

AGENDA
BOARD OF CITY COMMISSIONERS
September 6, 2016 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

All motions will be made in the affirmative. The fact that a commissioner makes or offers a second to a motion does not mean that the commissioner must vote in favor of passage.

1. Consider approval of minutes of the regular meeting of August 15, 2016.

RECESS CITY COMMISSION MEETING TO CONVENE SHAWNEE MUNICIPAL
AUTHORITY AND SHAWNEE AIRPORT AUTHORITY

RECONVENE CITY COMMISSION MEETING

2. Consider Resolution of Appreciation to Wes Mainord, Mayor of the City of Shawnee.

3. Consider Resolution of Appreciation to Linda Agee, Commissioner Ward II of the City of Shawnee.

4. Consider Resolution of Appreciation to Keith Hall, Commissioner of Ward IV of the City of Shawnee.

5. Presentation of Resolutions of Appreciation and plaques to Mayor Wes Mainord, Commissioner Linda Agee and Commissioner Keith Hall.

6. Swearing in of Mayor Richard Finley, Ward I Commissioner Dub Bushong, Ward II Commissioner Ron Gillham, Sr., Ward III Commissioner James Harrod and Ward IV Commissioner Darren Rutherford.

7. Presentation of Certificates of Election to Mayor Richard Finley, Ward I Commissioner Dub Bushong, Ward II Commissioner Ron Gillham, Sr., Ward III Commissioner James Harrod and Ward IV Commissioner Darren Rutherford.

RECESS FOR RECEPTION FOR OUTGOING AND INCOMING COMMISSIONERS

RECONVENE

8. Inaugural address by Mayor Richard Finley.

9. Commission Appointment of a Vice Mayor (per Article III, Section 6 of City Charter).
10. Consider approval of Consent Agenda:
 - a. Authorize staff to apply for sub-grant of FFY 2017 Emergency Management Performance Grant funds from Oklahoma Department of Emergency Management.
 - b. Lake Lease Transfer:

TRANSFER:
 - Lot 14 Magnino A Tract, 17312 Magnino Rd
To: Dylan Sigman
From: Ronald and Marcie Mitchell
 - c. Budget Amendment – Fund 706 Gifts and Contributions
Move money from Gifts and Contributions for headset for Fire Department
 - d. Acceptance of public improvements, i.e. storm and paving, sanitary sewer, and water line for Timbers East Addition Phase III and placing maintenance bonds into effect, authorizing obtainment of signatures and recording of the final plat.
 - e. Acceptance of a letter of credit in lieu of completion of public improvements for Shawnee Park Addition, authorizing obtainment of signatures and recording of final plat.
11. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
12. Discussion, consideration and possible action on Clara and Juan Guerrero's appeal of an Administrative Order requiring the demolition of the residential structure located at 420 South Park Street.
13. Consider a resolution to declare a 1989 Ford 7610 Tractor (Asset No. 1469) and 2000 New Holland LB115 Backhoe (Asset No. 1607) surplus property and authorizing staff to trade-in both toward purchase of 2016 New Holland T4.90 Tractor.
14. Discussion, consideration and possible action to authorize staff to purchase 2016 New Holland T4.90 Tractor from the state bid in the amount of \$36,000.00 (after trading in 1989 Ford 7610 Tractor, COS Asset No. 1469 and 2000 New Holland LB115 Backhoe, COS Asset No. 1607).
15. Consider a resolution approving a Transportation Enhancement Project Agreement with the Oklahoma Department of Transportation (ODOT) for the Main Street Streetscape Enhancement Project Phase II. (State Job No. 28812(04); F.A. Project No. STP-163E(358)EH)
16. City Manager Report

17. New Business

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

18. Commissioners Comments

19. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

1.

Meeting Date: 09/06/2016

CC Minutes 08-15-2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider approval of minutes of the regular meeting of August 15, 2016.

RECESS CITY COMMISSION MEETING TO CONVENE SHAWNEE MUNICIPAL AUTHORITY AND
SHAWNEE AIRPORT AUTHORITY

RECONVENE CITY COMMISSION MEETING

Attachments

CC Minutes 08-15-2016

BOARD OF CITY COMMISSIONERS PROCEEDINGS

AUGUST 15, 2016 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, August 15, 2016 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord

Mayor

Dub Bushong

Commissioner Ward 1

Ron Gillham

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

Absent

Commissioner Ward 5

Absent

Commissioner Ward 6

ABSENT: Lesa Shaw, Micheal Dykstra

INVOCATION

The Lord's Prayer

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the August 1, 2016 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for July 2016
 - Project Payment Report for July 2016
 - Planning Commission Minutes from the July 6, 2016 meeting
- c. Budget Amendment – 2016 Community Development Building Grant (CDBG) Entitlement Grant Fund
Allocate Fiscal Year 2016-2017 CDBG award

- d. Acknowledge Oklahoma Municipal Retirement Fund Early Retirement for Pamela Billus.
- e. Accept water line improvements for Sac & Fox Wikipapi Addition and placing the maintenance bond into effect.
- f. Accept water line improvements for Golden Acres Cottages II and placing the maintenance bond into effect.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve the Consent Agenda Item No. 1(a-f). Motion carried 5-0.

AYE: Hall, Harrod, Mainord, Bushong, Gillham

NAY: None

AGENDA ITEM NO. 2:

Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

Mr. Tom Claybrook spoke regarding a recent Freedom of Information Act request.

Mr. Mike Little expressed his appreciation with current City of Shawnee staff and encouraged the new Commission to continue with the existing relationship between staff and local contactors/builders.

Ms. Alesha Hill representing Faith Christian Outreach spoke about a waterline being installed outside of the city limits. Ms. Hill was directed to contact Rural Water District No. 3 for assistance.

AGENDA ITEM NO. 3:

Presentation by City Manager to Employee of the Month, James (Nick) Auld, Fire Department.

Mr. James (Nick) Auld was not present to accept the Employee of the Month Certificate presented by City Manager Justin Erickson.

AGENDA ITEM NO. 4:

Public hearing and consideration of an ordinance to rezone property located at 4706

N. Harrison Street from A-1; Rural Agricultural District to C-3; Highway Commercial District. Case No. P06-16; Applicant: Nelmon Brauning

Mayor Mainord declared a public hearing in session to consider an ordinance rezoning property located at 4706 N. Harrison Street from A-1; Rural Agricultural District to C-3; Highway Commercial District. No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Commissioner Gillham, seconded by Commissioner Hall, to approve the ordinance rezoning property located at 4706 N. Harrison from A-1; Rural Agricultural District to C-3; Highway Commercial District, with the following conditions:

1. A six (6') foot sidewalk along Harrison Ave.
2. Landscaping to cover 10% of the overall site.
3. Façade treatment to a total of 60% where facing Harrison Ave.
4. Appropriate off-street parking.

Ordinance No. 2585NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIED AS BEGINNING AT A POINT 1378 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE WEST 348 FEET; THENCE SOUTH 200 FEET; THENCE EAST 348 FEET; THENCE NORTH 200 FEET TO THE POINT OF BEGINNING. ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 5-0.

AYE: Gillham, Hall, Bushong, Harrod, Mainord

NAY: None

Ordinance No. 2585NS was adopted by the City Commission.

AGENDA ITEM NO. 5:

Consideration of a Final Plat for Shawnee Park Addition located on the southeast corner of Transportation Drive and North

Harrison Street. Case No. S14-16.
Applicant: Zimmerman Properties
Development, LLC

Justin DeBruin, Community Development Director explained that a total of 108 apartment units are proposed and that the development includes two lots and one tract of land to serve as a common area. Mr. DeBruin stated that staff recommends approval with conditions.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to approve a Final Plat for Shawnee Park Addition located on the southeast corner of Transportation Drive and North Harrison Street, with the following conditions:

1. Four (4') foot sidewalk required along Transportation Parkway.
2. Final construction documents must be approved by the City Engineer prior to construction.
3. The final engineered drainage plan must be approved by the City Engineer prior to construction.
4. All other applicable City standards apply.

Motion carried 5-0.

AYE: Harrod, Gillham, Mainord, Hall, Bushong

NAY: None

AGENDA ITEM NO. 6:

Consideration of a Final Plat for Wyndemere Section 2 located south of MacArthur Street and west of Bryan Street. Case No. S15-16. Applicant: Greg Brown Homes, LLC

Community Development Director Justin DeBruin explained that the applicant wishes to construct twenty-nine additional single family residential homes in the Wyndemere Addition. Mr. DeBruin noted that this is the final phase of the addition.

A motion was made by Commissioner Hall, seconded by Commissioner Bushong, to approve a Final Plat for Wyndemere Section 2 located south of MacArthur Street and west of Bryan Street, with the following conditions:

1. Final construction documents must be approved by the City Engineer prior to construction.
2. The final engineered drainage plan must be approved by the City Engineer prior to construction.
3. All other applicable City standards apply.

Motion carried 5-0.

AYE: Hall, Bushong, Gillham, Harrod, Mainord

NAY: None

AGENDA ITEM NO. 7:

Consideration of a Final Plat for Belmont Park Phase 2 located on the northeast corner of MacArthur Street and Acme Road. Case No. S16-16. Applicant: Belmont Park LLC *(Deferred by City Commission at July 18, 2016 meeting.) (Deferred by Planning Commission to September 7, 2016 meeting.)*

Staff advised that this item was deferred by the Planning Commission to the September 7, 2016 meeting.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to defer this item until the September 19, 2016 City Commission meeting. Motion carried 5-0.

AYE: Harrod, Hall, Bushong, Gillham, Mainord

NAY: None

AGENDA ITEM NO. 8:

Discussion, consideration and possible action to authorize staff to purchase two 2016 Ford Interceptor K9 Utility Vehicles (fully equipped) in the amount of \$50,313.51 each and one 2016 Chevrolet Silverado 4WD pickup (fully equipped) in the amount of \$38,154.67.

Police Chief Mason Wilson briefly explained the County Drug Task Force and the City's involvement with them. Chief Wilson stated that Task Force arrests have resulted in the City of Shawnee receiving approximately \$192,000.00. Staff is requesting to purchase vehicles for future use in drug related programs.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to authorize staff to purchase two 2016 Ford Interceptor K9 Utility Vehicles (fully equipped) in the amount of \$50,313.51 each and one 2016 Chevrolet Silverado 4WD pickup (fully equipped) in the amount of \$38,154.67. Motion carried 5-0.

AYE: Harrod, Hall, Bushong, Gillham, Mainord

NAY: None

AGENDA ITEM NO. 9:

Discussion, consideration and possible action to approve a Budget Amendment for the money seized in case no. CF-2015-300.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve a Budget Amendment for the money seized in case no. CF-2015-300. Motion carried 5-0.

AYE: Harrod, Hall, Bushong, Gillham, Mainord

NAY: None

AGENDA ITEM NO. 10:

Acknowledge Sales Tax Report received August 2016.

Assistant Finance Director Diane Smith reported that August sales tax collected was \$1,530,245.89, which is down 3.6% from August 2015.

AGENDA ITEM NO. 11:

Consider Bids:

a. Remote Control Slope Mower (Award)

Director of Operations James Bryce announced that one (1) bid was received and after review and consideration it is staff's recommendation to award the bid to P&K Equipment of Kingfisher, Oklahoma in the total amount of \$51,000.00.

A motion was made by Commissioner Hall, seconded by Commissioner Bushong, to accept staff's recommendation and award the bid to P&K Equipment in the total amount of \$51,000.00. Motion carried 5-0.

AYE: Hall, Bushong, Gillham, Harrod, Mainord

NAY: None

AGENDA ITEM NO. 12:

Administrative Reports:

a. Justin DeBruin – ODOT TAP Grant Update

Community Development Director Justin DeBruin explained that the Oklahoma Department of Transportation (ODOT) Transportation Alternatives Program (TAP) provides funding for non-driving public forms of transportation. The City is responsible for twenty percent of the project cost, of which the Avedis Foundation will provide a ten percent matching grant, and ODOT will cover the remaining eighty percent of the total project cost. Mr. DeBruin noted that the Avedis Foundation has contributed to various sidewalk projects around the city; such as the proposed fourteen miles of sidewalk connecting schools and parks, a recently constructed four foot sidewalk along Union Street to Shawnee Middle School and a ten foot sidewalk on Bryan Street.

AGENDA ITEM NO. 13:

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

There was no New Business.

AGENDA ITEM NO. 14:

Commissioners Comments

Commissioner Bushong stated that he has enjoyed the cool weather and encouraged citizen to take advantage of it as well.

Commissioner Gillham commented on the new lighting around the Airport Track. He also mentioned looking forward to the sidewalk projects being completed.

Vice Mayor Harrod said that the Parks Department is doing a good job of keeping up with landscaping around the city.

Commissioner Hall thanked Mr. Mike Little for his kind words and appreciation of City Staff.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (7:09 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (7:12 P.M.)

AGENDA ITEM NO. 15:

Consider an Executive Session to discuss
annual evaluations of the City Manager and
City Treasurer pursuant to 25 O.S.
§307(B)(1) "Discussing the employment,
hiring, appointment, demotion, disciplining
or resignation of any individual salaried
public officer or employee."

A motion was made by Vice Mayor Harrod, seconded by Commissioner
Bushong, to enter into Executive Session to discuss annual evaluations of the City
Manager and City Treasurer pursuant to 25 O.S. §307(B)(1) "Discussing the
employment, hiring, appointment, demotion, disciplining or resignation of any
individual salaried public officer or employee." Motion carried 5-0.

AYE: Harrod, Bushong, Gillham, Mainord, Hall

NAY: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 7:13 P.M. WITH
ALL MEMBERS PRESENT

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 7:52 P.M.
WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 16:

Consider matters discussed in Executive
Session regarding discussion of annual
evaluations of City Manager and City
Treasurer pursuant to 25 O.S. §307(B)(1)
"Discussing the employment, hiring,
appointment, demotion, disciplining or
resignation of any individual salaried public
officer or employee."

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to give City Manager Justin Erickson a merit raise of two and one half percent (2½%) retro-active to July 1, 2016. Motion carried 5-0.

AYE: Harrod, Hall, Bushong, Gillham, Mainord

NAY: None

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to give City Treasurer Cynthia Arnold a merit raise of two and one half percent (2½%) retro-active to July 1, 2016. Motion carried 5-0.

AYE: Harrod, Bushong, Gillham, Mainord, Hall

NAY: None

AGENDA ITEM NO. 17: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:55 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

2.

Meeting Date: 09/06/2016

Mainord Reso

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider Resolution of Appreciation to Wes Mainord, Mayor of the City of Shawnee.

Attachments

Mainord Reso

RESOLUTION NO. 6521

A RESOLUTION EXPRESSING APPRECIATION FOR THE OUTSTANDING SERVICE OF WES MAINORD AS MAYOR OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING THAT SAID RESOLUTION BE SPREAD UPON THE OFFICIAL RECORDS OF THE CITY OF SHAWNEE, OKLAHOMA; AND PROVIDING THAT A COPY HEREOF BE PRESENTED TO THE SAID WES MAINORD.

WHEREAS, Wes Mainord served the City of Shawnee as Mayor from September 4, 2012 through September 6, 2016; and

WHEREAS, the said Wes Mainord has demonstrated to be a person of upright character, a good citizen, a friend to many and a worthy representative of the City of Shawnee; and

WHEREAS, the said Wes Mainord has helped make many important decisions affecting thousands of lives in this community by taking a positive approach to the many projects set forth before him; lending his mature judgment and experience to those decisions, all the while maintaining a level of unsurpassed integrity; and

WHEREAS, he has been instrumental in the accomplishments of the City that includes economic and cultural development, public safety, on-going street improvement programs, and beautification of the community; and

WHEREAS, it is both fitting and proper for this governing body to officially recognize the said Wes Mainord for his dedicated performance of the duties and responsibilities as a member of the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA, that they hereby express their sincere appreciation and gratitude to Wes Mainord for his distinguished service to the City of Shawnee.

BE IT FURTHER RESOLVED that this Resolution be spread upon the official records of the City of Shawnee, Oklahoma, and that a copy hereof be presented to Wes Mainord with the desire that he shall continue to contribute his talents and energy to the betterment of the City, and that he shall enjoy much happiness, good health and good fortune in the years to come.

PASSED AND APPROVED this 6th day of September, 2016.

JAMES HARROD, VICE-MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

3.

Meeting Date: 09/06/2016

Agee Reso

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider Resolution of Appreciation to Linda Agee, Commissioner Ward II of the City of Shawnee.

Attachments

Agee Reso

RESOLUTION NO. 6522

A RESOLUTION EXPRESSING APPRECIATION FOR THE OUTSTANDING SERVICE OF LINDA AGEE AS COMMISSIONER OF WARD TWO OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING THAT SAID RESOLUTION BE SPREAD UPON THE OFFICIAL RECORDS OF THE CITY OF SHAWNEE, OKLAHOMA; AND PROVIDING THAT A COPY HEREOF BE PRESENTED TO THE SAID LINDA AGEE.

WHEREAS, Linda Agee served the City of Shawnee as Commissioner of Ward Two since September 4, 2012; and

WHEREAS, the said Linda Agee has demonstrated to be a person of upright character, a good citizen, a friend to many and a worthy representative of the City of Shawnee; and

WHEREAS, the said Linda Agee has helped make many important decisions affecting thousands of lives in this community by taking a positive approach to the many projects set forth before her; lending her mature judgment and experience to those decisions, all the while maintaining a level of unsurpassed integrity; and

WHEREAS, she has been instrumental in the accomplishments of the City that includes economic and cultural development, public safety, on-going street improvement programs, and beautification of the community; and

WHEREAS, it is both fitting and proper for this governing body to officially recognize the said Linda Agee for her dedicated performance of the duties and responsibilities as a member of the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA, that they hereby express their sincere appreciation and gratitude to Linda Agee for her distinguished service to the City of Shawnee.

BE IT FURTHER RESOLVED that this Resolution be spread upon the official records of the City of Shawnee, Oklahoma, and that a copy hereof be presented to Linda Agee with the desire that she shall continue to contribute her talents and energy to the betterment of the City, and that she shall enjoy much happiness, good health and good fortune in the years to come.

PASSED AND APPROVED this 6th day of September, 2016.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

4.

Meeting Date: 09/06/2016

Hall Reso

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider Resolution of Appreciation to Keith Hall, Commissioner of Ward IV of the City of Shawnee.

Attachments

Hall Reso

RESOLUTION NO. 6523

A RESOLUTION EXPRESSING APPRECIATION FOR THE OUTSTANDING SERVICE OF KEITH HALL AS COMMISSIONER OF WARD FOUR OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING THAT SAID RESOLUTION BE SPREAD UPON THE OFFICIAL RECORDS OF THE CITY OF SHAWNEE, OKLAHOMA; AND PROVIDING THAT A COPY HEREOF BE PRESENTED TO THE SAID KEITH HALL.

WHEREAS, Keith Hall served the City of Shawnee as Commissioner of Ward Four from September 4, 2012 through September 6, 2016; and

WHEREAS, the said Keith Hall has demonstrated to be a person of upright character, a good citizen, a friend to many and a worthy representative of the City of Shawnee; and

WHEREAS, the said Keith Hall has helped make many important decisions affecting thousands of lives in this community by taking a positive approach to the many projects set forth before him; lending his mature judgment and experience to those decisions, all the while maintaining a level of unsurpassed integrity; and

WHEREAS, he has been instrumental in the accomplishments of the City that includes economic and cultural development, public safety, on-going street improvement programs, and beautification of the community; and

WHEREAS, it is both fitting and proper for this governing body to officially recognize the said Keith Hall for his dedicated performance of the duties and responsibilities as a member of the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA, that they hereby express their sincere appreciation and gratitude to Keith Hall for his distinguished service to the City of Shawnee.

BE IT FURTHER RESOLVED that this Resolution be spread upon the official records of the City of Shawnee, Oklahoma, and that a copy hereof be presented to Keith Hall with the desire that he shall continue to contribute his talents and energy to the betterment of the City, and that he shall enjoy much happiness, good health and good fortune in the years to come.

PASSED AND APPROVED this 6th day of September, 2016.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

5.

Meeting Date: 09/06/2016

Reso & Plaque Presentations

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation of Resolutions of Appreciation and plaques to Mayor Wes Mainord, Commissioner Linda Agee and Commissioner Keith Hall.

Attachments

No file(s) attached.

Regular Board of Commissioners

6.

Meeting Date: 09/06/2016

Swearing In

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Swearing in of Mayor Richard Finley, Ward I Commissioner Dub Bushong, Ward II Commissioner Ron Gillham, Sr., Ward III Commissioner James Harrod and Ward IV Commissioner Darren Rutherford.

Attachments

No file(s) attached.

Regular Board of Commissioners

7.

Meeting Date: 09/06/2016

Present Certs of Election

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation of Certificates of Election to Mayor Richard Finley, Ward I Commissioner Dub Bushong, Ward II Commissioner Ron Gillham, Sr., Ward III Commissioner James Harrod and Ward IV Commissioner Darren Rutherford.

RECESS FOR RECEPTION FOR OUTGOING AND INCOMING COMMISSIONERS

RECONVENE

Attachments

No file(s) attached.

Regular Board of Commissioners

8.

Meeting Date: 09/06/2016

Mayor Address

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Inaugural address by Mayor Richard Finley.

Attachments

No file(s) attached.

Regular Board of Commissioners

9.

Meeting Date: 09/06/2016

Appoint Vice Mayor

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Commission Appointment of a Vice Mayor (per Article III, Section 6 of City Charter).

Attachments

No file(s) attached.

Regular Board of Commissioners

10. a.

Meeting Date: 09/06/2016

EMP Grant App

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to apply for sub-grant of FFY 2017 Emergency Management Performance Grant funds from Oklahoma Department of Emergency Management.

Attachments

EMP Grant Req Memo

EMP Grant Req Info

City of Shawnee Memorandum



To: Honorable Mayor and City Commissioners
Through: Justin Erickson, City Manager
From: Donald D. Lynch, Emergency Management Director
Date: August 31, 2016
Re: Request to apply for EMPG Sub-Grant

NATURE OF THE REQUEST:

I am requesting permission for staff to apply for a sub-grant of Emergency Management Performance Grant (EMPG) funds from the Oklahoma Department of Emergency Management

STAFF ANALYSIS /CONSIDERATIONS:

This is the annual sub-grant program that the City has participated in for many years which helps defray the costs associated with the administration of our emergency management program.

The EMPG is a funding source provided by the Federal Emergency Management Agency to states for the development and maintenance of emergency management programs. The State of Oklahoma, in turn, makes a large portion of this funding available to local emergency management agencies through their State and Local Assistance Program.

This request is for submission of an application for funding in the Federal Fiscal Year 2017 cycle. Under our sub-grant, we will be required to demonstrate performance benchmarks that are specific and measurable. Quarterly reports and billings will document our progress.

The grant guidance is attached for your review. Upon notice of award of the grant, Commission approval will again be sought for acceptance of the grant.

RECOMMENDATION:

Staff recommends approval.

BUDGET CONSIDERATION:

The 2016 funding amount was \$50,000. I anticipate level funding awards for 2017, but will request an increase in our application equating to 50% of our budget.

Thank you for your favorable attention to this request.

ALBERT ASHWOOD
State Director



MARY FALLIN
Governor

STATE OF OKLAHOMA
DEPARTMENT OF EMERGENCY MANAGEMENT

August 11, 2016

Dear Director:

The City of Shawnee is invited to submit a sub-grant funding application for the Emergency Management Performance Grant (EMPG), Fiscal Year 2017 (October 1, 2016 to September 30, 2017) for an amount to be determined as funds become available. EMPG is a **performance based** sub-grant. Contingent upon successful completion of the identified requirements in the application, applicants will receive twenty-five Percent (25%) of the awarded sub-grant to be paid in quarterly disbursements.

