

AGENDA
BOARD OF CITY COMMISSIONERS
June 20, 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 Consent Agenda:
 - a. Minutes from the June 6, 2016 regular meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for May 2016
 - Project Payment Report for May 2016
 - Shawnee Civic and Cultural Development Authority Minutes from the February 18, 2016, March 24, 2016 and April 21, 2016 meetings
 - c. Lake Lease Transfers:

TRANSFERS:

 - Lot 3 Coffman Tract, 15403 Perry Rd.
To: Marilyn J. Moore Living Trust/Charles Moore, Trustee and Sue Sigman
From: Charles and Marilyn Moore
 - Lot 9 Magnino Tract, 16724 Clearpond Ln
To: Randall Hill
From: Patricia Hill
 - d. Mayor's Appointments

Shawnee Library Board
Cherity Pennington 2nd Full Term Expires 6/30/2019
Reappointment

Airport Advisory Board
Barry Fogerty 1st Full Term Expires 7/1/2019
Reappointment

Kevin Huddleston 2nd Full Term Expires 7/1/2019
Reappointment

Donald Freeman 1st Full Term Expires 7/1/2019
Reappointment

John Klaser 1st Full Term Expires 7/1/2019
Replaces Clifton Barger, Jr. – Resigned after 1st Full Term

James Smith 1st Full Term Expires 7/1/2019
Replaces Harmik Dersahakian – Termed Out

Zoning Board of Adjustment

Mark Cannon 1st Full Term Expires 7/1/2019
Replaces Joe Freeman – Termed Out

- e. Budget Amendment – General Fund 001
To cover overage at yearend housekeeping (Amendment \$238,500)
- f. Budget Amendment – General Fund 001
To cover overage at yearend housekeeping (Amendment \$167,500)
- g. Acknowledge receipt of Pioneer Library System Budget for July 1, 2016 through June 30, 2017.
- h. Approve renewal of the following agreements for FY 2016-2017:
 - 1. Governmental Services contract with the Shawnee Civic and Cultural Development Authority.
 - 2. Contract with Stuart & Clover, PLLC for City Attorney services.
- 2. Citizens Participation
 - (A three minute limit per person)
 - (A twelve minute limit per topic)
- 3. Presentation by City Manager to Employee of the Month, Kacie Bachhofer, City Clerk Department.
- 4. Consideration and possible action to cancel the July 5, 2016 City Commission meeting.
- 5. Discussion, consideration and possible action to approve an ordinance repealing and amending Article 8 of the Shawnee Municipal Code regarding Pawnbroker dealings.
- 6. Discussion regarding occupancy surcharged (hotel/motel tax).
- 7. