. *No Action Taken.*

G. FURTHER INFORMATION

1. REPORTS ~ Sales/Use Tax.
2. REPORTS ~ 2021 Attendance.
3. REPORTS ~ Departmental.

H. ADJOURNMENT

Called @ 10:15 p.m.

Mayor

ATTEST: (Seal)

City Clerk

CONSENT AGENDA

C-2

NARRATIVE

CITY OF BLANCHARD

AGENDA: 4/27/2021

ITEM: Consent C (2)

CLAIMS LIST

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	\$112,499.37
Municipal Court Fund	\$ 2,274.08
Capital Improvement Fund	\$ 1,924.20
TIF Fund	\$ 0,000.00
Insurance Fund	\$ 81,534.92
Veterans Memorial Fund	\$ 50.00
Emergency Management	\$ 779,039.08
TOTAL	\$977,321.87

RECOMMENDATION:

Acknowledge approval of the FYE2021 Claims as presented.

CLAIMS REPORT
Check Range: 3/16/2021- 4/15/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
ACE HARDWARE	MISC. SUPPLIES	280.42		30423	4/09/21
ACE HARDWARE	MISC. SUPPLIES	56.97		30424	4/09/21
ACE HARDWARE	MISC. SUPPLIES	131.96		30425	4/09/21
ACE HARDWARE	OPEN PO MISC SUPPLIES	16.99		30426	4/09/21
ACE HARDWARE	(OPEN PO) MISC SUPPLIES	65.96	552.30	30427	4/09/21
AMERICAN ELECTRIC POWER	ELECTRIC SERVICES (BULK)		1,448.08	30379	3/25/21
AMERICAN FIDELITY ASSURANCE	FLEX SPENDING		994.14	30397	3/26/21
AMERICAN FIDELITY ASSURANCE	AFA LT DISABILI		919.32	30399	3/26/21
AFLAC	AFLAC HEALTH		39.00	30392	3/26/21
AMAZON CAPITAL SERVICES	MISC SUPPLIES (OPEN PO)	221.76		30362	3/17/21
AMAZON CAPITAL SERVICES	MISC SUPPLIES (OPEN PO)	121.12		30380	3/25/21
AMAZON CAPITAL SERVICES	CHAIN LINK GATE CANE BOLT FOR	32.95		30381	3/25/21
AMAZON CAPITAL SERVICES	WORK BOOTS FOR CRYSTAL	99.96		30382	3/25/21
AMAZON CAPITAL SERVICES	MISC SUPPLIES (OPEN PO)	525.94	1,001.73	30454	4/15/21
AMERICAN ELECTRIC POWER	ELECTRIC SERVICES (OPEN PO)	55.50		30363	3/17/21
AMERICAN ELECTRIC POWER	ELECTRIC SERVICES (OPEN PO)	751.81		30364	3/17/21
AMERICAN ELECTRIC POWER	ELECTRIC SERVICES (OPEN PO)	170.87		30365	3/17/21
AMERICAN ELECTRIC POWER	ELECTRIC SERVICES (OPEN PO)	38.42	1,016.60	30366	3/17/21
BEN E. KEITH CO.	CENA GRANT FOOD PURCHASES		2,166.97	30383	3/25/21
BLANCHARD BUILDING CENTER	MISC SUPPLIES (OPEN PO)	120.96		30455	4/15/21
BLANCHARD BUILDING CENTER	MISC. SUPPLIES (OPEN PO)	136.93	257.89	30456	4/15/21
BLANCHARD NEWS PUBLISHING	PUBLICATIONS & ADVERTISING		235.55	30457	4/15/21
BLESSING GRAVEL	DELIVERY		706.62	30458	4/15/21
BLUEMENTHAL HEAVY DUTY	REPLACE 2 INJECTORS, EGR VALVE		3,866.90	30459	4/15/21
BOB USSRY & SONS, INC	REPAIR SEWER ISSUES		2,110.00	30428	4/09/21
C.O.P.S. PRODUCTS LLC	WALLIS NEW HIRE UNIFORMS		971.08	30429	4/09/21
CB&T CUST IRA	CB&T CUST IRA		300.00	30422	4/09/21
CHICKASHA INDUSTRIAL & WELDING	ANNUAL LEASE FEE &		47.80	30367	3/17/21
CINTAS	CUSTODIAL SERVICES @ CITY HALL	48.34		10096844	3/17/21
CINTAS	CUSTODIAL SERVICES @ CITY HALL	48.34		10096845	3/17/21
CINTAS	CUSTODIAL SERVICES @ CITY HALL	48.34		10096846	3/17/21
CINTAS	CUSTODIAL SERVICES @ CITY HALL	48.34		10096847	3/17/21
CINTAS	CUSTODIAL SERVICES @ LIBRARY	44.11		10096848	3/17/21
CINTAS	CUSTODIAL SERVICES @ LIBRARY	44.11		10096849	3/17/21
CINTAS	CUSTODIAL SERVICES @ LIBRARY	70.31		10096850	3/17/21
CINTAS	CUSTODIAL SERVICES @ LIBRARY	44.11		10096851	3/17/21
CINTAS	CUSTODIAL SERVICES @ PD	16.87		10096852	3/17/21
CINTAS	CUSTODIAL SERVICES @ PD	16.87		10096853	3/17/21
CINTAS	CUSTODIAL SERVICES @ PD	16.87		10096854	3/17/21
CINTAS	CUSTODIAL SERVICES @ PD	16.87	463.48	10096855	3/17/21
CITY OF BLANCHARD INS FUND	HEALTH INSURANC		3,727.66	30401	3/26/21
CL BOYD COMPANY	DIAGNOSTIC SOFTWARE FOR MOTOR		1,383.25	30368	3/17/21
CRAWFORD & ASSOCIATES	ACCOUNTING SERVICES (OPEN PO)		360.50	30384	3/25/21
DIANNA BERRY	INVESTIGATIVE SERVICES		8,408.75	30430	4/09/21
ECONO SIGNS & BARRICADE, LLC	12 30X30 STOPS SIGNS ENGINEER	638.80		30369	3/17/21
ECONO SIGNS & BARRICADE, LLC	50 CT 5 1/2 SQUARE POST TOPPER	393.60	1,032.40	30431	4/09/21
EDWARDS CANVAS, INC.	TARP FOR STERLING DUMP TRUCK		332.10	30370	3/17/21
ELKHORN LANDSCAPING, LLC	LANDSCAPING SERVICES		240.00	30432	4/09/21
EVERETT INC HOMES	REFUND INSPECTION DEPOSIT		100.00	30460	4/15/21
EXPRESS TIRE	COMPLETE SET OF TIRES- TOYOTA		401.60	30371	3/17/21
FIREFIGHTERS PENSION & RETIREM	FIRE PENSION	929.02		30396	3/26/21
FIREFIGHTERS PENSION & RETIREM	FIRE PENSION	929.02	1,858.04	30416	4/09/21
FIRST NATIONAL BANK & TRUST CO	LOAN PMT-870.74(CODE&PARKS TRK	870.74		30461	4/15/21

CLAIMS REPORT
Check Range: 3/16/2021- 4/15/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
FIRST NATIONAL BANK & TRUST CO	LOAN PMT-1313.87(3)POLICE CARS	1,313.87		30462	4/15/21
FIRST NATIONAL BANK & TRUST CO	LOAN PMT-711.16 2019 F550	711.16		30463	4/15/21
FIRST NATIONAL BANK & TRUST CO	LOAN PMT-1257.47(2)POLICE CARS	1,257.47		30464	4/15/21
FIRST NATIONAL BANK & TRUST CO	LOAN PMT-1248.76(2020F550&F250	1,248.76	5,402.00	30465	4/15/21
FRATERNAL ORDER OF POLICE	POLICE DUES		400.00	30394	3/26/21
FUELMAN	FUEL PURCHASES	358.70		10096856	3/17/21
FUELMAN	FUEL PURCHASES	2,286.28		10096857	3/17/21
FUELMAN	FUEL PURCHASES	597.45		10096858	3/17/21
FUELMAN	FUEL PURCHASES	895.66		10096859	3/17/21
FUELMAN	FUEL PURCHASES	141.98	4,280.07	10096860	3/17/21
HAMPEL OIL DISTRIBUTORS, INC	FUEL PURCHASES (OPEN PO)		902.94	30406	3/26/21
THE HARTFORD GROUP BENEFITS	HARTFORD LIFE		151.58	30417	4/09/21
HOBBS PEST CONTROL	PEST CONTROL SERCICE @ CH	65.00		30433	4/09/21
HOBBS PEST CONTROL	PEST CONTROL SERVICES @ OLD CH	40.00		30434	4/09/21
HOBBS PEST CONTROL	PEST CONTROL SERVICES @LIBRARY	65.00		30435	4/09/21
HOBBS PEST CONTROL	PEST CONTROL SERVICES @ SR.CTR	65.00		30436	4/09/21
HOBBS PEST CONTROL	PEST CONTROL SERVICES @ A/C	65.00		30437	4/09/21
HOBBS PEST CONTROL	PEST CONTROL SERVICES @ CRT HS	65.00		30438	4/09/21
HOBBS PEST CONTROL	PEST CONTROL SERVICES @ PD	65.00		30439	4/09/21
HOBBS PEST CONTROL	PEST CONTROL SERV. @ RANCH HS	65.00	495.00	30440	4/09/21
IDEAL HOMES	REFUND INSPECTION DEPOSIT		100.00	30466	4/15/21
INTERNAL REVENUE SERVICE	FED/FICA TAX	11,689.95		10096887	3/26/21
INTERNAL REVENUE SERVICE	FED/FICA TAX	565.71		10096891	4/06/21
INTERNAL REVENUE SERVICE	FED/FICA TAX	12,424.54	24,680.20	10096893	4/09/21
JAN-PRO	CLEANING SERVICES (OPEN PO)	295.00		30441	4/09/21
JAN-PRO	CLEANING SERVICES (OPEN PO)	595.00		30442	4/09/21
JAN-PRO	CLEANING SERVICES (OPEN PO)	490.00	1,380.00	30443	4/09/21
JESSE CRAWFORD	ARTWORK FOR ANIMAL CONTROL	100.00		30444	4/09/21
JESSE CRAWFORD	TENT DESIGN	100.00	200.00	30445	4/09/21
LUTHER SIGN COMPANY	STREET SIGNS- HIDDEN ACRES	357.06		30467	4/15/21
LUTHER SIGN COMPANY	50X 10FT SIGN POLES	3,536.00	3,893.06	30468	4/15/21
MCAFFEE & TAFT	LABOR RELATIONS/LEGAL SERVICES		27.50	30446	4/09/21
MCCLAIN COUNTY DIST.#3	100 TONS 1" ROCK INCLUDING		995.36	30469	4/15/21
MCCLAIN COUNTY ELECTION BOARD	MUNICIPAL ELECTIONS FOR 4/6/21		1,753.55	30470	4/15/21
MID-AMERICA TECHNOLOGY CENTER	CITY WIDE TRAINING CLASSES		580.00	30471	4/15/21
MIDSTATE TRAFFIC CONTROL INC	MISC. REPAIRS (OPEN PO)		252.73	30372	3/17/21
NATIONWIDE RETIREMENT	RETIREMENT 401a	2,531.27		30393	3/26/21
NATIONWIDE RETIREMENT	RETIREMENT 401a	2,560.26	5,091.53	30414	4/09/21
O'REILLY AUTO PARTS	MISC. PARTS & SUPPLIES	114.26		10096861	3/17/21
O'REILLY AUTO PARTS	MISC. SUPPLIES (OPEN PO)	25.98		10096862	3/17/21
O'REILLY AUTO PARTS	MISC. SUPPLIES (OPEN PO)	20.91		10096863	3/17/21
O'REILLY AUTO PARTS	MISC. SUPPLIES (OPEN PO)	17.60		10096864	3/17/21
O'REILLY AUTO PARTS	MISC. SUPPLIES (OPEN PO)	136.07		10096865	3/17/21
O'REILLY AUTO PARTS	OPEN PO	16.85		10096866	3/17/21
O'REILLY AUTO PARTS	OPEN PO	31.42		10096867	3/17/21
O'REILLY AUTO PARTS	MISC. PARTS & SUPPLIES	6.90		10096868	3/17/21
O'REILLY AUTO PARTS		3.45-		10096869	3/17/21
O'REILLY AUTO PARTS	MISC. PARTS & SUPPLIES	6.90		10096870	3/17/21
O'REILLY AUTO PARTS	MISC. PARTS & SUPPLIES	2.99	376.43	10096871	3/17/21
OCSR (1)	CHILD SUPPORT	217.44		30402	3/26/21
OCSR (1)	CHILD SUPPORT	217.44	434.88	30418	4/09/21
OCSR	CHILD SUPPORT	143.03		30404	3/26/21

CLAIMS REPORT
Check Range: 3/16/2021- 4/15/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
OCSR	CHILD SUPPORT	143.03	286.06	30420	4/09/21
OFFICE DEPOT, INC.	MISC. OFFICE SUPPLIES	77.98		10096872	3/17/21
OFFICE DEPOT, INC.	MISC. OFFICE SUPPLIES	62.51		10096873	3/17/21
OFFICE DEPOT, INC.	MISC. OFFICE SUPPLIES	4.29		10096874	3/17/21
OFFICE DEPOT, INC.	MISC. OFFICE SUPPLIES	97.58		10096875	3/17/21
OFFICE DEPOT, INC.	MISC. OFFICE SUPPLIES	118.99		10096876	3/17/21
OFFICE DEPOT, INC.	SCANNER FOR CITY CLERK	399.99		10096877	3/17/21
OFFICE DEPOT, INC.	MISC. OFFICE SUPPLIES	87.70		10096881	3/25/21
OFFICE DEPOT, INC.	MISC. OFFICE SUPPLIES	76.19		10096882	3/25/21
OFFICE DEPOT, INC.	OFFICE CHAIR - KATIE	429.99	1,355.22	10096883	3/25/21
OK UNIFORM BLDG CODE	PERMIT FEES-GENERAL CONSTRUCT		176.00	30447	4/09/21
OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES (OPEN PO)	23.96		30373	3/17/21
OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES (OPEN PO)	337.00		30374	3/17/21
OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES (OPEN PO)	878.55	1,239.51	30375	3/17/21
OKLAHOMA NATURAL GAS	GAS SERVICES (OPEN PO)	966.93		30386	3/25/21
OKLAHOMA NATURAL GAS	GAS SERVICES (OPEN PO)	99.91		30387	3/25/21
OKLAHOMA NATURAL GAS	GAS SERVICES (OPEN PO)	215.38	1,282.22	30388	3/25/21
OKLAHOMA POLICE PENSION	POLICE PENSION	2,952.82		30395	3/26/21
OKLAHOMA POLICE PENSION	POLICE PENSION	2,952.82	5,905.64	30415	4/09/21
OKLAHOMA TAX COMMISSION	STATE TAX	1,591.93		10096886	3/26/21
OKLAHOMA TAX COMMISSION	STATE TAX	15.00		10096890	4/06/21
OKLAHOMA TAX COMMISSION	STATE TAX	1,693.93	3,300.86	10096892	4/09/21
OMCCA	OMCCA 2021 ANNUAL CONFERENCE		100.00	30448	4/09/21
OMCTFOA TREASURER	YEARLY MEMBERSHIP		50.00	30449	4/09/21
P&K EQUIPMENT	BLADES, TIRES FOR MOWER		850.16	30472	4/15/21
NATIONWIDE RETIREMENT SOLUTION	457 DEF COMP	424.29		30391	3/26/21
NATIONWIDE RETIREMENT SOLUTION	457 DEF COMP	424.29	848.58	30413	4/09/21
PERRYMAN & PERRYMAN, LLP	LEGAL SERVICES (OPEN PO)		5,580.00	30376	3/17/21
PIONEER TELEPHONE-PH/INT	TELEPHONE & INTERNET		608.57	30407	3/26/21
QUADIENT FINANCE USA, INC.	LEASE ON POSTAGE METER		89.58	10096885	3/25/21
RALPH & SONS TIRE CENTER	TIRE REPAIR		18.50	30377	3/17/21
ROBERT L FLOYD	MONTHLY CAR ALLOWANCE	800.00		30408	3/26/21
ROBERT L FLOYD	MONTHLY CAR ALLOWANCE	400.00	1,200.00	30473	4/15/21
ROGER GRAHAM	ST. PATRICKS PARADE BAND		250.00	30378	3/17/21
SAM'S CLUB DIRECT	OPEN PO	115.12		10096878	3/17/21
SAM'S CLUB DIRECT	MISC. SUPPLIES	115.34		10096884	3/25/21
SAM'S CLUB DIRECT	OPEN PO	86.14		10096888	3/26/21
SAM'S CLUB DIRECT	OPEN PO	30.96	347.56	10096889	3/26/21
SNEED HEAT AND AIR	MAINTENANCE-HEAT&AIR 2X YRLY	150.00		30474	4/15/21
SNEED HEAT AND AIR	MAINTENANCE-HEAT&AIR 2X YRLY	150.00	300.00	30475	4/15/21
STANDLEY SYSTEMS	XEROX MONTHLY LEASE B/W COLOR		701.71	10096879	3/17/21
T & W TIRE	2 TIRES MOUNT AND BALANCE	312.50		30389	3/25/21
T & W TIRE	2 TIRES (UNIT 15-002)	312.50	625.00	30450	4/09/21
TEXAS LIFE	TEXAS LIFE		133.00	30421	4/09/21
TRANSUNION RISK & ALERNATIVE	BACKGROUND & INVESTIGATING RPT		98.80	30451	4/09/21
URBAN NEST HOMES	REFUND INSPECTION DEPOSIT		100.00	30390	3/25/21
US BANK EQUIPMENT FINANCE	COPIER LEASE PMT.		513.81	10096880	3/17/21
VANCE LANDERS	REFUND INSPECTION DEPOSIT		100.00	30452	4/09/21
WHITESTONE BUILDERS	REFUND INSPECTION DEPOSIT		100.00	30453	4/09/21
	105 GENERAL TOTAL		112,499.37		

CLAIMS REPORT
 Check Range: 3/16/2021- 4/15/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MUNICIPAL COURT					
CLEET	MARCH2021-CLEET FEES TO STATE		667.56	2324	4/09/21
OSBI-AFIS FEES	032021-AFIS FEES TO STATE		634.64	2325	4/09/21
OSBI-FORENSIC FEES	MARCH2021-FORENSIC FEES TO STA		617.50	2326	4/09/21
ROBERT SIMONS	REFUND FOR OVERPAYMENT ON		354.38	2323	3/25/21