Please review the eligibility and performance requirements in the FY 2017 EMPG sub-grant agreement carefully before applying. **Applicants must submit all of the required documentation in order to receive EMPG sub-grant approval.** The omission of any document will result in a rejected application without further inquiry. It is the Oklahoma Department of Emergency Managements intent to supplement city, county and tribal Emergency Management program funds. This can only be achieved by the commitment and compliance of EMPG applicants.

The application must be received no later than September 16, 2016 to be eligible. **No grant funds will be awarded to The City of Shawnee if the application is not submitted by September 16, 2016.** If you have any questions, please contact your Oklahoma Department of Emergency Management Regional Coordinator.



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Emergency Management Grant Program

Sub-Grant Agreement

This agreement is entered into by and between **The State of Oklahoma Department of Emergency Management**, and The City of Shawnee, Oklahoma, hereinafter referred to as the Political Subdivision. **Witnesses that** Oklahoma Department of Emergency Management and the Political Subdivision for the considerations named agree as follows:

Article 1. Eligibility Criteria

To be eligible for an Emergency Management Performance Grant (EMPG) Sub-grant, a local jurisdiction must meet the following eligibility requirements:

1. The Jurisdiction must have a paid Emergency Management Director, either full or part time, who works at least 20 hours a week and is employed as defined under Oklahoma State Statute, Title 63-683.11 to 13, Emergency Management Compact and Fair Labor Standards Act (See Title 63 excerpt attachment provided in application packet).
2. The Emergency Management Program budget must match or exceed the Emergency Management Performance Grant dollar amount and cover the entire cost of the jurisdiction's emergency management office, independent of any sub-grant monies. The Emergency Management Performance Grant is based on a 50/50 match (50% local and 50% state). A certified copy of the Emergency Management Budget for the jurisdiction must be included with the application.* For the Emergency Management Program Grant closeout, during the 4th quarter only, provide a notarized copy of the local jurisdiction's year end emergency manager's treasurer / county clerk's report.
3. A list of All Hazard, Whole Community Planning Group Annexes or Emergency Support Function (ESF) representatives, Tribal representatives, Higher-Education representatives,

business partners as well as any other persons the Planning Group deems necessary to promote the “whole community” concept of planning. The Planning Group list will include name, position, email and phone number.

4. Maintain a 24 hour point of contact who will promptly report to Oklahoma Department of Emergency Management Duty Officer, (800) 800-2481, all significant events happening within the jurisdiction. (Per State Statute, Title 63–683.11.E)
5. Current Emergency Operations Plan (EOP)
6. State Approved Hazard Mitigation Plan (HMP)
7. National Incident Management System (NIMS) Compliance Certificate

*** Please note:** The Jurisdiction cannot replace the Emergency Management program’s budget with Emergency Management Performance Grant funds. This means the previously budgeted Jurisdictional Emergency Management program cannot be reduced when receiving the EMPG funds. The EMPG funds are supplemental funds for improving and/or increasing the Jurisdiction’s Emergency Management Program only.

Article 2. Minimum Task/Activity Requirements

The following 10 activities are the **minimum** task requirements that shall be completed by the Political Subdivision. All Deliverables will be submitted to the Oklahoma Department of Emergency Management Regional Coordinator assigned to the jurisdiction.

1. Quarterly ALL Hazard, Whole Community Planning Group Meetings

An All-Hazard, Whole Community Planning group will be formed consisting of all Annexes or Emergency Support Function (ESF) representatives, Tribal representatives, Higher Education representatives and business partners as well as any other persons the

Planning Group deems necessary to promote the “whole community” concept of planning to meet quarterly.

Measurement Methods:

- a. A meeting invitation letter for each meeting to include a mailing list (can be an email copy).
- b. An agenda for each quarterly meeting
- c. Minutes of each quarterly meeting.
- d. Sign-in sheets for each quarterly meeting (dated).

2. Emergency Operations Plan

The Jurisdiction must have an Emergency Operations Plan to participate in the Emergency Management Performance Grant. The All Hazard, Whole Community Planning Group will be directly involved in the quarterly planning and updates of the Jurisdiction’s Emergency Operations Plan. The Emergency Operations Plan will be updated according to CPG 101-v.2

Measurement Methods:

- a. The quarterly report submitted to Oklahoma Department of Emergency Management.
- b. Sign-in Sheet from Quarterly Planning Meetings.
- c. An Emergency Operations Plan approval page signed by each of the Annexes or ESF representatives and the jurisdiction’s highest elected official (form provided).

3. A Hazard Mitigation Plan Approved by the State and Updated as Required

The Jurisdiction must have a State approved Hazard Mitigation Plan to participate in the Emergency Management Performance Grant. The All Hazard, Whole Community

Planning Group will update the Hazard Mitigation plan according to the evaluation matrix provided by Oklahoma Department of Emergency Management.

Measurement Methods:

- a. The quarterly report submitted to Oklahoma Department of Emergency Management.
- b. A Hazard Mitigation plan approval page signed by each of the Annexes or ESF representatives and the jurisdiction's highest elected official (form provided).

4. A Current List of Training and Exercises

The current Training and Exercise plans will be a topic of discussion of the All Hazard, Whole Community Planning Group.

Measurement Methods:

- a. Quarterly, submit a list of Annex or ESF training activities to the Oklahoma Department of Emergency Management.
- b. Quarterly, submit a list of Annex or ESF exercise activities to the Oklahoma Department of Emergency Management.

5. Four (4) Exercises of Any Type

The Jurisdiction must conduct four (4) exercises of any type. The types of exercises are Seminars, Workshops, Tabletop, Games, Drills, Functional, and Full-Scale. (You can only count one WebEOC drill as part of the four.) All exercises need to test all or part of the Emergency Operations Plan. You may also count one Federally Declared Disaster as an exercise.

Measurement Methods:

- a. A copy of the After Action Report-Improvement Plan (AAR-IP) for each exercise must be submitted to the Oklahoma Department of Emergency Management.

6. One (1) Full Scale Exercise

The Jurisdiction must participate in one Full-Scale Exercise. The Statewide Earth Wind and Fire exercise will count as an Emergency Operations Center full scale exercise.

Measurement Methods:

- a. The AAR-IP for the jurisdiction's part of the exercise must be generated by the jurisdiction and a copy of the AAR-IP must be submitted to Oklahoma Department of Emergency Management.

7. Attendance of the Strategic Regional Planning Workshop

The Oklahoma Department of Emergency Management Regional Coordinator, in conjunction with local Emergency Managers, will host a Professional Development Workshop. The Emergency Management Director shall attend their Area's Workshop, in its entirety.

Measurement Methods:

- a. A copy of the Certificate or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

8. Attendance of the Annual Oklahoma Emergency Management Conference

The Emergency Management Director shall attend the Annual Oklahoma Emergency Management Conference, in its entirety.

Measurement Methods:

- a. A copy of the Certificate or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

9. Attendance of Four (4) Oklahoma Department of Emergency Management Strategic Regional Planning Meetings

The Emergency Management Director shall attend the Oklahoma Department of Emergency Management Regional Coordinator's Quarterly Quadrant meetings.

Measurement Methods:

- a. A copy of the sign-in sheet.

10. Whole Community Preparedness Projects

A current list of Emergency Response Agencies'/Organizations' efforts in Whole Community Preparedness projects.

Measurement Methods:

- a. Submit a list of whole community preparedness activities to the Oklahoma Department of Emergency Management.

Article 3. Authorized Representatives

The Agency Director of the Oklahoma Department of Emergency Management and the Political Subdivision Director of Emergency Management shall be the authorized representatives to complete work and negotiate changes to this agreement. The Political Subdivision will, on a form provided by the Oklahoma Department of Emergency Management, identify a Director of Emergency Management for the Political Subdivision, an alternate, and the Political Subdivision's official mailing address. The Director of Emergency Management for the Political Subdivision will serve as the Political Subdivision's official point of contact (POC), responsible for reporting on, or responding to inquiries regarding the four (4) phases of emergency management (mitigation, preparedness, response and recovery) plus the recently added mission areas of Prevention and Protection, to include incident reporting.

Article 4. Duration

This agreement shall be in full force and effective at 12:01 a.m. on October 1, 2016 by both parties and terminating at 12:00 p.m. on September 30, 2017, unless terminated by either party prior to that time, in writing. The Oklahoma Department of Emergency Management may extend the term of this Agreement by giving written notice to the Political Subdivision 30 days prior to the end of this Agreement. If the Oklahoma Department of Emergency Management exercises this option, the extended Agreement shall be considered to include this option provision. The total duration of this Agreement, including the exercise of any options under this clause, shall not exceed three years.

Article 5. Purpose

The purpose of this agreement is to provide a 50/50 sub-grant with a portion of the funds awarded to the State of Oklahoma under the Federal Emergency Management Agency (FEMA)'s Emergency Management Performance Grant (EMPG) program. The EMPG program encourages the development of a comprehensive emergency preparedness system for all hazards by the State and local governments.

Article 6. Authorities

The authorities for this award are:

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. § 5121 et. Seq. (the Stafford Act); Title 44, Code of Federal Regulations (CFR), Part 302, et. Seq.; U.S. Department of Homeland Security Presidential Directive 5 (HSPD-5); Oklahoma Emergency Management Act 2003, 63 O.S. 683. 1 et. Seq.; State Administrative Plan adopted by the Oklahoma Department of Emergency Management.

Article 7. Time of Completion

All work shall be completed by the Political Subdivision during Federal Fiscal Year 2017, with the exception that the auditor's opinion letter which accompanies the jurisdiction's annual audit must be submitted as soon as the audit is completed.

Article 8. Suspension of Sub-Grant/Debarment from Future Awards

If the Political Subdivision fails to complete the agreed scope of work they may be barred from participation in the sub-grant program for the following Federal Fiscal Year.

Article 9. General Provisions

- A. All work shall be completed in a professional manner and in compliance with all applicable laws.
- B. To the extent required by law, individuals duly licensed and authorized by law to do so shall perform all work.
- C. The Political Subdivision warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Political Subdivision or its employees or agents.
- D. The Political Subdivision agrees that neither it nor its employees or agents are covered under insurance paid for by the State of Oklahoma, and are not authorized to obligate the State of Oklahoma, its employees or agents.
- E. The Standard Assurances for Federal Funds submitted by the Political Subdivision, as part of their application package, are hereby referenced and incorporated into this agreement.

Regular Board of Commissioners

10. b.

Meeting Date: 09/06/2016

Lake Transfer

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFER:

- Lot 14 Magnino A Tract, 17312 Magnino Rd
To: Dylan Sigman
From: Ronald and Marcie Mitchell

Attachments

Sigman Transfer



City of Shawnee
Community Development Department
222 N. Broadway
Shawnee, OK 74801
(405) 878-1665 Fax (405) 878-1587
www.ShawneeOK.org

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

Date	08/22/2016	License No. #029842
Type	☐ Renewal ☒ Transfer (Fee: \$1,000)	
Commission Meeting Date	September 6 th , 2016	
Property Address	17312 MAGNINO RD	
Lake Site Location	LOT 14 MAGNINO A TRACT	
Lease Dates	09/06/2016 – 09/06/2046	
Lease Fee (changes annually)	\$676.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	DYLAN SIGMAN	
Address	1805 N SHAWNEE TRAIL CHOCTAW, OK 73020	
Phone	405-301-4412	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	RONALD & MARCIE MITCHELL	
Address	10300 S INDIAN MERIDIAN CHOCTAW, OK 73020	
Phone	405-734-7049	
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	6/03/2013	
Misc. Comments	Total Charges Paid: \$1,676.00	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 029842**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of September 6th, 2016 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DYLAN SIGMAN
of 1805 N SHAWNEE TRAIL CHOCTAW OK 73020 ,

of ,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 676.00 dollars for 2016, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**17312 MAGNINO RD
LOT 14 MAGNINO A TRACT**

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

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

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

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

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

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

Regular Board of Commissioners

10. c.

Meeting Date: 09/06/2016

Budget Amd FD Gifts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Fund 706 Gifts and Contributions

Move money from Gifts and Contributions for headset for Fire Department

Attachments

Budget Amd FD Gifts

Estimated Revenue or Fund Balance

Appropriations

City Clerk

Regular Board of Commissioners

10. d.

Meeting Date: 09/06/2016

Accept Timbers E Phase II

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of public improvements, i.e. storm and paving, sanitary sewer, and water line for Timbers East Addition Phase III and placing maintenance bonds into effect, authorizing obtainment of signatures and recording of the final plat.

Attachments

Mtc Bond Curb

Mtc Bond Water

MAINTENANCE BOND

Bond # 87C002006

KNOW ALL MEN BY THESE PRESENTS:

That Davidson Concrete & Construction, Inc.

as Principal, and The Ohio Casualty Insurance Company

a corporation organized under the laws of the State of Oklahoma and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of

Shawnee in penal sum of Seven Hundred and Eight Thousand, Eight Hundred & Twenty Eight Dollars 00/100

Dollars (\$ 708,828.00) in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent (10%) for four (4) years after completion and final acceptance (total of 5 years maintenance), for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this 20th day of April, 2016.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Mike Little Construction Co Inc., dated April 12th, 2016, for
(State or Other Entity)

Timbers Final Phase, 1900 Timber Dale Drive, Shawnee OK 74804-curb and road work

all in compliance with the plans and specifications therefore, made a part of said

Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of five (5) years ({one hundred (100%) percent for first year, ten (10%) for four years thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the City of Shawnee; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold City of Shawnee harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

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

(SEAL)



ATTEST:

[Signature]

Principal:

BY Kelly Davidson
TITLE VP

(SEAL)

ATTEST:

Karen Nester

Karen Nester

SURETY:

BY Theresa L. Jurgensen
Attorney-in-Fact

NAME Theresa L. Jurgensen

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7154216

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chris Paine; D. Allen Paine; Helen Harmon; S. Lynn Power; Theresa L. Jurgensen

all of the city of OKLAHOMA CITY, state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of October, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of October, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of April, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,
currency rate, interest rate or residual value guarantees.

MAINTENANCE BOND

#87C003819

KNOW ALL MEN BY THESE PRESENTS:

That Jordan Contractors, Inc.,

as Principal, and City of Shawnee,

a corporation organized under the laws of the State of Oklahoma and authorized to transact

business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of

Shawnee in penal sum of Six Hundred Eight Thousand & 00/100 Dollars (\$608,000.00) lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent (10%) for one (1) year after completion and final acceptance (total of 2 years maintenance), for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Shawnee Municipal Authority/City Of Shawnee Beneficiary all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two (2) years ({one hundred (100%) percent for first year, ten (10%) for one year thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the Shawnee Municipal Authority/City of Shawnee Beneficiary; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold Shawnee Municipal Authority/City of Shawnee Beneficiary harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

DATED this 30th day of September, 2015.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Mike Little Construction Co., Inc., dated September 29,, 2015, for

Timbers Final Phase, 1900 Timber Dale Drive, Shawnee OK 74804 – Water, Sewer & Storm Drainage

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of _____ LandRun, PO Box 1584, Shawnee OK 74802 _____.

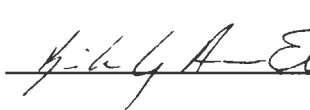
NOW, THEREFORE, if said Principal shall pay or cause to be paid to the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **two (2) years ({one hundred (100%) percent for first year, ten (10%) for one year thereafter, of total contract price}** for all projects for the construction of utilities) from and after acceptance of said project by the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

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

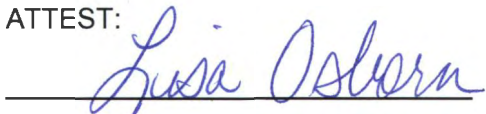
(SEAL)

ATTEST:

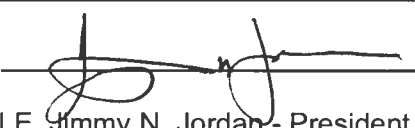
(SEAL)

ATTEST:



PRINCIPAL:

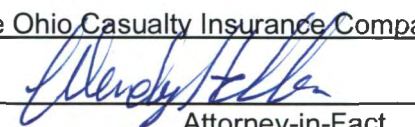
Jordan Contractors, Inc.

BY 

TITLE Jimmy N. Jordan - President

SURETY:

The Ohio Casualty Insurance Company

BY 
Attorney-in-Fact

NAME Wendy Hollen

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6972723

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, W. McNeill, Lisa Sherman, Cody McNeill, Wendy Hollen, Larry D Bixler, John Rogers, Rocky Moore, and Kyle D Reser of Oklahoma City, Oklahoma; John L Birsner, Mike Shannon, and Susanne Cusimano of Edmond, Oklahoma.

all of the city of Oklahoma City, state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of May, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 1st day of May, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of September, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency of Mid America Inc 10009 S Penn, Building E P. O. Box 890300 Oklahoma City OK 73189	CONTACT NAME: Beverly McCool PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: bmccool@midamericainc.com														
INSURED Jordan Contractors Inc 123 South Broadway Tecumseh OK 74873	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Peerless Indemnity Ins Co</td><td>18333</td></tr><tr><td>INSURER B: America First Insurance</td><td>12696</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Peerless Indemnity Ins Co	18333	INSURER B: America First Insurance	12696	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 2015**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	☒ ☒	CBP8463429	7/1/2015	7/1/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Employee Benefits</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Employee Benefits	\$ 1,000,000
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
Employee Benefits	\$ 1,000,000																			
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO - ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	☐ ☒	BA8464229	7/1/2015	7/1/2016	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Uninsured motorist combined</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Uninsured motorist combined	\$				
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PROPERTY DAMAGE (Per accident)	\$																			
Uninsured motorist combined	\$																			
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	☐ ☐	CU8464829	7/1/2015	7/1/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$								
EACH OCCURRENCE	\$ 1,000,000																			
AGGREGATE	\$ 1,000,000																			
	\$																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N ☐ N/A	WC8465229	7/1/2015	7/1/2016	<table border="1"><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTHER																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
B	Rented/Leased Equipment	☐ ☐	IM8957242	7/1/2015	7/1/2016	<table border="1"><tr><td>LIMIT</td><td>\$100,000</td></tr><tr><td>DEDUCTIBLE</td><td>\$1,000</td></tr></table>	LIMIT	\$100,000	DEDUCTIBLE	\$1,000										
LIMIT	\$100,000																			
DEDUCTIBLE	\$1,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Timbers Final Phase.

Mike Little Construction Co Inc, Timbres Final Phase, and LandRun, as required by contract, are additional insureds with waiver of subrogation with regard to General Liability.

CERTIFICATE HOLDER

(405) 273-1023 billt@mikelittleconstructi

Mike Little Construction Co Inc
1901 N Kickapoo
Shawnee, OK 74804

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike McNeill/BM

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Regular Board of Commissioners

10. e.

Meeting Date: 09/06/2016

Shawnee Park Accept Ltr Credit

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of a letter of credit in lieu of completion of public improvements for Shawnee Park Addition, authorizing obtainment of signatures and recording of final plat.

Attachments

Shawnee Park Ltr Credit

BOKF, NA
1(918) 588-6601 / 1(800)285-6829
INTERNATIONAL BANKING CENTER
ONE WILLIAMS CENTER, PLAZA EAST
TULSA, OK 74172, USA

STANDBY LETTER OF CREDIT - DRAFT

DATE: 08/30/16

WE HAVE PREPARED THIS DRAFT UPON REQUEST AND BASED ON INFORMATION SUPPLIED TO US. NO REPRESENTATION OR COMMITMENT IS MADE BY US REGARDING THE ACCURACY OR SUITABILITY OF THIS DRAFT FOR ITS INTENDED PURPOSE OR THE WILLINGNESS OF OUR BANK TO ISSUE A LETTER OF CREDIT IN THIS OR ANY OTHER FORM.

DRAFT APPROVED BY:



APPLICANT'S SIGNATURE

(Pls initial rest of pages & send all pages back)

L/C NO: <TO BE ASSIGNED WHEN ISSUED>

TYPE: IRREVOCABLE

AMOUNT: 702,291.00 USD

DATE OF EXPIRY: <TWO YEARS FROM ISSUANCE>

PLACE OF EXPIRY: TULSA, OKLAHOMA

APPLICANT:

SHAWNEE PARK, LP
1730 E. REPUBLIC ROAD, SUITE F
SPRINGFIELD, MO 65804

BENEFICIARY:

CITY OF SHAWNEE OKLAHOMA
PLANNING DIVISION
222 N. BROADWAY
SHAWNEE, OK 74804

WE HEREBY ISSUE IN YOUR FAVOR THIS IRREVOCABLE STANDBY LETTER OF CREDIT UP TO THE AGGREGATE AMOUNT OF US\$702,291.00 AVAILABLE BY YOUR SIGHT DRAFT(S) ON BOKF, NA ACCOMPANIED BY THE FOLLOWING:

BENEFICIARY'S WRITTEN STATEMENT, PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CITY OF SHAWNEE OKLAHOMA, READING AS FOLLOWS:

'I, THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF CITY OF SHAWNEE OKLAHOMA, DO HEREBY CERTIFY THAT SHAWNEE PARK, LP HAS FAILED TO SECURE THE

CONSTRUCTION OF IMPROVEMENTS FOR THE SANITARY SEWER MAIN EXTENSION, WATER MAIN EXTENSION AND/OR TRANSPORTATION DRIVE IMPROVEMENTS IN ACCORDANCE WITH THE PLANS THEREFORE PREPARED BY KAW VALLEY ENGINEERING AND APPROVED BY THE CITY OF SHAWNEE, OKLAHOMA, AND THERE IS NOW DUE TO THE CITY OF SHAWNEE, OKLAHOMA, THE SUM OF \$_____.'

SPECIAL CONDITIONS:

THIS LETTER OF CREDIT EXPIRES AT 4:00 P.M., ON THE STATED EXPIRATION DATE, AT THE OFFICE OF BOKF, NA, INTERNATIONAL BANKING CENTER, LOCATED AT ONE WILLIAMS CENTER - PLAZA EAST, TULSA, OKLAHOMA, 74172.

DRAWINGS UNDER THIS LETTER OF CREDIT MAY BE PRESENTED VIA FACSIMILE TO FAX NO. (918) 588-6026 UNDER PHONE ADVICE TO (918) 588-6649, WITH ORIGINAL DOCUMENTS BEING SENT TO US VIA OVERNIGHT COURIER TO THE BANK'S ADDRESS SHOWN ABOVE.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

DRAFT(S) DRAWN AND NEGOTIATED UNDER THIS LETTER OF CREDIT MUST BE ENDORSED HEREON AND BEAR THE CLAUSE 'DRAWN UNDER BOKF, NA LETTER OF CREDIT NUMBER BOK16SDP0---- DATED (MONTH) --, 2016.'

THIS ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS THERETO MUST BE SUBMITTED TO US TOGETHER WITH ANY DRAWINGS HEREUNDER FOR OUR ENDORSEMENT OF ANY PAYMENTS EFFECTED BY US.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (ISP98).

WE HEREBY ENGAGE WITH YOU THAT DRAFTS AND DOCUMENTS DRAWN STRICTLY IN COMPLIANCE WITH THE TERMS OF THIS CREDIT AND AMENDMENTS SHALL MEET WITH DUE HONOR UPON PRESENTATION TO US.

Regular Board of Commissioners

12.

Meeting Date: 09/06/2016

420 S Park Appeal

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action on Clara and Juan Guerrero's appeal of an Administrative Order requiring the demolition of the residential structure located at 420 South Park Street.

Attachments

420 S Park Appeal



MEMORANDUM

AGENDA: September 6, 2016

TO: Shawnee City Commission

FROM: Justin DeBruin, Community Development Director

RE: Appeal of Administrative Order, 420 S. Park

SUMMARY

On August 11, 2016 an Administrative Order was issued requiring the dismantling and removal of the residential structure located at 420 S. Park, owned by a Mr. Juan Guerrero. It was determined that the structure met the statutory definition of "dilapidated," so a public hearing was held on July 14th, 2016 to consider administrative action on the property. At the request of Mr. Guerrero, Staff recessed the hearing for thirty (30) days, or August 11th, 2016 at 10:00am, to allow more time to submit a building permit, as their intent for the property was to rebuild and remodel. Staff explained that within those thirty (30) days, the following should happen:

1. Make contact with the Chief Building Official, who was present for the hearing, to walk through the property with Mr. Guerrero to explain the full scope of work needed to bring the property up to compliance. Then, contact contractors to obtain cost estimates, allowing the property owner to fully understand the monetary investment involved in the project. With that information, they can more accurately decide whether it is feasible to repair the property.
2. Submit an acceptable remodel permit, allowing six (6) months to complete the work.