	305 MUNICIPAL COURT TOTAL		2,274.08		

CLAIMS REPORT
 Check Range: 3/16/2021- 4/15/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
CAPITAL IMPROVEMENT					
INTERSTATE BATTERIES	REPLACE 6 STORMSIREN BATTERIES		1,361.70	3144	3/25/21
PIONEER TELEPHONE-PH/INT	INSTALL VOIP PHONE LIBRARY (8)		562.50	1140	3/26/21

	705 CAPITAL IMPROVEMENT TOTAL		1,924.20		

CLAIMS REPORT
Check Range: 3/16/2021- 4/15/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
VETERANS MEMORIAL JESSE CRAWFORD	VETERANS POSTER		50.00	1015	4/09/21
	715 VETERANS MEMORIAL TOTAL		----- 50.00		

CLAIMS REPORT
 Check Range: 3/16/2021- 4/15/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
INSURANCE FUND					
OPEH&W HEALTH PLAN	INSURANCE PREMIUMS	40,527.94		1131	3/17/21
OPEH&W HEALTH PLAN	INSURANCE PREMIUMS	41,006.98	81,534.92	1132	4/15/21
	905 INSURANCE FUND TOTAL		----- 81,534.92		
	Accounts Payable Total		=====		
			977,321.87		

CLAIMS REPORT
Check Range: 3/16/2021- 4/15/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
HAMMER CONSTRUCTION	OCT2020 ICE STORM DEBRIS		48,250.00	30385	3/26/21
TFR ENTERPRISES	OCT2020 ICE STORM DEBRIS		730,085.08	30409	4/06/21
HAMPEL OIL DISTRIBUTORS, INC	OCT2020 ICE STORM DEBRIS		704.22	30405	3/26/21

	Emergency Management Total		779,039.30		

CLAIMS REPORT CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
105	GENERAL	112,499.37
305	MUNICIPAL COURT	2,274.08
705	CAPITAL IMPROVEMENT	1,924.20
715	VETERANS MEMORIAL	50.00
905	INSURANCE FUND	81,534.92
	EMERGENCY MANAGEMENT	779,039.30
-----		-----
	TOTAL FUNDS	977,321.87

CONSENT AGENDA

C-3

City Salary and Fringe Benefits

Monthly Payroll - MAR/APR 2021

of Payrolls: 2

	Payroll 1 3/26/2021	Payroll 2 4/9/2021	Total (month)
General Admin(5)	19,389.45	19,435.16	38,824.61
Emergency Mgmt (10)	6,090.19	6,244.89	12,335.08
Police(12)	16,877.52	17,925.26	34,802.78
Street and Alley(13)	2,855.90	3,657.36	6,513.26
Fire(14)	6,548.57	6,548.58	13,097.15
Nutrition (17)	1,626.39	1,626.39	3,252.78
Parks(18)	2,434.38	3,472.06	5,906.44
Total City Salary	55,822.40	58,909.70	114,732.10
General Admin(5)	2,382.21	2,700.03	5,082.24
Emergency Mgmt (10)	723.58	743.15	1,466.73
Police(12)	3,188.87	3,268.99	6,457.86
Street and Alley(13)	366.46	427.77	794.23
Fire(14)	941.20	941.20	1,882.40
Nutrition (17)	203.26	203.26	406.52
Parks(18)	284.09	377.99	662.08
Total City Fringe Benefits	8,089.67	8,662.39	16,752.06

TOTAL SALARY AND FB 63,912.07 67,572.09 131,484.16

CONSENT AGENDA

C-4

CITY OF BLANCHARD
CITY MONTHLY TREASURY REPORT
For the Month March 1, 2021 TO March 31, 2021

These are unaudited numbers

CODE	DESCRIPTION	BEGINNING BANK BALANCE	DEPOSITS	WITHDRAWALS	INTEREST PAID	SERVICE FEES	ENDING BANK BALANCE	Outstanding Checks	Deposits In Transit	Balance per General Ledger	Liabilities	Actual Cash	Number of Checks Issued
1	GENERAL FUND	\$1,062,021.94	\$489,555.56	\$549,062.79	\$151.92	\$41.00	\$1,002,625.63	\$ (10,141.72)	\$ 4,080.28	\$ 996,564.19		\$ 996,564.19	160
	Street Alley	\$384,310.27	\$85,904.56	\$25,362.20	\$0.00	\$0.00	\$444,852.63			\$444,852.63	\$ (185,698.00)	\$259,154.63	
	Street Alley Reserve	\$42,312.70	\$0.00	\$0.00	\$0.00	\$0.00	\$42,312.70			\$42,312.70		\$ 42,312.70	
	Use Tax Reserve	\$154,143.54	\$0.00	\$0.00	\$0.00	\$0.00	\$154,143.54			\$154,143.54		\$ 154,143.54	
	Nutrition	\$29,377.42	\$2,759.48	\$12,290.44	\$0.00	\$0.00	\$19,846.46			\$19,846.46		\$ 19,846.46	
	Emergency Management Reserve	\$483,951.39		\$0.00	\$41.10	\$0.00	\$483,992.49			\$483,992.49		\$ 483,992.49	
11	COURT BONDS DEPOSIT / GF MUNICIPAL COURT BOND	\$32,327.53	\$22,517.69	\$50,414.00	\$3.35	\$0.00	\$4,434.57	\$ -	\$ 2,660.00	\$ 7,094.57		\$ 7,094.57	5
5	GENERAL FUND (RESERVE) (FNB-NEW)	\$905,034.07	\$0.00	\$0.00	\$153.73	\$0.00	\$905,187.80			\$ 905,187.80		\$ 905,187.80	
7	GENERAL FUND (RESERVE) (FNB-OLD)	\$50,085.01	\$0.00	\$0.00	\$4.25	\$0.00	\$50,089.26			\$ 50,089.26		\$ 50,089.26	
8	GENERAL FUND (RESERVE) (Liberty)	\$94,911.69	\$0.00	\$0.00	\$8.58	\$0.00	\$94,920.27			\$ 94,920.27		\$ 94,920.27	
17	TECHNOLOGY FUND	\$44,787.07	\$3,091.75	\$6,487.44	\$4.77	\$0.00	\$41,396.15			\$ 41,396.15		\$ 41,396.15	3
	Impoundment Fees Fund	\$13,899.25	\$1,200.00	\$555.50	\$0.00	\$0.00	\$14,543.75			\$ 14,543.75		\$ 14,543.75	
14	CAPITAL PROJECTS FUND	\$1,900.50	\$0.00	\$0.00	\$3.95	\$0.00	\$1,904.45	-		\$ 1,904.45		\$ 1,904.45	1
	Siren Fund	\$34,223.18	\$275.00	\$1,361.70	\$0.00	\$0.00	\$33,136.48			\$ 33,136.48		\$ 33,136.48	
	Park Dedication Fee	\$10,132.72		\$0.00	\$0.00	\$0.00	\$10,132.72			\$ 10,132.72		\$ 10,132.72	
25	BLANCHARD INSURANCE FUND	\$388,834.94	\$101,018.36	\$80,387.18	\$32.47	\$0.00	\$409,498.59		-	\$ 409,498.59		\$ 409,498.59	1
26	Blanchard TIF Fund	\$251,021.20	\$59,218.33	\$0.00	\$23.75	\$0.00	\$310,263.28			\$ 310,263.28		\$ 310,263.28	
	CITY Subtotal:	\$3,983,274.42	\$765,540.73	\$725,921.25	\$427.87	\$41.00	\$4,023,280.77	-\$10,141.72	\$6,740.28	\$4,019,879.33	-\$185,698.00	\$3,834,181.33	

CONSENT AGENDA

C-5

CITY OF BLANCHARD					
Monthly Sales Tax Transfers		BUDGET FYE 21	REC'D FYE 21	+/- FYE 21	BUDGET PERCENT
01.	July 2020	100,260.42	118,680.67	18,420.26	118.37%
02.	August 2020	100,260.42	124,071.85	23,811.44	123.75%
03.	September 2020	100,260.42	124,642.04	24,381.62	124.32%
04.	October 2020	100,260.42	118,791.21	18,530.79	118.48%
05.	November 2020	100,260.42	125,582.38	25,321.97	125.26%
06.	December 2020	100,260.42	114,625.87	14,365.45	114.33%
07.	January 2021	100,260.42	122,461.47	22,201.06	122.14%
08.	February 2021	100,260.42	116,893.48	16,633.06	116.59%
09.	March 2021	100,260.42	126,298.95	26,038.53	125.97%
10.	April 2021	100,260.42	110,620.02	10,359.61	110.33%
11.	May 2021	100,260.42	0.00	0.00	0.00%
12.	June 2021	100,260.42	0.00	0.00	0.00%
FISCAL YEAR TOTAL		902,343.76	1,202,667.95	200,063.77	133.28%
MONTHLY AVERAGE TOTAL		100,260.42	120,266.80	20,006.38	119.95%
		10.00	10.00	10.00	10.00

Summarization

CITY OF BLANCHARD					
Dedicated Sales Tax Fund		BUDGET	REC'D	BALANCE	BUDGET
Sales Tax (100% of 1c*)		FYE 21	FYE 21	FYE 21	PERCENT
-	-	-	-	-	-
01.	July 2020	57,291.67	67,817.53	10,525.86	118.37%
02.	August 2020	57,291.67	70,898.20	13,606.54	123.75%
03.	September 2020	57,291.67	71,224.02	13,932.36	124.32%
04.	October 2020	57,291.67	67,880.69	10,589.02	118.48%
05.	November 2020	57,291.67	71,761.36	14,469.70	125.26%
06.	December 2020	57,291.67	65,500.50	8,208.83	114.33%
07.	January 2021	57,291.67	69,977.99	12,686.32	122.14%
08.	February 2021	57,291.67	66,796.27	9,504.61	116.59%
09.	March 2021	57,291.67	72,170.83	14,879.16	125.97%
10.	April 2021	57,291.67	63,211.44	5,919.77	110.33%
11.	May 2021	57,291.67	0.00	0.00	0.00%
12.	June 2021	57,291.67	0.00	0.00	0.00%
-	-	-	-	-	-
FISCAL YEAR TOTAL		515,625.01	687,238.83	114,322.16	133.28%
MONTHLY AVERAGE TOTAL		57,291.67	68,723.88	11,432.22	13.33%
		10.00	10.00	10.00	10.00

Table 1

CITY OF BLANCHARD		BUDGET	REC'D	BALANCE	BUDGET
Street n Alley Fund		FYE 21	FYE 21	FYE 21	PERCENT
Sales Tax (75% of 1c)					
01.	July 2020	42,968.75	50,863.15	7,894.40	118.37%
02.	August 2020	42,968.75	53,173.65	10,204.90	123.75%
03.	September 2020	42,968.75	53,418.02	10,449.27	124.32%
04.	October 2020	42,968.75	50,910.52	7,941.77	118.48%
05.	November 2020	42,968.75	53,821.02	10,852.27	125.26%
06.	December 2020	42,968.75	49,125.37	6,156.62	114.33%
07.	January 2021	42,968.75	52,483.49	9,514.74	122.14%
08.	February 2021	42,968.75	50,097.20	7,128.45	116.59%
09.	March 2021	42,968.75	54,128.12	11,159.37	125.97%
10.	April 2021	42,968.75	47,408.58	4,439.83	110.33%
11.	May 2021	42,968.75	0.00	0.00	0.00%
12.	June 2021	42,968.75	0.00	0.00	0.00%
FISCAL YEAR TOTAL		386,718.76	515,429.12	85,741.62	133.28%
MONTHLY AVERAGE TOTAL		42,968.75	51,542.91	8,574.16	13.33%
		10.00	10.00	10.00	10.00

Table 2

CONSENT ITEM REMOVAL

PUBLIC COMMENTS

COUNCIL – STAFF COMMENTS

EXECUTIVE SESSION

FURTHER INFORMATION

FURTHER INFO

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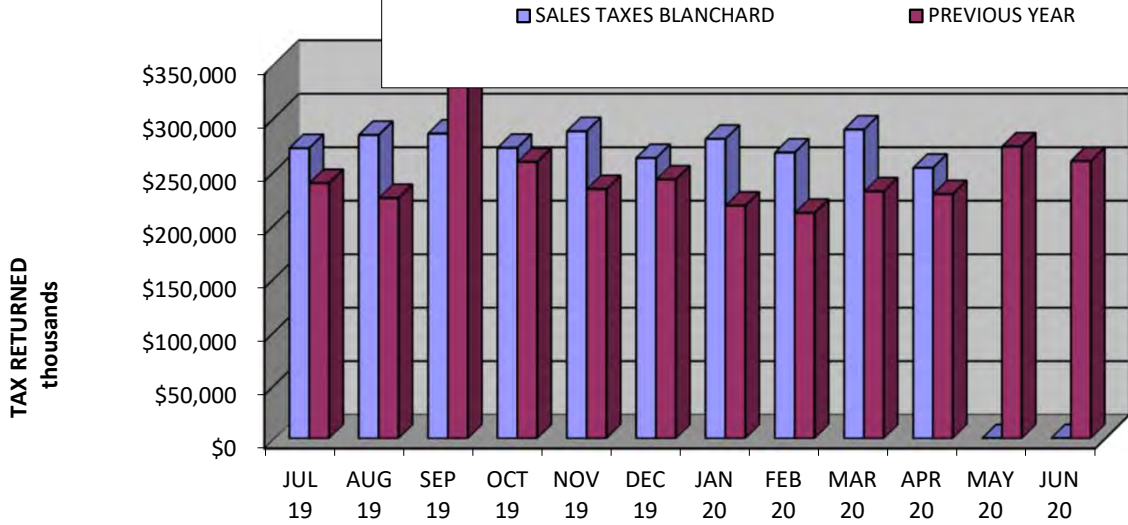
BLANCHARD

RECORD OF SALES TAXES RETURNED TO ENTITY Raw data from Oklahoma Tax Commission reports

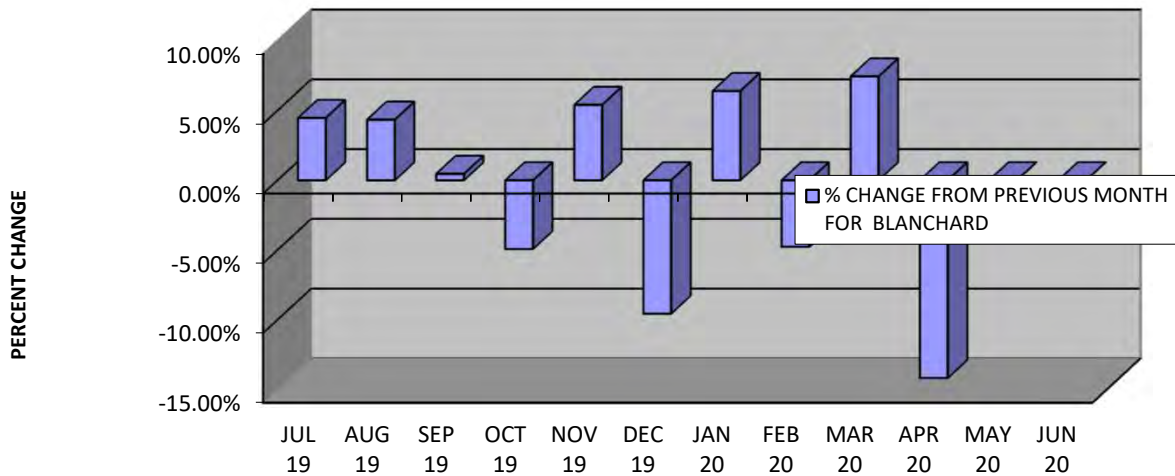
MONTH	AMOUNT	% CHANGE FROM		SAME MO. CHANGE FROM	
		RATE	PREV. MO.	PREV. YR.	PREV.YR.
JUL 19	\$271,270.01	4.0000	4.47%	\$238,593.35	13.70%
AUG 19	\$283,592.81	4.0000	4.35%	\$224,605.68	26.26%
SEP 19	\$284,896.09	4.0000	0.46%	\$330,518.23	-13.80%
OCT 19	\$271,522.76	4.0000	-4.93%	\$258,405.27	5.08%
NOV 19	\$287,045.45	4.0000	5.41%	\$233,016.24	23.19%
DEC 19	\$262,001.98	4.0000	-9.56%	\$241,952.56	8.29%
JAN 20	\$279,911.94	4.0000	6.40%	\$217,431.55	28.74%
FEB 20	\$267,185.09	4.0000	-4.76%	\$210,705.41	26.81%
MAR 20	\$288,683.32	4.0000	7.45%	\$230,780.72	25.09%
APR 20	\$252,845.77	4.0000	-14.17%	\$228,306.16	10.75%
MAY 20	\$0.00	4.0000		\$272,726.20	
JUN 20	\$0.00	4.0000		\$259,149.52	
YTD TOT.	\$2,748,955.22			\$2,414,315.17	13.86%

YEAR	AMOUNT	MO. @ CHANGE FROM	
		RATE	PREV. YR.
FYE 20	2,946,191	4-Dec	-8.22%
FYE 19	3,210,203	12-4	17.58%
FYE 18	2,730,209	12-4	12.47%
FYE 17	2,427,525	12-4	13.25%
FYE 16	2,143,534	12-4	-0.91%
FYE 15	2,163,145	12-4	3.21%
FYE 14	2,095,965	12-4	10.85%
FYE 13	1,890,858	12-4	-5.58%
FYE 12	2,002,629	12-4	-21.34%
FYE 11	2,545,885	12-4	6.89%
FYE 10	2,381,831	12-4	-0.85%
FYE 09	2,402,284	12-4	3.91%
FYE 08	2,311,797	12-4	5.54%
FYE 07	2,190,525	11-4	10.49%
FYE 06	1,982,473	5-3	-4.48%
FYE 05	2,075,502	12-4	7.02%
FYE 04	1,939,271	12-4	17.79%
FYE 03	1,646,323	12-4	0.26%
FYE 02	1,642,131	12-4	6.17%
FYE 01	1,546,679	12-4	-16.64%
FYE 00	1,855,347	11-5	23.11%
FYE 99	1,507,021	5-5	12.03%
FYE 98	1,345,224	12-4	2.56%
FYE 97	1,311,588	12-4	3.35%
FYE 96	1,269,019	12-4	31.32%
FYE 95	966,365	1-4	4.98%
FYE 94	920,506	12-3	6.40%
FYE 93	865,175	12-3	4.18%
FYE 92	830,461	12-3	2.23%
FYE 91	812,383	12-3	