It was explained that if a remodel permit is not submitted, they must be in attendance at the August 11th, 2016 meeting, or by City Ordinance and State law, "failure to attend the hearing will result in the immediate removal of the dilapidated building."

In those thirty (30) days, no request was made to the Chief Building Official for a site visit, no remodel permit was submitted, and no representative was in attendance for the August 11th hearing. Based on the following factors, Staff deemed the structure a hazard to the health, safety and welfare of the general public, and ordered it to be raised and removed:

- A significant degree of fire damage is present throughout the property.
- Said fire damage has caused the property to be unsecured.
- A high degree of structural damage exists.
- Staff has received numerous nuisance and vagrant complaints.
- The structure is in an overall state of decay and disrepair.

Photographs are attached, indicating the condition of the subject property. According to the Pottawatomie County Assessor, the structure is 672 square feet and was built in 1950. Taxes have been unpaid since 2015 and water service has not been provided since February of 2016 (likely when the fire occurred).

RECOMMENDATION

Staff has reviewed the attached letter of appeal submitted to the City Clerk on August 12th, 2016. The property owner has indicated that, if given more time, they would be sure to submit a remodel permit to continue the cleanup efforts that have already started and bring the property back into conformance. Staff has no objection to allowing a thirty (30) day extension, but strongly encourages the property owner to visit with the Chief Building Official to understand the scope of work and to get reliable estimates for their remodel permit.

ATTACHMENTS:

1. Exhibit 1 - Letter of Appeal
2. Photos

EXHIBIT

1

8-12-16

To Whom it may Concern:
RE: 420 S. Park

I Clara + Juan Guerrero have forgotten to get our ^{permit} ~~license~~ from the city for the reconstruction of our house at 420 S. Park. Due to the fact that I had surgery and time for recovery.

Probably as you have seen we are currently in process of remodeling. It has been cleaned and mowed. I would like to ask you for an extension so I may continue to fix our house. If granted I will get the permit and finish the house, so it will be ~~move in~~ liveable. We are trying our best to do as much as possible within our income limits. We are not trying to forget our house. We want to fix it.

RECEIVED CITY CLERK'S OFFICE

Date 8/12/16 Time 10:33am.

Sincerely
Clara + Juan
Guerrero









Regular Board of Commissioners

13.

Meeting Date: 09/06/2016

Surplus Tractors Reso

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution to declare a 1989 Ford 7610 Tractor (Asset No. 1469) and 2000 New Holland LB115 Backhoe (Asset No. 1607) surplus property and authorizing staff to trade-in both toward purchase of 2016 New Holland T4.90 Tractor.

Attachments

Surplus Tractors Reso

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE TRADE-IN OF SAID ITEMS TOWARD PURCHASE OF 2016 NEW HOLLAND T4.90 TRACTOR.

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

That the items of personal property are described as:

1. 1989 Ford 7610 Tractor
COS Unit No. 1469
SERIAL NO. BB97087
2. 2000 New Holland LB115 Backhoe
COS Unit No. 1607
SERIAL NO. 31024482

Said property is hereby declared city owned items which are surplus and no longer needed for city purposes; that the City of Shawnee is authorized to trade-in said items toward purchase of 2016 New Holland T4.90 Tractor.

Adopted this 6th day of September, 2016

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

14.

Meeting Date: 09/06/2016

Req Tractor Purchase

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to authorize staff to purchase 2016 New Holland T4.90 Tractor from the state bid in the amount of \$36,000.00 (after trading in 1989 Ford 7610 Tractor, COS Asset No. 1469 and 2000 New Holland LB115 Backhoe, COS Asset No. 1607).

Attachments

Req Tractor Purchase Memo



Office of the Director of Operations

Date: August 31, 2016
To: Mayor and City Commissioners
From: James Bryce, Director of Operations
RE: State Bid Tractor Purchase

Nature of the Request:

Authorization to purchase a new Tractor off the State Bid (contract SW-196)

Staff Analysis, Considerations:

With the increased mowing out on HWY 177 the only tractor that the Parks Department has that is big enough to pull the 15' brush hog is overheating several times a day. This is a 1989 Model Ford Tractor. To continue mowing this area the Department would like to purchase a 2016 T4.90 New Holland Tractor from the State Bid in the amount of \$51,600.00. The dealer ship has also agreed to take two trade-ins on the purchase, the 89 Ford tractor for \$5,500.00 and a 2000 model LB115 New Holland Back hoe for \$10,100.00 that is broke down. This would bring our total for the new tractor to \$36,000.00.

Recommendation:

It is staff's recommendation to purchase the new tractor and trade in the other two pieces of equipment.

Budget Consideration:

The Parks Department had budgeted for a new one ton truck but will now use those funds to purchase the tractor.

301 5-0940-5450 709 0940-54 One Ton Pick Up \$33,000.00

The remaining balance of \$3,000.00 will be transferred from another project.

Regular Board of Commissioners

15.

Meeting Date: 09/06/2016

ODOT Main St Reso

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution approving a Transportation Enhancement Project Agreement with the Oklahoma Department of Transportation (ODOT) for the Main Street Streetscape Enhancement Project Phase II. (State Job No. 28812(04); F.A. Project No. STP-163E(358)EH)

Attachments

ODOT Main St Reso

ODOT Main St Agreement

RESOLUTION NO. _____

A RESOLUTION APPROVING A TRANSPORTATION ENHANCEMENT PROJECT AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE MAIN STREET STREETSCAPE ENHANCEMENT PROJECT PHASE II.

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

THAT, WHEREAS, it is in the best interest of the City of Shawnee, Pottawatomie County, Oklahoma, to execute that certain Transportation Enhancement Project Agreement for Federal-aid Project Number STP-163E(358)EH, by and between the City of Shawnee and the Oklahoma Department of Transportation.

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above-described agreement on behalf of the City of Shawnee, and duly signed by the Mayor on this 6th day of September, 2016.

RICHARD FINLEY, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on the 6th day of September, 2016, by the City Attorney, Joseph Vorndran.

JOSEPH VORNDRAN, CITY ATTORNEY

TRANSPORTATION ENHANCEMENT PROJECT AGREEMENT

State Job No. 28812(04)

F.A. Project No. STP-163E(358)EH

MAIN STREET STREETScape ENHANCEMENT PROJECT PHASE II

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

WITNESSETH

WHEREAS: Under the provisions of the Safe Accountable Flexible Efficient Transportation Equity Act: a Legacy for the Users, or successor program, a portion of the State's Federal-Aid highway construction and maintenance funds have been designated for "Transportation Enhancement Activities" as defined in Title 23 United States Code Section 101(a); and

WHEREAS: The Transportation Commission and **DEPARTMENT** are designated to administer the Transportation Enhancement program as set forth in federal law and under the provisions of OAC 730:10-17-1 et seq.; and

WHEREAS: The **SPONSOR** desires to provide for the implementation of a Transportation Commission approved Transportation Enhancement Project located in the City of Shawnee, Pottawatomie County, Oklahoma in order to enhance the intermodal surface transportation system and/or preserve related historic transportation facilities or heritage in the State of Oklahoma, and

WHEREAS: The proposal made by the **SPONSOR** has been approved for Federal-Aid project funding in accordance with the rules and regulations of the Transportation Enhancement program; and

WHEREAS: Under the provisions of OAC 730:10-17-1, Transportation Enhancement funding is only available to recognized governmental entities, it is expressly understood and agreed by and between the **DEPARTMENT** and the **SPONSOR** that the **SPONSOR** shall henceforth be identified as the federal funding sub-recipient for the purposes of this agreement and shall bear the sole responsibility for the expenditure of said funding in accordance with state and federal law; and

WHEREAS: It is expressly understood and agreed by and between the **DEPARTMENT** and the **SPONSOR** that any part of the proposed project deemed, at the discretion of the **DEPARTMENT**, to be ineligible to receive Federal-Aid funds, will be excluded from the activities outlined in this agreement; and

WHEREAS: It is expressly understood and agreed by and between the **DEPARTMENT** and the **SPONSOR** that the **SPONSOR**, and, if applicable, any respective Consulting Engineer or Architect, are solely responsible for the accuracy of all detailed plans, specifications and estimates prepared for the project and for the performance of any and all subsequent construction management, construction inspections and materials certifications, in compliance with the terms and conditions set forth in Title 23, U.S. Code Highways, the regulations issued pursuant thereto, applicable Office of Management and Budget Circulars, and the policies and procedures promulgated by the **DEPARTMENT**, relative to this project;

NOW, THEREFORE: the **DEPARTMENT** and the **SPONSOR**, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

Section 1: PROJECT FUNDING

The **DEPARTMENT** has received approval from the Transportation Commission for the funding, with Transportation Enhancement Program funds, of the construction activities necessary to implement the Transportation Enhancement Project. The Department will recommend the approval of the project by the Federal Highway Administration for implementation with funds apportioned to the State of Oklahoma under the Enhancement Provisions of the Surface Transportation Program. The **SPONSOR** agrees that funding for this project shall be provided in the following manner:

- A. The **DEPARTMENT** agrees that Federal Aid Surface Transportation Program Funds shall be used to provide 48% of the Transportation Enhancement Program eligible project costs estimated to be \$ 400,061.00 and the **SPONSOR** agrees that non-federal **SPONSOR** funds shall be used to provide their obligation of 52% of the eligible project costs estimated to be \$ 433,399.00 for a total eligible project cost estimate of \$ 833,460.00 including the project specific activities and estimated funding amounts as exemplified in Attachment "A", titled "Table 1, Estimated Project Budget".
- B. The **SPONSOR** will be responsible for all project cost overruns of the approved project estimate set forth in this agreement and will obligate additional funds as necessary to complete the project as planned.

- C. It is understood by the **SPONSOR** that no State Transportation funds are to be utilized in any phase or aspect of this project. Only **SPONSOR** and Federal funds are to be utilized.

Section 2: PROJECT OVERSIGHT

The **SPONSOR** and the **DEPARTMENT** understand and agree that the **DEPARTMENT** shall have the full authority to carry out oversight for this project. The **DEPARTMENT** shall review, process, and approve documents required for Federal aid reimbursement in accordance with Federal requirements. It is agreed that the project contemplated herein is proposed to be financed as hereinafter described and that this Agreement, all property acquisitions and clearances, plans, specifications, estimate of costs, acceptance of work, payment, and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, and approvals as may be applicable thereto.

Section 3: PROJECT RECORDS

The **SPONSOR** agrees that all project records in support of all costs incurred and expenditures kept by the **SPONSOR** are to be maintained in accordance with procedures prescribed by the U.S. Department of Transportation and the **DEPARTMENT**. The records shall be open to inspection by the **DEPARTMENT** and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three (3) years from the final payment of any Federal funds to the **SPONSOR**, with the following exceptions:

- A. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
 - 1. Records for non-expendable property, if any, acquired with Federal funds shall be retained for three years after its final disposition.
 - 2. When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
- B. The retention period begins on the date of the submission of the Final Project Report.
- C. The **SPONSOR** agrees to furnish records to ODOT as requested to comply with the sub-recipient monitoring requirements of the OMB Circular A-133. Such material are to be made available at their respective offices at all reasonable times, during the contract period and for three years after the date of the submission of the Final Project Report and all other pending matters

are closed, for inspection by **DEPARTMENT** representatives, the State Auditor and Inspectors' Office, Federal Highway Administration, the Secretary of Transportation, the Comptroller General of the United States or any authorized representatives of the Federal Government for the purpose of making audits, examinations, excerpts and transcripts.