SALES TAX RETURNED



PERCENT CHANGE IN SALES TAX REVENUE



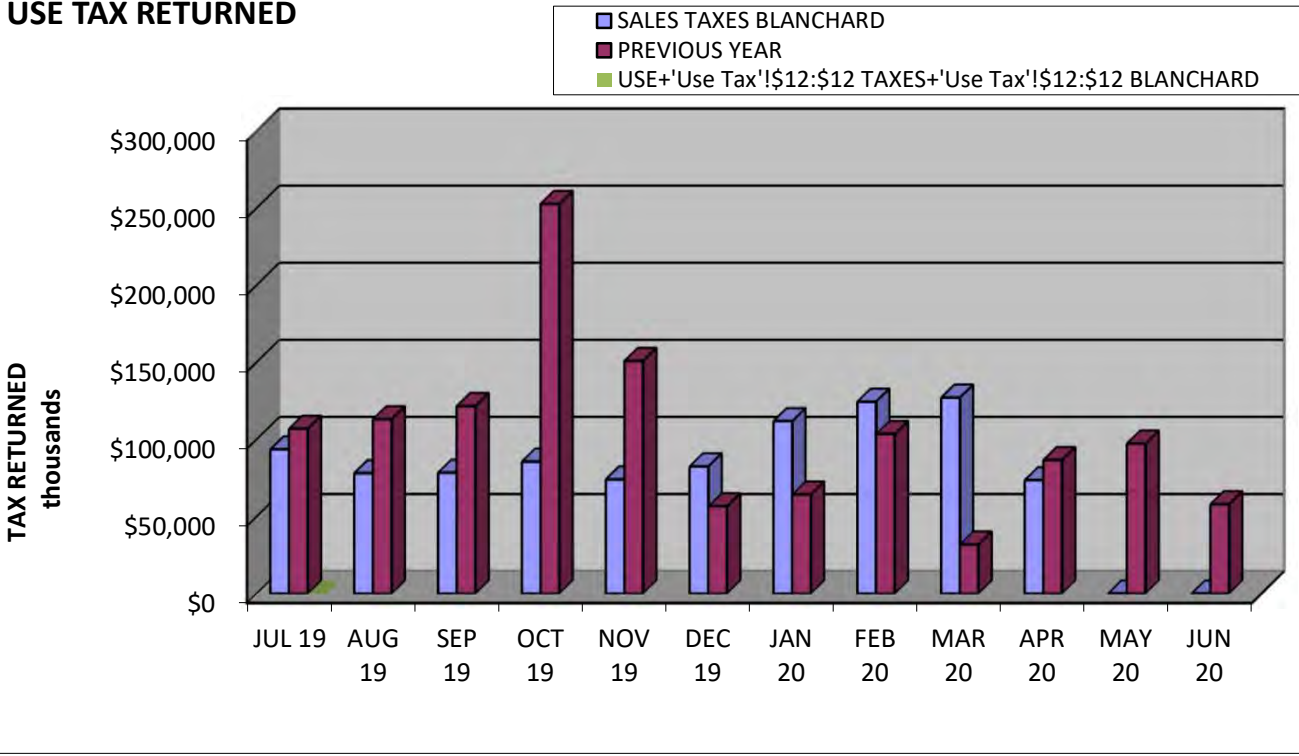
BLANCHARD

RECORD OF USE TAXES RETURNED TO ENTITY Raw data from Oklahoma Tax Commission reports

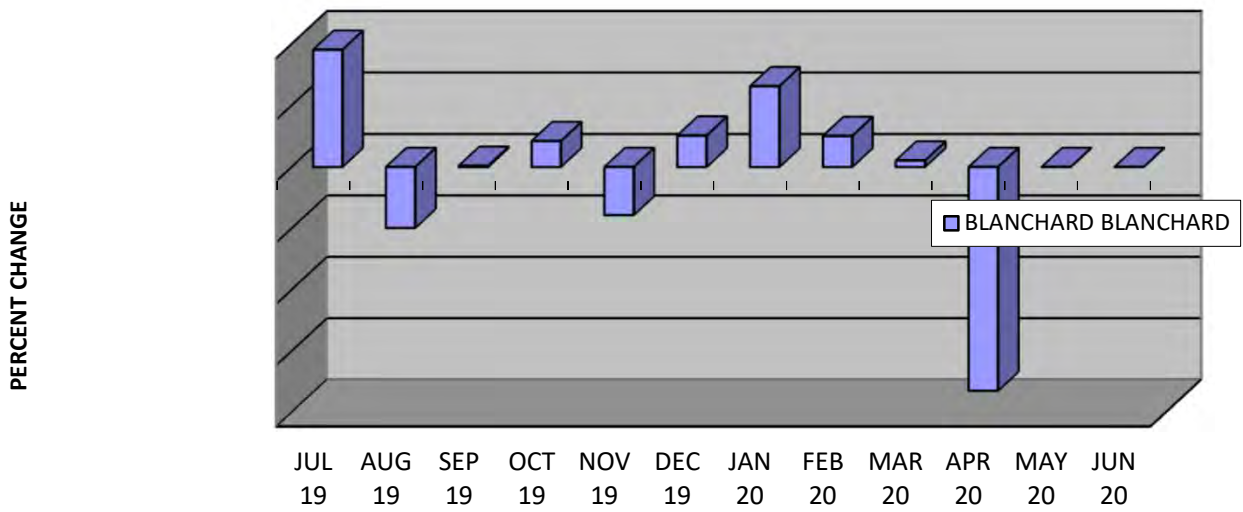
MONTH	AMOUNT	% CHANGE FROM		SAME MO. CHANGE FROM	
		RATE	PREV. MO.	PREV. YR.	PREV. YR.
JUL 19	\$93,410.49	4.0000	38.14%	\$106,769.53	-12.51%
AUG 19	\$77,952.78	4.0000	-19.83%	\$112,883.70	-30.94%
SEP 19	\$78,265.11	4.0000	0.40%	\$121,458.85	-35.56%
OCT 19	\$85,472.26	4.0000	8.43%	\$252,544.84	-66.16%
NOV 19	\$73,911.74	4.0000	-15.64%	\$150,710.74	-50.96%
DEC 19	\$82,342.61	4.0000	10.24%	\$56,520.34	45.69%
JAN 20	\$111,705.76	4.0000	26.29%	\$64,144.18	74.15%
FEB 20	\$124,258.01	4.0000	10.10%	\$103,380.43	20.19%
MAR 20	\$126,933.51	4.0000	2.11%	\$31,733.69	300.00%
APR 20	\$73,408.57	4.0000	-72.91%	\$86,464.86	-15.10%
MAY 20	\$0.00	4.0000		\$97,133.61	
JUN 20	\$0.00	4.0000		\$57,785.07	
YTD TOT.	\$927,660.84			\$1,086,611.16	-14.63%

YEAR	AMOUNT	MO. @ % CHNGE FROM	
		RATE	PREV. YR.
FYE 20	1,241,530	12-4	26.33%
FYE 19	982,748	12-4	150.26%
FYE 18	392,687	12-4	50.97%
FYE 17	260,111	12-4	10.13%
FYE 16	236,187	12-4	32.86%
FYE 15	177,771	12-4	18.59%
FYE 14	149,908	12-4	16.10%
FYE 13	129,116	12-4	16.92%
FYE 12	110,426	12-4	
FYE 11	0	12-4	
FYE 10	0	12-4	

USE TAX RETURNED



PERCENT CHANGE IN USE TAX REVENUE



FURTHER INFO

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BETA

2021

	Jan	2/1	March	4/5	May	6/7	July	8/2	Sep	10/4	Nov	12/6	4-mos	Overall
Erhardt, T	0	P	0	P	0		0		0		0		100%	100%
Heefner, J	0	P	0	P	0		0		0		0		100%	100%
Ray, G	0	A	0	P	0		0		0		0		50%	50%
Scalf, M	0	P	0	P	0		0		0		0		100%	100%
Odle, E	0	P	0	P	0		0		0		0		100%	100%
Green, K	0	P	0	P	0		0		0		0		100%	100%
Callahan, C	0	A	0	P	0		0		0		0		50%	50%

P=Present, A=Absent, O=No Meeting, @=No Quorum, *=Special Meeting, NA=Not Applicable

BMIA

2021

	12/8	1/26	2/23	3/23	4/27	5/25	6/22	7/27	8/24	9/28	10/26	11/9	12/14	4-mos	Overall
CLOUD, J	P	P	P	P										100%	100%
SCALF, M	P	P	P	P										100%	100%
RYANS, A	P	P	P	P										100%	100%
MISENHEIMER,	P	P	P	P										100%	100%
ODLE, E	P	P	P	P										100%	100%

P=Present, A=Absent, O=No Meeting, @=No Quorum, *=Special Meeting, NA=Not Applicable

BOA

2021

	1/19	2/16	3/16	4/20	5/18	6/22	7/20	8/17	9/21	10/19	11/16	12/21	4-mos	Overall
Elden, M	P	o	o	o									100%	100%
Stokes, D	A	o	o	o									100%	0%
Whitt, B	P	o	o	o									100%	100%
Hanois, T	P	o	o	o									100%	100%
Tyler, J	P	o	o	o									100%	100%

P=Present, A=Absent, O=No Meeting, @=No Quorum, *=Special Meeting, NA=Not Applicable

CITY COUNCIL

2021

*

	12/8	12/15	1/26	2/23	3/23	4/27	5/25	6/22	7/27	8/24	9/28	10/26	11/9	12/14	4-mos	Overall
Cloud, J	P	P	P	P	P										100%	100%
Scaff, M	P	P	P	P	P										100%	100%
Ryans, A	P	P	P	P	P										100%	100%
Misenheimer, S	P	A	P	P	P										100%	80%
Odle, E	P	P	P	P	P										100%	100%

P=Present, A=Absent, O=No Meeting, @=No Quorum, *=Special Meeting, NA=Not Applicable

PLANNING COMMISSION

2021

	1/14	2/11	3/11	4/8	5/13	6/10	7/8	8/12	9/9	10/14	11/4	12/9	4-mos	Overall
Tompkins, J	P	P	P	P									100%	100%
Franklin, L	P	A	P	P									75%	75%
Smith, D	P	A	A	P									50%	50%
Gee, S	A	A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0%	0%
Short, C	N/A	N/A	P	P									100%	100%
Ward, A	P	P	A	P									75%	75%

P=Present, A=Absent, O=No Meeting, @=No Quorum, *=Special Meeting, NA=Not Applicable

FURTHER INFO

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ACO Weekly Report Sheet

Week Ending 3/5/21

- Animals Still In Custody
- Animals Picked Up
- Animals Adopted Out
- Animals Disposed Of
- Animals Returned to Owner
- Animals Transferred to Rescue
- Citations Issued
- Verbal Warnings
- Written Warnings
- Training Hours

0
2
0
0
2
0
0
1
1
0

ACO Weekly Report Sheet

Week Ending 3/12/21

- Animals Still In Custody 0
- Animals Picked Up 3
- Animals Adopted Out 0
- Animals Disposed Of 0
- Animals Returned to Owner 3
- Animals Transferred to Rescue 0
- Citations Issued ~~1~~ 2
- Verbal Warnings 1
- Written Warnings 1
- Training Hours 0

ACO Weekly Report Sheet

Week Ending 3/26/21

- Animals Still In Custody 0
- Animals Picked Up 1
- Animals Adopted Out 0
- Animals Disposed Of 0
- Animals Returned to Owner 1
- Animals Transferred to Rescue 0
- Citations Issued 0
- Verbal Warnings 0
- Written Warnings 1
- Training Hours 0

ACO Monthly Report Sheet Month March

• Animals still in custody	<u>0</u>
• Animals picked up	<u>7</u>
• Animals adopted out	<u>0</u>
• Animals disposed of	<u>0</u>
• Animals returned to owner	<u>7</u>
• Animals transferred to rescue	<u>0</u>
• Citations issued	<u>4</u>
• Verbal warnings	<u>2</u>
• Written warnings	<u>4</u>
• Training hours	<u>0</u>



Blanchard Code Enforcement Compliance and Inspections Report

March 2021

Inspections by Type:

- **Footing** 5
- **Framing** 13
- **Roofing** 9
- **Electrical**
 - Temp Pole 3
 - Rough In 14
 - Temp Final 13
 - Final 10
- **Plumbing**
 - Ground 6
 - Top Out 10
 - Final 7
 - Gas 13
- **Heat and Air**
 - Ground 0
 - Top Out 9
 - Final 7

Total Inspections: 119

Code Compliance Calls:

- | | | |
|--------------------------|---------------------------------|---------------------------|
| ___ High Grass/Weeds | ___ Trash/Rubbish/Debris | ___ Derelict Vehicle |
| ___ Animal Problem | ___ Dilapidated Building | ___ Home Business |
| ___ Septic Tank Problems | ___ Junk Accumulation | <u>1</u> Zoning Violation |
| ___ Attractive Nuisance | ___ RVs, Boats, Campers | <u>2</u> Trees/Shrubs |
| ___ Stormwater Issues | ___ Drainage | ___ Illegal Signage |
| ___ Illegal Parking | ___ Construction Without Permit | |

Other: _____

Total Work Orders 3

The following alert(s) have been found:

Please validate your login account email address below. We will periodically ask you to validate your current email address to assure you are able to receive email for this account in the future. If it is invalid, please update your email address and click Confirm Email.

codeinspector@cityofblanchard.us

Confirm Email

Receipt - Mail-In

Blanchard, City of

Please print two (2) copies of this receipt. One copy is for your records. The other copy should be sent in to OUBCC with your payment. Please send full payment amount and a copy of this receipt to:

Oklahoma Uniform Building Code Commission
P.O. Box 268946
Oklahoma City, OK 73126-3946

March 2021

Date Entered in System: 04/06/2021

Total permits issued:	44
Total Fees:	\$176.00
Late Fee:	\$0.00
Payment Due:	\$176.00
Payment Amount Received:	\$0.00
Balance Due:	\$0.00

Your total amount due for the March 2021 reporting period is \$176.00. Your report status will remain 'pending' until the total payment, including any late fees due, has been paid.

Note: If you have another report to submit, click "Main Menu" and then "Submit Report". You can print a copy of this report under "Historical Reports" on the Main Menu.

The following alert(s) have been found:

Please validate your login account email address below. We will periodically ask you to validate your current email address to assure you are able to receive email for this account in the future. If it is invalid, please update your email address and click Confirm Email.

codeinspector@cityofblanchard.us

Reporting Information

Jurisdiction Blanchard, City of

Report Year 2021

Report Month March

Report Comments

Date Entered in System: 04/06/2021

Note: Monthly reports are required even if no fees were collected.

Note: You must submit reports in chronological order. The month/year shown above is the next reporting period that needs to be submitted.

Note: Please include all permits waived in your permit reporting information. Enter the total number of permits waived at the bottom of the page and those permits will be subtracted from your total amount due.

Permit Type	Number of Permits	Fee per Permit	Total Permit Fee
Residential Building Permits	10	\$4.00	\$40.00
Residential Plumbing Permits	8	\$4.00	\$32.00
Residential Mechanical Permits	6	\$4.00	\$24.00
Residential Electrical Permits	9	\$4.00	\$36.00
Commercial Building Permits	0	\$4.00	\$0.00
Commercial Plumbing Permits	0	\$4.00	\$0.00
Commercial Mechanical Permits	0	\$4.00	\$0.00
Commercial Electrical Permits	0	\$4.00	\$0.00
Fire Protection Permits	0	\$4.00	\$0.00
Swimming Pool Permits	2	\$4.00	\$8.00
Storm Shelter Permits (Residential & Commercial)	9	\$4.00	\$36.00
Other Building Related Permits (Enter Other Permit Information.) If 1 or more 'Other Permits' please add a description.	0	\$4.00	\$0.00
Sub Totals	44		\$176.00
Permits Waived By Jurisdiction	0		\$0.00
**Late Fee			\$0.00
Total Payment Required	44		\$176.00

**** Pursuant to 59 O.S. § Section 1000.25, the Oklahoma Uniform Building Code Commission is required to assess and collect a late fee of one percent (1%) per month for past-due payments until paid. Beginning at 12:00 a.m. the morning of August 22, 2014, an amendment to 59 O.S. § Section 1000.25 becomes effective that eliminates the payment of any future late fees from that day forward. However, any late fees incurred for past-due payments up to and including 11:59 p.m. the night of August 21, 2014, that have not been paid remain due and payable to the State of Oklahoma until paid.**

GENERAL LEDGER HISTORY REPORT
 FROM 3/2021 TO 3/2021

ACCOUNT NUMBER	JOB/PO	ACCOUNT TITLE	(FISCAL	9/2021 TO	9/2021)		DEBITS	CREDITS	NET CHANGE	
JOURNAL DATE	PERIOD	ACCT NO	INVOICE NO	CHECK NO	REFERENCE				ENDING BAL	
105-02-2195		STATE PERMIT (NEW CONST) - GEN						80.00		
RM8611	3/05/21	9/21	R-2021-015	R-2021-015	3	CLINT KING CONS		16.00		
AP7173	3/08/21	9/21	89559 OK UNIFORM BLD FEB2021		2	PERMIT FEES-NEW	80.00			
			298531							
AP7173	3/08/21	9/21	LIQUIDATION			80.00-				
			89559 OK UNIFORM BLD FEB2021		2	30306 PERMIT FEES-NEW				
			298531							
RM8672	3/16/21	9/21	R-2021-016	R-2021-016	3	DP HOMES		16.00		
RM8695	3/22/21	9/21	C-2021-002	C-2021-002	3	STALLINGS		16.00		
RM8733	3/30/21	9/21	R-2021-018	R-2021-018	3	PICKARD BROTHER		16.00		
RM8733	3/30/21	9/21	R-2021-019	R-2021-019	3	MUSHBURN FAIRES		16.00		
						BUDGET		.00		
						ENCUMBERED	1,516.00			
						AVAILABLE	1,596.00-			
							80.00	80.00	80.00	
REPORT TOTALS										
TOTAL DEBITS / CREDITS								80.00	80.00	