Section 4: PROJECT COST REIMBURSEMENT

Federal funding in support of this project shall be in accordance with the Safe Accountable Flexible Efficient Transportation Equity Act: a Legacy for the Users, Title 23, U.S.C., as amended, and applicable Office of Management and Budget circulars. The **SPONSOR** shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government.

- A. The total amount of Federal-Aid funds allowable to the Transportation Enhancement Project under the Transportation Enhancement provisions is \$ 400,061.00. The **SPONSOR** shall provide \$433,399.00 in matching funding as set forth in the project budget delineated in Attachment "A", titled "Table 1, Estimated Project Budget".
- B. The **SPONSOR** agrees to pay for **SPONSOR** incurred project costs. Following such payments, the **SPONSOR** shall submit ODOT standardized invoice and supporting documentation in the format prescribed by the **DEPARTMENT**, not more than once per month. The **DEPARTMENT** will reimburse the **SPONSOR** up to the amount shown in this Agreement for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the **SPONSOR** for the establishment, maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation. The **DEPARTMENT** shall reimburse the **SPONSOR** for the Federal share of eligible project costs up to the amount shown in this Agreement.
- C. Partial payments made for costs provided to the **DEPARTMENT** during the course of this Agreement shall be considered progressive payments and shall be subject to audit review and recalculation upon completion of the work attributable and properly allocable to this project. Upon completion of an audit of the project records a final invoice shall be prepared and the **SPONSOR** shall receive final payment subject to any necessary audit adjustments. Interim payment invoices shall be signed by the authorized agent which shall without other certification be sufficient.
- D. The Federal Aid Highway Program is a reimbursement program; therefore, no advance payments will be made to the **SPONSOR**.

- E. The final request for reimbursement must be received by the **DEPARTMENT** no later than sixty (60) days after the project's ending date, and shall contain a final payment certification in the format prescribed by the **DEPARTMENT**.
- F. The **SPONSOR** must at the conclusion of the project provide the **DEPARTMENT** with a copy of an audit report which has been prepared in accordance with applicable Office of Management and Budget circulars which has been attested by Certified Public Accounting firm to report audited final costs and payments made on this project.
- G. If it is determined by the **DEPARTMENT**, based upon an audit performed in accordance with appropriate Federal regulations, that the terms and conditions of this agreement were not followed, or in the event costs claimed are disallowed following the audit, the **SPONSOR** shall reimburse the **DEPARTMENT** the full amount of the disallowed costs.

Section 5: RIGHT-OF-WAY ACQUISITION AND UTILITY RELOCATION

- A. The **SPONSOR** warrants to the **DEPARTMENT** that, if Land Acquisition Costs are included as a part of this agreement, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the **DEPARTMENT'S** guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.
- B. The **SPONSOR** warrants to the **DEPARTMENT** that Utility Adjustment Costs (if any) are included as a part of this agreement and will certify to the **DEPARTMENT** prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with **DEPARTMENT** policies to accommodate the construction of said project prior to the beginning of any work and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.
- C. The **SPONSOR** shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps and islands, and any other such private installations.
- D. The **SPONSOR** shall convey title to the State of Oklahoma on all tracts of land acquired in the name of the **SPONSOR** on the State or Federal Highway

System in accordance with Oklahoma Administrative Code Title 730, Chapter 20, Section 730:20-1-2.

- E. The **SPONSOR** warrants to the **DEPARTMENT** that all real property appurtenances and improvements thereto and all equipment or other tangible personal property purchased or improved, or otherwise acquired in the implementation of the Transportation Enhancement Project shall be used for the intents and purposes as specified in this agreement.
- F. The **SPONSOR** warrants to the **DEPARTMENT** that it will not lease, sell, or otherwise in any way encumber or dispose of any real property interests, appurtenances or improvements thereto, acquired by means of funds provided through this agreement or equipment or other tangible personal property purchased or improved for utilization in this project without written approval from the **DEPARTMENT**. If, after consultation with the Federal Highway Administration, the **DEPARTMENT** determines that a residual Federal investment exists in the project, the **SPONSOR** will be required to reimburse that portion of the funds from the disposition of the property, equipment or improvements determined due to the Federal Highway Trust Fund.
- G. That the disposition for all equipment, tangible personal property, real estate, appurtenances and improvements thereto acquired for the implementation of the Transportation Enhancement Project will be subject to Federal Law and requirements as outlined in Section 710 of 23 CFR and applicable OMB Circulars.

Section 6: COMPETITIVE BIDDING

The **SPONSOR** shall comply with the Competitive Bidding Act of 1974, as revised, 61 O.S. § 101 et seq. The **SPONSOR** and the **DEPARTMENT** agree to comply with the following administrative procedures:

- A. *Prior to advertisement*, the **SPONSOR** shall submit to the **DEPARTMENT** the Bid Proposal documents, Plans, Specifications, and Estimate (PS&E), and an endorsement letter certifying all right-of-way has been acquired within the limits of the project and in compliance with all applicable state and federal regulations. After obtaining written authorization from the **DEPARTMENT**, the **SPONSOR** may advertise and accept bids for this project. The **SPONSOR** shall analyze bids prior to award to ensure the reasonable and proper expenditure of public funds.

- B. *Prior to award*, the **SPONSOR** shall submit to the **DEPARTMENT** affidavits of newspaper publications, a detailed summary and analysis of the bid results, including engineer's estimate and individual bidders' unit prices, along with a copy of the completed proposal from the apparent low bidder and a recommendation of award. Upon concurrence by the **DEPARTMENT** of the **SPONSOR** recommendation of award, the **DEPARTMENT** will authorize the **SPONSOR** to award the project.
- C. *Prior to issuance of a Work Order/Notice to Proceed*, the **SPONSOR** shall provide the **DEPARTMENT** with certified copies of the executed Contract between the **SPONSOR** and the Contractor. Upon approval by the **DEPARTMENT** of the Contract, the **DEPARTMENT** will authorize the **SPONSOR** to issue a Work Order/Notice to Proceed to the Contractor.

Section 7: CONSULTANT SERVICES

- A. If applicable and the **SPONSOR** has not previously done so, the **SPONSOR** agrees to initiate and properly document a **DEPARTMENT** approved consultant selection process for the purpose of selecting a consultant to provide project related engineering and construction supervision services. The **SPONSOR** agrees to acquire all needed goods and services in conformance with State law unless subsequently required to conform with United States Department of Transportation procurement regulations.
- B. Upon receiving notice of FHWA authorization to proceed and completion of the consultant selection process referenced in Section 7 (A) above, the **SPONSOR** agrees to enter into an appropriate **DEPARTMENT** approved contract to define and secure the services of the selected consultant.

Section 8: PROJECT CONSTRUCTION

It is further specifically agreed and understood between the **SPONSOR** and the **DEPARTMENT** that the project will be built in accordance with the plans and specifications, and upon final acceptance by the **SPONSOR** and the **DEPARTMENT** of this project, the **SPONSOR** does hereby accept full, complete, and total responsibility for this project. The **SPONSOR** does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship.

- A. The **SPONSOR** and/or its selected consultant shall provide competent supervision and inspection of the construction work including any testing of materials necessary and shall have representatives available for consultation with **DEPARTMENT** representatives to cooperate fully to the end of obtaining

work in accordance with the approved plans and specifications and to the approval of the **DEPARTMENT**.

- B. The **SPONSOR** agrees to become jointly responsible with the contractor as co-applicants for meeting all Environmental Protection Agency (EPA) requirements for storm water runoff on this project, if required. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan sheet, and appropriate USGS topographic map contained in the plans constitute the storm water management plan for the project described previously in this document. Further, if required, the **SPONSOR** agrees to file jointly with the contractor the Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY under the OPDES General Permit with the Oklahoma Department of Environmental Quality which authorizes the storm water discharges associated with construction activity from the construction site identified in this document.
- C. The **SPONSOR** agrees that the liquidated damages provisions in 23 CFR, Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the **SPONSOR** from reduction of Federal participation in accordance with this paragraph.

Section 9: PROJECT CLOSURE

The **SPONSOR** agrees to provide the **DEPARTMENT** with acceptable project closure documents which shall include a Certificate of Completion, final estimate, statement of overruns and underruns, final inspection letter, final acceptance report, completion date, project change orders (if applicable), materials certification, DBE forms, and Buy America Certification (if applicable).

Section 10: PROJECT MAINTENANCE

The **SPONSOR** further agrees and warrants to the **DEPARTMENT** concerning maintenance of the completed project, that it will:

- A. Assume any and all financial obligations for the operation, use, and maintenance of the project.
- B. Aggressively pursue the implementation of any and all activities and/or support facilities related to the project through the use of all available

resources and that the implementation of these future facilities is in no way contingent upon the receipt of further Federal-aid funding.

- C. Periodically review the adequacy of the aforesaid project to insure the safety of the general public and should it determine that further modifications or improvements be required, the **SPONSOR** shall take such actions as are necessary to make such modifications or improvements.
- D. Maintain all drainage systems and facilities constructed, installed, modified, or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for facilities constructed under the terms of this Agreement.
- E. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances, and regulations.
- F. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the **SPONSOR**, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.
- G. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments.

Section 11: FEDERAL REQUIREMENTS

- A. Non-discrimination: During the performance of this project, the **SPONSOR** agrees as follows:
 - (i) The **SPONSOR** shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter "USDOT") Title 49 CFR, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - (ii) The **SPONSOR** will with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, handicap/disability, religion, or familial status in the selection and retention of contractors, including procurement of materials and leases of equipments. The **SPONSOR** shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the

Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- (iii) The **SPONSOR** will with regard to all solicitations either by competitive bidding or negotiation made by the **SPONSOR** for work to be performed under sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor's obligations under this agreement and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, handicap/disability, religion, or familial status.
- (iv) The **SPONSOR** will provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Oklahoma Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, order, and instructions. Where any information required of the **SPONSOR** is in the exclusive possession of another who fails or refuses to furnish this information, the **SPONSOR** shall so certify to the Oklahoma Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (v) In the event of the **SPONSOR's** non-compliance with the non-discrimination provisions of this agreement, the Oklahoma Department of Transportation shall impose such agreement sanctions as it or the Federal Highway Administration, may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the **SPONSOR** under the agreement until the contractor **SPONSOR** complies, and/or
 - 2. cancellation, termination, or suspension of the agreement, in whole or in part.
- (vi) The **SPONSOR** will include the provisions of paragraphs (i) through (vi) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant hereto. The **SPONSOR** shall take such action with respect to any sub-contract or procurement as the Oklahoma Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the **SPONSOR** becomes involved in, or is threatened with, litigation with a sub-

contractor or supplier as a result of such direction, the **SPONSOR** may request the Oklahoma Department of Transportation to enter into such litigation to protect the interests of the Oklahoma Department of Transportation, and, in addition, the **SPONSOR** may request the United States to enter into such litigation to protect the interests of the United States.

- B. Equal Opportunity: During the performance of this project, the **SPONSOR** agrees as follows:
- (i) The **SPONSOR** agrees to incorporate in all contracts having a value of over \$10,000.00, the provisions requiring compliance with Executive Order No. 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard Equal Employment Opportunity (EEO) clause and applicable goals for employment of minorities and women, may be incorporated by reference.
 - (ii) The **SPONSOR** agrees to insure that its contractors and subcontractors, regardless of tier, awarding contracts, and/or issuing purchase orders for materials, supplies, or equipment over \$10,000.00 in value will incorporate the required EEO provisions in such contracts and purchase orders.
 - (iii) The **SPONSOR** agrees that it will comply with and incorporate or cause to be incorporated into any contract for construction work, all provisions of the Federal Regulation, 49 CFR Part 26 and applicable **DEPARTMENT** contract Disadvantaged Business Enterprise (DBE) Program Special Provisions. The **SPONSOR** agrees to submit to the **DEPARTMENT** its DBE goal for this project. The **DEPARTMENT** will either concur with the goal or make a recommendation of a different goal.
 - (iv) The **SPONSOR** agrees that it will comply with and incorporate or cause to be incorporated into any contract for construction work, all requirements imposed by the Federal Regulation 23 CFR Part 230 Appendix A to Subpart A, Specific Equal Employment Opportunity Responsibilities and applicable **DEPARTMENT** contract EEO Special Provisions.
 - (v) The **SPONSOR** agrees to assist and cooperate actively with the **DEPARTMENT** in obtaining the compliance of contractors and subcontractors with the equal opportunity clause, rules, regulations, special provisions and relevant orders of the Secretary of Labor and with all Disadvantaged Business Enterprise rules, regulations and special provisions.

- (vi) The **SPONSOR** agrees to furnish the **DEPARTMENT** such information as it may require for the supervision of such compliance and that it will otherwise assist the **DEPARTMENT** in the discharge of its primary responsibility for securing compliance.
 - (vii) The **SPONSOR** agrees to refrain from entering into any contract or contract modification subject to Executive Order, 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
 - (viii) In the event of the **SPONSOR's** noncompliance with equal opportunity conditions or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the **SPONSOR** may be declared ineligible for further government contracts or Federally assisted contracts in accordance with procedures authorized in Executive Order No. 11246. Other sanctions may be imposed and remedies invoked as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- C. Copeland Act: The **SPONSOR** agrees that contracts in excess of \$2,000.00 for construction or repair awarded by the **SPONSOR** and its contracts or subcontracts shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the FHWA.
- D. Davis-Bacon Act: The **SPONSOR** agrees that, when required by the Federal program legislation, all construction contracts awarded by the **SPONSOR** and its contractors or subcontractors of more than \$2,000.00 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The **SPONSOR** shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be

conditioned upon the acceptance of the wage determination. The **SPONSOR** shall report all suspected or reported violations to the G/CAO.

- E. Contract Work Hours and Safety Standards Act: The **SPONSOR** agrees that where applicable, all contracts awarded by the **SPONSOR** in excess of \$2,500.00 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of the standard workday or workweek is permissible provided that the work is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all declarations to the grant recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.
- F. Drug-Free Workplace: The **SPONSOR** certifies that it will, or will continue, to provide a drug-free workplace by:
- (i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the **SPONSOR's** workplace and specifying the action that will be taken against employees for violation of such prohibition; and,
 - (ii) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The project **SPONSOR's** policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling; rehabilitation, and employee assistance programs; and,
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; and,
 - (iii) Making it a requirement that each employee to be engaged in the performance of the project be given a copy of the statement required by paragraph (i); and,
 - (iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the project, the employee will:
 - 1. Abide by the terms of the statement;

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction; and,
- (v) Notify the **DEPARTMENT** and the Federal Highway Administration in writing, within ten (10) calendar days after receiving notice under Section F, subparagraph (iv) 2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal Highway Administration has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected project; and,
 - (vi) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (iv)(2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and,
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and,
 - (vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i),(ii),(iii),(iv),(v), and (vi).
- G. Prohibition on Lobbying: The **SPONSOR** may use no part of the monies to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written manner, or other devices, intended or designed to influence in any manner a Member of Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This provision is in accordance with 18 U.S.C. 1913. A violation of this provision will result in termination of this Agreement.
- H. Environmental Compliance: The **SPONSOR** acknowledges that the utilization of Federal-Aid funds makes the project subject to all relevant Federal environmental laws and regulations, including, but not limited to, the National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and the "Parkland Statute" 23 U.S.C. § 138. The **SPONSOR** agrees that it shall perform all necessary studies and obtain all necessary permits or approvals required by such Federal laws and regulations. A failure

to fulfill all applicable environmental requirements could result in the loss of all Federal-Aid project funds. The **SPONSOR** specifically agrees that it will repay to the **DEPARTMENT** any Federal-Aid funds received which are expended in violation of Federal Environmental laws and regulations.

- I. Americans with Disability Act: The **SPONSOR** certifies that the project design plans comply, and the project when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, (42 U.S.C. 12101-12213) as outlined in 28 CFR, Part 35.

Section 12: TERMINATION

- A. Upon written notice to the **SPONSOR**, the **DEPARTMENT** may terminate all or any part of this Agreement, at any time, without fault on the part of the **SPONSOR**.
- B. At the discretion of the **DEPARTMENT**, all or any of the work of the **SPONSOR** may be abandoned or indefinitely postponed.
- C. Under any of these conditions, the **SPONSOR** will be reimbursed for work completed and should this Agreement be terminated in whole or in part, the **SPONSOR's** total reimbursement will reflect such termination.
- D. This Agreement may be terminated by any of the following conditions:
 - (i) By mutual Agreement and consent, in writing of both parties.
 - (ii) By the **DEPARTMENT** by written notice to the **SPONSOR** as a consequence of failure of the **SPONSOR** to perform the services set forth herein in a satisfactory manner.
 - (iii) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
 - (iv) By the **DEPARTMENT** for reasons of it's own and not subject to the mutual consent of the **SPONSOR** upon five (5) days written notice to the **SPONSOR**.
 - (v) By satisfactory completion of all services and obligations described herein.

Section 13: COVENANT AGAINST CONTINGENT FEES

- A. The **SPONSOR** represents that they have not employed or retained any company or person specifically to solicit or secure this agreement, and that he has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement.

B. For breach or violation of this representation, the **DEPARTMENT** shall have the right to annul this Agreement without liability.

Section 14: DISQUALIFICATION

Failure by the **SPONSOR** to fulfill its responsibilities under this Agreement will disqualify the **SPONSOR** from future participation in any Federal-Aid project. If deficiencies are found which the Federal Government deems to disqualify the **SPONSOR**, Federal funds will be withheld until such time as the deficiencies in the project or regulatory compliance have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

Section 15: EXECUTION OF AGREEMENT

The **SPONSOR** agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

Section 16: AMENDMENT PROCEDURES

- A. If the **SPONSOR** or the **DEPARTMENT** determines that a change is needed in the scope of work to be accomplished under this agreement, a written request shall be submitted to the other party detailing the requested amendment and giving justification for the change. A response shall be made within ten (10) days of receipt of the request. If Federal Highway Administration approval is not required and if the proposed amendment is acceptable to the parties, a written supplemental agreement shall be executed by the parties. If Federal Highway Administration approval is required for the proposed amendment, the **DEPARTMENT** shall inform the **SPONSOR** in writing of the approval or disapproval by the Federal Highway Administration within fifteen (15) days of receipt of such notification. If approved the proposed amendment shall be reduced to a written supplemental agreement and executed by the parties.
- B. Unless the **SPONSOR** has requested and received approval of an amendment to the scope of work outlined in this agreement, costs incurred as a result of the change will not be reimbursed.

Section 17: HOLD HARMLESS

To the extent allowed by law the **SPONSOR** agrees to hold the Federal Government and the **DEPARTMENT** harmless from, and shall process and defend at its own

expense, all claims, demands, or suits, whether at law or equity brought against the **SPONSOR, DEPARTMENT**, or Federal Government, arising from the **SPONSOR's** execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the **DEPARTMENT** or Federal Government in the project, PROVIDED, nothing herein shall require the **SPONSOR** to reimburse the **DEPARTMENT** or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or **DEPARTMENT**. When any alleged act, omission, negligence, or misconduct may be subject to limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the **SPONSOR**. No liability shall attach to the **DEPARTMENT** or Federal Government except as expressly provided herein.

Section 18: SEVERABILITY

If any provisions, clause, or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs, and any documents incorporated by reference are declared severable.

Section 19: HEADINGS

Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

Section 20: BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of **DEPARTMENT** and the **SPONSOR** and shall be binding upon their successors and assigns subject to the limitation of Oklahoma law.

Section 21: EFFECTIVE DATE

This Agreement shall become effective on the date of execution by **DEPARTMENT's** Director or his designee. This Agreement constitutes the entire understanding of the parties hereto; and any changes, amendments, or alterations hereto shall be made in writing and shall be executed with the same formalities as are observed herein.

IN WITNESS WHEREOF, the Deputy Director of the **DEPARTMENT** of Transportation, or his designee, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Deputy Director of the **DEPARTMENT** of Transportation and the **SPONSOR** has executed same pursuant to authority prescribed by law. The **SPONSOR** on this ____ day of _____, 20____, and the **DEPARTMENT** on the ____ day of _____, 20____.

CITY OF SHAWNEE

APPROVED AS TO FORM
AND LEGALITY

City Attorney

Mayor

ATTEST:

City Clerk

(Seal)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM
AND LEGALITY

General Counsel

Deputy Director

Recommended for Approval:

Special Projects Branch Manager

STATUTORY AFFIDAVIT

State of _____)
County of _____)

Affiant, _____ of lawful age, and having been first duly sworn, on oath says:

1. (S)he is the duly authorized agent of _____ (sponsor), the sponsor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract;
3. Neither the sponsor nor anyone subject to the sponsor's direction or control has paid, given or donated or agreed to pay , give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached; and

The sponsor further certifies that no person who has been involved in any manner in the development of that contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.

If this contract is for professional services **and** if the final product is a written proposal, report, or study, the sponsor further certifies that (s)he has not previously provided the state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Signature _____

Printed Name _____

State of _____

County of _____

Subscribed and sworn before me this _____ day of _____, 20____.

My Commission Expires: _____

My Commission Number: _____

Attachment "A"

Table 1 Estimated Project Budget Main Street Streetscape Enhancement Project Phase II	
Item	Estimated Cost
- Construction/Other	\$ 833,460.00
Total Estimate	\$ 833,460.00
48 % Federal Funds	\$ 400,061.00
52% Sponsor Match	\$ 433,399.00

Regular Board of Commissioners

16.

Meeting Date: 09/06/2016

CM Report

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Report

Attachments

CM Report

City Manager Report

August 2016



City Manager August Highlights

Wayfinding

City staff has submitted the final Wayfinding Plan to the Oklahoma Department of Transportation for review and approval. The project should be bid out in September or October and completed approximately 90 days after a contractor is selected.

Miscellaneous

- The Shawnee Splash Aquatics Center was featured in the magazine Aquatics International:
http://www.aquaticsintl.com/awards/past-present-future-shawnee-splash-water-park_o
- Staff attended the Avedis Speaker Series event on August 22. More information Blue Zones can be found here:
<http://bluezonesproject.com/>

EXPO Operations

The International Finals Youth Rodeo was held at the EXPO July 10-15. Established in 1992, the International Finals Youth Rodeo is an internationally recognized high school rodeo. Known as the world's richest youth rodeo, the IFYR is held in Shawnee every year and attracts hundreds of the greatest rodeo athletes from around the world.

For a complete listing of scheduled EXPO events, please see:
<http://www.shawneexpo.org/calendar.html>

OTHER UPDATES BY DEPARTMENT

Finance/Treasurer Report

Sales Tax. Sales tax collected for the month of August was \$1,530,245, a decrease of 3.66% from August 2015. Use tax for the month of August was \$127,907, a 17.21% decrease over last year. Additional information and details are provided to the City Commission at their second meeting of the month.

Meetings and Noteworthy Items

City Commission – September 6 & 19

Planning Commission – September 7

Beautification Meeting – September 8

Traffic Commission – September 27

Note: Meetings are subject to addition, cancellation and change. Agendas are posted on www.shawneeok.org

Other Important Dates

Pott. Co. Free Fair- September 7-10

Third Friday Downtown Block Party:
September 16

Family Promise Walk for Homeless-
September 24

Grove 4th annual 5K fun run- September 24

Shawnee Air Expo- October 1

Santa Fe Homecoming-October 1

Other Events:

www.visitshawnee.com/Calendar

<http://www.shawneexpo.org/calendar.html>

Board Openings

Beautification Committee

Traffic Commission

Note: Applications can be obtained:
www.shawneeok.org/gov/Boards/

City Manager Report

August 2016



Shawnee Municipal Authority

Master Plan Implementation. In 2014, the SMA adopted a Comprehensive Water and Wastewater Master Plan which evaluated all water supply, water treatment, collection systems and wastewater treatment facilities. The Plan included a Capital Improvement Plan (CIP) with recommendations for prioritization and phasing of the recommended short term (0-5 years and 5-10 years) and long term (10-20 years) Capital Improvements Plan (CIP) projects.