R-2021-015	3/3/2021	3/5/2021	MCCLAIN	RYAN ANNESLEY	KINGS CONSTRUCT	405-388-7185	1867 NE 25TH ST	RES	5000	142,000	2927
R-2021-016	3/8/2021	3/15/2021	MCCLAIN	TRADEWIND INVES	DP GAMBLE HOMES	405-207-8306	695 MEGAN LANE	RES	3218	210,000	3050.32
C-2021-002	2/18/2021	3/22/2021	MCCLAIN	STALLINGS LAW OF	STALLINGS LAW OF	405-425-3444	1015 N COUNCIL AVE	COM	10800		4979
R-2021-018	3/12/2021	3/30/2021	MCCLAIN	PICKARD AND SONS	PICKARD AND SONS	405-361-4403	570 WINDMILL AVE	RES	2337	375,000	2923.64
R-2021-019	3/22/2021	3/30/2021	MCCLAIN	CAINAN ANTHONY	MASHBURN FAIRES	405-793-8122	6630 N COUNTYLINE A	RES	2585	319,100	783.4

GENERAL LEDGER HISTORY REPORT

FROM 3/2021 TO 3/2021

ACCOUNT NUMBER	JOB/PO	ACCOUNT TITLE	(FISCAL	9/2021 TO	9/2021)		DEBITS	CREDITS	NET CHANGE	
JOURNAL	DATE	PERIOD	ACCT NO	NAME	INVOICE NO	CHECK NO	REFERENCE		ENDING BAL	
105-02-2157				STATE PERMIT (GENERAL CONST) -				52.00	00	
RM8595	3/03/21	9/21		GC-2021-024	GC-2021-024	1	PREFERRED SHEL	4.00		
RM8595	3/03/21	9/21		GC-2021-025	GC-2021-025	1	ELECTRICAL SERV	4.00		
RM8595	3/03/21	9/21		GC-2021-026	GC-2021-026	1	GROUND ZERO STO	4.00		
RM8611	3/05/21	9/21		GC-2021-027	GC-2021-027	1	OWNER AS GEN CO	4.00		
RM8611	3/05/21	9/21		GC-2021-028	GC-2021-028	1	OWNER AS GEN CO	4.00		
AP7173	3/08/21	9/21	89559	OK UNIFORM BLD FEB2021		1	30306 PERMIT FEES-GEN	52.00		
AP7173	3/08/21	9/21	298531	LIQUIDATION			52.00-			
			89559	OK UNIFORM BLD FEB2021		1	30306 PERMIT FEES-GEN			
			298531							
RM8646	3/11/21	9/21		GC-2021-029	GC-2021-029	1	WHITFIELD POOLS	12.00		
RM8662	3/15/21	9/21		GC-2021-003	GC-2021-003	1	OWNER AS GEN CO	4.00		
RM8662	3/15/21	9/21		GC-2021-032	GC-2021-032	1	SHAWN HURST	8.00		
RM8662	3/15/21	9/21		GC-2021-033	GC-2021-033	1	RICHARD CERVANT	8.00		
RM8695	3/22/21	9/21		GC-2021-035	GC-2021-035	1	OWNER AS GEN CO	4.00		
RM8695	3/22/21	9/21		GC-2021-030	GC-2021-030	1	GROUND ZERO STO	4.00		
RM8695	3/22/21	9/21		GC-2021-034	GC-2021-034	1	OWNER AS GEN CO	4.00		
RM8695	3/22/21	9/21		GC-2021-036	GC-2021-036	1	SPRAGUES BACKHO	4.00		
RM8712	3/25/21	9/21		GC-2021-037	GC-2021-037	1	FLAT SAFE	4.00		
RM8712	3/25/21	9/21		GC-2021-038	GC-2021-038	1	GROUND ZERO STO	4.00		
RM8726	3/29/21	9/21		GC-2021-039	GC-2021-039	1	OKLAHOMA POOL	12.00		
RM8738	3/31/21	9/21		GC-2021-040	GC-2021-040	1	OWNER AS GEN CO	4.00		
RM8738	3/31/21	9/21		GC-2021-041	GC-2021-041	1	RED DIRT SEPTIC	4.00		
				BUDGET			.00			
				ENCUMBERED			536.00			
				AVAILABLE			632.50-			
							52.00	96.00	96.00	
									00	
REPORT TOTALS								52.00	96.00	
TOTAL DEBITS / CREDITS								52.00	96.00	

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GC-2021-024	2/19/2021	3/3/2021	ALIX POSZ	PREFERRED SHELTER	1070 N COUNTY LINE AVE	STORM SHELTER	MCCLAIN	
GC-2021-025	3/1/2021	3/3/2021	MARSHA BARNETT	ELECTRICAL SERVICE PROFESSIONALS	120 N HARRISON AVE	REMODEL	MCCLAIN	
GC-2021-026	3/1/2021	3/3/2021	MARC JOHNSON	GROUND ZERO	2019 SANDPIPER DR	STORM SHELTER	MCCLAIN	
GC-2021-027	3/3/2021	3/5/2021	JONATHAN MOORE	JON MOORE SRS	1617 FOXBORO LANE	OUTBUILDING*	MCCLAIN	900
GC-2021-029	3/8/2021	3/11/2021	CHELSE PHILLIPS	WHITFIELD POOLS	1880 HIGH RIDGE DR	POOL	MCCLAIN	
GC-2021-003	1/7/2021	3/15/2021	RILEY ASHBY	SELF	431 LOCUST GROVE	CARPOT*	MCCLAIN	
GC-2021-032	3/11/2021	3/15/2021	COY EMBRY	SHAWN HURST	3221 RIDGE VIEW LANE	OUTBUILDING*	MCCLAIN	1500
GC-2021-033	3/11/2021	3/15/2021	NENA DOWNING	RICHARD CERVANTEZ	1004 N COUNCIL AVE	REMODEL*	MCCLAIN	
GC-2021-030	3/18/2021	3/22/2021	CARLIE KING	GROUND ZERO SHELTERS	692 MEGAN LANE	STORM SHELTER	MCCLAIN	
GC-2021-034	3/18/2021	3/22/2021	BART AND KERALI DA	BART DAVIS	1205 LADDERBACK LANE	ELECTRICAL	MCCLAIN	
GC-2021-035	3/18/2021	3/22/2021	AARON SNYDER	4F ELECTRICAL SERVICES	107 S ROCKWELL	ELECTRICAL	MCCLAIN*	
GC-2021-036	3/19/2021	3/22/2021	BRANDON TUDOR	SPAGUES BACKHOE	900 N MONROE	STORM SHELTER	MCCLAIN*	
GC-2021-037	3/24/2021	3/25/2021	RAYMOND AND ROBIN	FLATS SAFE TORNADO SHELTER	1898 DOC BAR AVE	STORM SHELTER	MCCLAIN*	
GC-2021-038	3/24/2021	3/25/2021	CONNOR BILLEG	GROUND ZERO SHELTERS	2501 NW 10TH ST	STORM SHELTER	MCCLAIN*	
GC-2021-039	3/29/2021	3/29/2021	DUSTIN NEWBERRY	OKLAHOMA POOL AND PATIO	7088 SLEEPY HOLLOW AVE	POOL	MCCLAIN*	
GC-2021-040	3/29/2021	3/31/2021	DP GAMBLE HOMES	RED DIRT SPETIC	574 MEGAN LANE	STORM SHELTER	MCCLAIN*	
GC-2021-041	3/29/2021	3/31/2021	DP GAMBLE HOMES	RED DIRT SPETIC	2129 GRANTS PASS AVE	STORM SHELTER	MCCLAIN*	

BLANCHARD EMERGENCY MANAGEMENT COMMUNICATIONS

REPORT

MARCH 2021

TOTAL CALLS

2,665

911 CALLS

FIRE/MEDICAL	69
POLICE	26
HANG UP	0
TOTAL	95

ANIMAL CALLS

AT LARGE	1
OTHER	13
WELFARE CHECK	0
TOTAL	14

WATER/SEWER	3
-------------	---

TOTAL 3

TOTAL CALLS PER DISPATCHER

STINSON	53
SIMS	467
NABORS	316
POWELL	709
THRASH	421

TRAINING

WORK PLACE CONDITIONS MARCH 31ST 2021

MEETINGS

FRIDAY 26TH

Blanchard Fire Department

Blanchard, OK

This report was generated on 4/22/2021 3:02:04 PM



Incident Type Count per Station for Date Range

Start Date: 03/01/2021 | End Date: 03/31/2021

INCIDENT TYPE	# INCIDENTS
Station: 01 - BLANCHARD FIRE STATION	
111 - Building fire	5
131 - Passenger vehicle fire	2
142 - Brush or brush-and-grass mixture fire	1
143 - Grass fire	16
311 - Medical assist, assist EMS crew	66
324 - Motor vehicle accident with no injuries.	3
340 - Search for lost person, other	1
412 - Gas leak (natural gas or LPG)	4
424 - Carbon monoxide incident	1
511 - Lock-out	1
553 - Public service	1
611 - Dispatched & cancelled en route	5
621 - Wrong location	1
631 - Authorized controlled burning	4
743 - Smoke detector activation, no fire - unintentional	1
744 - Detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	2

Incidents for 01 - Blanchard Fire Station:

115

Only REVIEWED incidents included.



emergencyreporting.com

Doc Id: 857

Page # 1 of 1

Director of Parks / Recreation

Report for Council

Month March 2021

Director of Parks & Recreation

Prepared by Chris Wittenbach

Special Projects

- Working on City website and Facebook with ongoing community info.
- Updates to the LED Sign
- Provided Community Service Hours
- Manage Parks Crew Started Mowing this month
- Continued various duties as directed by City Manager.
- Conducted 130 walk through inspections at city parks.
- Organize and controls of rental facilities. (on hold)

Special Events

Started Planning Independence Celebration, Citywide Crawfish Broil, ATV Poker Run, Memorial Poker run and lined out Summer Concerts.

Scheduled events for 2021 (List to be provided in February)

Blanchard Police Department
 P.O. Box 480 Blanchard, OK 73010
 (405) 485-9391

ODIS Summary Report From 03/01/2021 - 03/31/2021

Booking Summary Report

Booking Record					
Inmate Booked	10	Inmate Released	10		
Male	8	Male	8		
Female	2	Female	2		
Unknown	0	Unknown	0		
Federal Inmate Booked	0				
Federal Inmate Released	0				
Booking Officer		Arresting Officer		Releasing Officer	
Total	Officer Name	Total	Officer Name	Total	Officer Name
1	NABORS, KIMBERLY	3	EATON, SEAN	2	NABORS, KIMBERLY
1	POWELL, LAUREN	1	GRIFFITH, DREW	2	POWELL, LAUREN
4	SIMS, FAITH	1	OGDEN, BEAU	3	SIMS, FAITH
4	THRASH, TABITHA	4	WALLIS, STEVE	3	THRASH, TABITHA
10	GRAND TOTAL	9	GRAND TOTAL	10	GRAND TOTAL

Incident Summary Report

Incident Record	
Incident Report Filed	48
Sensitive Report	1
Classified Report	0
Report Approved	0
Offense Summary	
Total	Offense (IBR)
4	Assault - Simple
1	Burglary/Breaking and Entering
5	Driving Under the Influence
3	Drug/Narcotics - Violations - Marijuana
1	Drunkenness
2	Fraud - Credit Card/Automated Teller Machine Fraud
1	Fraud - False Pretenses/Swindle/Confidence Game
2	Larceny/Theft - All Other
1	Larceny/Theft - From Building
1	Liquor Law Violations
5	Other Offenses
1	Public Peace - Found Property
1	Public Peace - Mental Case
1	Public Peace - Other
2	Public Peace - Unattended Death
1	Sex - Forcible Fondling
1	Stolen Vehicle/Motor Vehicle Theft
2	Threats/Intimidation

- 6 Traffic - Impounds
- 7 Traffic - Other
- 2 Trespassing of Real Property
- 4 Warrants - Local
- 1 Warrants - Other
- 55 GRAND TOTAL

Originating Officer Report

Total Originating Officer

- 8 EATON, SEAN
- 5 GRIFFITH, DREW
- 3 MAGERUS, KALEM
- 9 MCCLINTOCK, TAWNY
- 7 OGDEN, BEAU
- 1 SELF, JENNIFER
- 2 STINSON, CHASE
- 13 WALLIS, STEVE
- 48 GRAND TOTAL

Total Report Filed 50
 Total Reports Assigned to Detective 5
 Total Reports Un-Assigned 45

Report Assigned To	Total	Open	Closed
RHODES, STEPHEN	5	3	2
GRAND TOTAL	5	3	2

Case Closed Detail	Total
Closed By	
Cleared - Referred	1
Cleared - Unfounded	1

Total Report Filed 50
 Total Open Cases 21
 Total Closed Cases 29

Cleared By	Total
Charges Filed	1
Cleared - By Arrest	6
Cleared - Referred	5
Cleared - Unfounded	2
Deactivated by Supervisor Upon Review	15
GRAND TOTAL	29

Citation Summary Report

Citation Record

Citation Filed (Exclude Warning) 0
 Citation Warning Filed 0

Officer Violation Report (Include Warning Citation)

No records found.

Citation Payment Method Summary

Total Cash \$0.00
 Total Checks \$0.00
 Total Credit Cards \$0.00
 Total Money Orders \$0.00

Total Other	\$0.00
Grand Total	<u>\$0.00</u>

Warrant Summary Report

Warrant Record			
Warrant Issued		12	
Warrant Served		0	
Warrant Recalled		0	
Warrant Issued			
Total	Warrant Type		Bond Amount
12	Traffic - Filed By Citation		\$840.00
12	GRAND TOTAL		\$840.00
Warrant Served			
No records found.			
Warrant Recalled			
No records found.			
Warrant Payment Method Summary			
Total Cash		\$0.00	
Total Checks		\$0.00	
Total Credit Cards		\$0.00	
Total Money Orders		\$0.00	
Total Other		\$0.00	
Grand Total		<u>\$0.00</u>	

Protective Order Summary Report

Protective Order Record	
Protective Order Issued - Non Emergency	0
Protective Order Issued - Emergency	0

Civil Process Summary Report

Civil Process Record	
Civil Process Issued	0
Group By Process Type	Group By Court Type
No records found.	No records found.

Field Interview Summary Report

Field Interview Record	
Field Interview Issued	0
Group By Interviewed Officer	
No records found.	

Accident Summary Report

Accident Record

Accident Record	5
Accident with DUI	0
Accident with Hit & Run	2
Accident with Fatality	0

Radio Log Summary Report

Radio Log Record

Radio Log Record	2,665
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Group By Call Type

Total	Initial Call Type
171	28/29
2	42/43/44
31	911 - Fire Dept
38	911 - First Responders
26	911 - Police Dept
3	Abandoned Vehicle
1	Accident - Hit and Run
1	Accident - Injury
1	Accident - No Injury
2	Accident - Unknown Injury
26	Agency Assist
8	Alarm - Business
1	Alarm - Glass Break
3	Alarm - Panic/Holdup
15	Alarm - Residential
1	Animal Call - At Large
13	Animal Call - Other
1	BOLO - Vehicle
238	Business Check
116	Busy
2	Citizen Assist
142	Controlled Burn
1	Court - District
2	Court - Municipal
5	Debris in Roadway
18	Disturbance
2	Enroute to McClain County
3	Escort
1	Escort - Funeral
38	Extra Patrol
1	Field Contact
7	Fire Call
2	Fire Grass
1	Fire Structure
7	Follow-Up Investigation
5	Footpatrol
1	Fraud

Group By Final Type

Total	Final Call Type
2,662	
1	Noise Disturbance
1	Traffic Stop
1	Unattended Death
2,665	GRAND TOTAL

83	Fueling Vehicle
1	Homicide
34	Information
2	Intoxicated Person
21	Meal Break
1	Medical Call - Assist
14	Medical Emergency
3	Mental Person(s)
15	Miscellaneous/Officer Generated Activities (MA)
22	Motorist Assist
7	Noise Disturbance
151	Off Shift
223	On Shift
2	Open Door - Residence
21	Other
6	Patrol
1	Property Damange
24	Reckless Driver
28	Recreational Area Check
1	Repo
23	Reports
474	Residential Patrol
16	School
8	School Bus Route Enforcement
1	Shot(s) Heard
1	Shots Fired
1	Stolen Property
3	Stolen Vehicle
1	Suicide - Attempted
14	Suspicious Person(s)
22	Suspicious Vehicle(s)
9	Traffic Complaint
3	Traffic Control
11	Traffic Control - School Zone
425	Traffic Stop
9	Training
5	Transporting
3	Unknown Problem
5	Vehicle Maintenance
20	Walk In
1	Warrant Service - Arrest
3	Water / Sewer
11	Welfare Check - Citizen
2,665	GRAND TOTAL

	IMPROPER TAG DISPLAY	FAILURE TO STOP AT STOP SIGN	OBST TAG	DISTRACTED DRIVING	LEFT LANE VIOLATION	MINOR ON ROADWAY	PARKED IN FRONT OF FIRE HYDRANT	FAIL TO YEILD	
501 WHITE									0
502 BEILOUNY									0
503 RHODES									0
505 WALLIS	5	1	2	1	2	1	1		13
506 MCCLINTOCK								1	1
507 MAGERUS		1			2				3

IMPROPER TAG DISPLAY	FAILURE TO STOP AT STOP SIGN	OBST TAG	DISTRACTED DRIVING	LEFT LANE VIOLATION	MINOR ON ROADWAY	PARKED IN FRONT OF FIRE HYDRANT	FAIL TO YEILD		
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508									
509		3		1	1				5
510	1								1
511	1	1				1			

TOTAL 205



City of Blanchard

122 N MAIN ST • PO BOX 480
BLANCHARD, OK 73010



OFFICE: 405.485.9392
FAX: 405.485.3199

MARCH MONTHLY REPORT

- 25 Tons of Dustless used to fill potholes.
- 10 Tons of 1" Crusher run used on N. Rockwell.
- 5 Tons of 1" Crusher run used on N. Rockwell (Oak Meadows).
- 5 Tons of 1" Crusher run used on NW 3rd Street-Graded.
- Replaced 4 Speed Limit signs for road conditions.
- Replaced 10 Stop signs and posts (High Prismatic/Break away).
- Installed fencing at Animal Shelter.

Emily E. Pehrson
Public Works Director
City of Blanchard



March 2021

Water Dept.

1. Fixed 4 water leaks
2. Went on 6 sewer calls
3. 22 work orders were completed
4. There were 9 water taps made
5. I went on 2 inspections
6. Fixed a broken sprinkler
7. Mowed around sprinklers and sprayed
8. There were 3 door hangers put out
9. Sprayed around hydrants, lift stations, and water towers
10. Did water turn off's and turn on's
11. There 97 locates gone over

ADJOURNMENT