The projects to be considered for this RFQ are short term recommendations of the Master Plan. Interested Engineers and SMA staff met for site visits at each Plant on July 21, 2016. On August 15, the City Commission authorized staff to negotiate a contract with Burns McDonnell Engineering, the selected/preferred firm.

Bathymetry Study. The City of Shawnee has entered into a joint-funding agreement with the U.S. Geological Survey to conduct a bathymetry study. The total cost of the project is \$46,000 and the City's share is \$15,500. Bathymetric data can be used for a myriad of purposes ranging from determination of the elevation, area, and capacity of a body of water, to sediment deposition patterns. The objective of this project will be to conduct complete bathymetric surveys of the Twin Lakes. The study will be completed in 2017. An initial kickoff Meeting was held on May 12, 2016. As of June 27, 2016, USGS advised they are 85% complete with Lake #1.

Operations Department

Auditorium HVAC Design. Project is moving along well. Eighty percent of the indoor equipment is installed and crews are waiting for the outdoor equipment to be delivered.

Parks Landscape and Feature Redesign. The RFQ for this project has been written and staff is preparing to present it to the City Commission on September 19, 2016. The process will involve hiring a qualified consultant to assist the City with the redesign of several key park facilities. The work will be consistent with the recently adopted Master Park Plan.

Engineering and Streets

Downtown Streetscape. Project awarded to CGC, LLC in the bid amount of \$3,156,371.50. Construction on Phase I started January 19. Phase 1 was open to the public on July 15. Phase 2 work begun on July 18 and all three blocks are closed to traffic. The first portion of this phase will be demo and removals, followed by installation of the water and Stormwater lines. The sidewalks will be handled in the same manner as the previous phase, by leaving 7 feet of walkable space next to the buildings until it's time to construct the new sidewalks. This will ensure that patrons to businesses have clear and safe access to all businesses.

For Phase 2, the contractor will have 180 days by contract to complete that section, and is expected to be completed in January 2017. With the completion date pushing past Boo-on-Bell and the Christmas Parade, our plans are to begin the reconstruction at Bell St. and move east. This will allow us to have the largest area of the project opened as possible for these events.

City Manager Report

August 2016



Avedis Sidewalk Projects. The Union Street sidewalk was completed in time for the first day of school. The new sidewalk runs along Union Street from MacArthur Street to Shawnee Middle School.

Rehab Asphalt Streets Project. Shawnee Mall Drive is to be milled and overlaid the third week in September. This one mile project should take approximately three weeks to complete barring any unforeseen weather delays.

Planning Department

Clean-up Efforts. The Action Center maintains a very active caseload during the growing season, with many complaints related to tall grass and weeds coming in daily. For a complete list of Action Center cases or to submit a complaint online, see: <http://www.shawneeok.org/actioncenter/default.asp>

Transportation Alternatives Program. The City was notified in August that its application to the Oklahoma Department of Transportation for a Transportation Alternatives Program grant was approved. The planned sidewalk will bridge a critical missing gap along MacArthur Street east of Harrison. The Avedis Foundation has agreed to provide matching funds equal to ten percent of the project cost.

The Planning Commission has an active docket. Complete agendas are posted here: <http://www.shawneeok.org/Documents/>

Fire Department

Station 2 Rehab/Renovation. The City received the first draft of the design development drawings on August 18. We have thoroughly reviewed them and provided our comments back to Fritz Baily. Staff has a sit-down meeting scheduled for September 8 with representatives from all project agencies. Fritz Baily will be forwarding an updated cost estimate soon. The City Commission should take up this matter again in October.

Hydrant Flow Testing (ISO requirement). This project is now complete. We will begin hydrant painting this fall.

Fire Prevention Week 2016. We are currently working on department plan for Fire Prevention Week this year. In addition to the Fire Department Clown program that will visit every grade school in our jurisdiction, we are hoping to provide more adult education and service offerings such as smoke detector installations this year.

Police Department

Administrative. During September 6-9 testing will begin for Captains, Lieutenants, and Sergeants for patrol. On September 8, the Citizen's Police Academy starts. The new tile and carpet installation will begin the second week of September in the Police Department.

Patrol. New hires are in CLEET. Officer Rider and Blazer will be cut loose from Field Training and on the street in the first two weeks of September. We are working the Attorney General's Safe Neighborhoods Grant. Police robot is in production by Gordon Cooper's Robotics Class.

City Manager Report

August 2016



Criminal Investigations Division. Investigated and solved fatality hit and run case.

Animal Welfare. Taking applications for Animal Control Officer open position. Contractors began work on the expansion project. They have started with the plumbing and HVAC system.

Dispatch. Experienced major outage of system causing communication problems for all law enforcement in the County. Don Lynch and Justin Beaver worked to restore communications successfully.

Christina Oldham, Emergency Communications Manager for the City of Shawnee is featured in the professional publication *The Call*, which is the official publication of the National Emergency Number Association. Ms. Oldham was recognized for her scholarship and excellent work for the citizens of Shawnee. The article can be found here:

<http://www.nxtbook.com/naylor/NENQ/NENQ0216/index.php#/26>

AWARDS

NENA RECOGNIZES EXCELLENCE



William M. McMurray, ENP Scholarship
Christina Oldham Brown



Tell us a little bit about who you are, where you're from, what you do, and your history with NENA....

A I am a resident of Shawnee, Oklahoma and have been for 26 years. I began dispatching in 2006, when I was 19 years old. I had actually begun my job as a dispatcher at Shawnee Police Department in Oklahoma in order to work my way through college. In 2007, I moved to Stillwater and needed employment while I finished my degree at Oklahoma State University (OSU). I immediately started working as a dispatcher for the Payne County Sheriff's Office and worked there until I graduated from OSU in 2010. I graduated with a Bachelor's Degree in Agricultural Sciences and Natural Resources with a teaching option.

Through my career as a dispatcher, I had my heart set on becoming an Agricultural Education teacher and I obtained my state teaching certificate and other certifications. In 2010, the job market for Agriculture teachers was not very lucrative, so I continued what I knew best and moved back to the City of Shawnee and began dispatching for Shawnee Police Department again. I was

a line dispatcher until 2012 because I wasn't ready to let 9-1-1 go. Like they say, "Once it's in your blood, it's hard to leave it behind."

Honestly, it wasn't until 2012 that I learned about NENA because I was a normal line operator/dispatcher and for the most part, unless we had to be part of an organization, I stayed away. In my mind, it meant being responsible for something else. An opportunity presented itself in July of 2012 to put in for the Communications Manager position with Shawnee. Once I was chosen for the position, the previous manager had already left a few weeks prior to me taking over, so with the help of the Administrator of Support Services and the Chief's Secretary, I began trying to educate myself on my duties. The Administrator of Support Services urged me to be involved with NENA and APCO in order to find support, resources, and help with issues that I might come across in the dispatch world.

I have been a member of NENA since and have steadily tried to become more involved and more educated about the organization. So many more opportunities have opened up for me since becoming a member.

What prompted you to apply for the Bill McMurray Scholarship?

A This year, after 10 years of dispatching and four years of running a 9-1-1 center, I felt more confident in myself. I also knew I needed more professional development; the only way to be one of the best is to participate and learn from the best in 9-1-1. I applied for the Bill McMurray Scholarship thinking it would at least be good experience for me to apply and work on more professional writing and application. I didn't think I stood a chance of winning the scholarship because I know there are so many qualified 9-1-1 professionals out there who could and would apply. Lastly, the confidence the Shawnee Police Department has had in me and the fact that the Chief and Administrator of Support Services has supported my decisions and actions to better our center has had a large impact on me and my urge to grow in this career.

They supported my application to NENA for the scholarship because they knew I would bring back new resources, connections, and tools to continue making us one of the best dispatch centers in the nation.

How did you feel when you found out you won?

A When I received the phone call, I was ecstatic! I was over the top excited! I have been in this career for so long and have never been to any conferences, even the state public safety conference, because I wanted others to have the opportunity to experience them and felt like I was selfish if I didn't send my dispatchers. They deserved to get out and now, I had the chance and it was amazing - I realized I was missing out on so much at the local, state, and national levels!

Since this was your first national conference, what were you expecting going into it?

A I did not expect everyone to be so laid back. I know my own center laughs and jokes to cope with life and things we encounter on the phone, but I didn't realize everyone at the conference would be so similar. I felt welcomed; I was expecting the top professionals to group themselves together and leave the line workers behind. That wasn't the case at all! More experienced professionals and directors took others under their wings, showed us the way and made sure those of us with no experience at a national level were guided through the expo hall, tours, events, courses, and breakfasts. For people whom I have never met before, I felt welcomed and always had someone to talk to and carry on a conversation, no matter what event I was attending.

Talk a little bit about your experience in Indy. How did you spend your time? What were your favorite parts of NENA 2016?

A At first, I was so overwhelmed with the events and the training. I kept thinking to myself, "How do I choose?" I finally realized in the second day that I couldn't do everything, so I needed to participate in the most I could and set a schedule for myself with the most important breakouts for me and for my agency. I walked a lot! Downtown Indianapolis was great and everything I needed was within walking distance. The convention center, restaurants, networking events, and mixers. I appreciated how close things were and I didn't have to spend the time thinking about how I would get from point A to point B.

I knew I was at NENA 2016 because others made it possible, so I didn't want

to waste any of my time. During the day, I went to as many sessions, tours, and mixers as I could. During the evening, if there wasn't a NENA social event or mixer, I found a nice restaurant and walked around to see what Indianapolis had to offer and experience the beautiful downtown area.

The majority of the exhibitors had drawings or giveaways for the attendees and I put in as many business cards as I could, again thinking there was no way I was going to win anything. However, during Prize-a-Palooza I was announced as a winner of a iPad mini; it was truly unbelievable. I also tried to gather up goodies for my fellow dispatchers so they could have a piece of NENA, too.

I really appreciate how the conference opened my eyes are to different service providers, organizations, and leadership ties within the 9-1-1 industry. It seems like no matter what role you play, you truly are important to the success of 9-1-1. I've been to so many training courses over the years, but until NENA 2016, none of them encouraged dispatchers to strive for bigger and better things or themselves.

I attended one breakout entitled *Masters of the Profession* and it was by far one of my favorite training opportunities ever. It finally dawned on me that we need to share our knowledge with our co-workers. We need to help them move up in the ranks and understand how the center works because these ladies and gentlemen are the future of the industry. If you have a more professional group, you have a more professional agency. No one starts out a professional, but you can certainly take advantage of opportunities to become one in this field. It's encouraging, and that's my

goal for myself and the dispatchers in my center.

Since returning home, how do you feel your NENA 2016 experience has helped you in your everyday job?

A In my everyday job, my NENA 2016 experience has helped me be more confident. I'm more confident in what I know about dispatching; working alongside my administration, responders, and dispatch partners; and steering my center in the right direction. We now have so many examples of how great this career can be and I want to take advantage of the opportunities it gives me. I want to be involved; I want to make a difference. Before, I thought about how I would like my center to be like others. Now I think about how I want others to look up to Shawnee Communications Center and think how they could be more like us.

Any final thoughts you would like to share with our readers?

A The best advice I can give is for others to become NENA members and take advantage of the opportunities that membership provides. Budgets are low and training isn't always available, but NENA provides help! We all need to get to know NENA and participate. NENA is one of the organizations that cares about 9-1-1 and dispatchers; they helped me see there is more support for us than what I had previously believed. When you get to know NENA, you'll see they are available to help you maintain and build on your own success to become a true professional.

I am truly grateful for the experience I had at NENA 2016!

24 | THE CALL | SUMMER 2016

Read the digital edition at www.naylor-network.com/nen-nxt/ 25

Emergency Management

North Radio Tower Site. Midwest Underground Technologies is installing the equipment and hardware for the antenna system. Anticipated completion date is September 16. Following completion of the antenna system installation, Motorola technicians will be on site to adjust and optimize the radios. Anticipated completion date is October 1.

City Manager Report

August 2016



EOC Remodel. Radio, telephone and other cables have been re-routed in the Radio Room. Re-installation of furniture, computers, televisions and communications equipment in Operations and Radio rooms continues as time allows. Re-Installation of Smart Board in Operations Room pending with Video-Reality, Inc.
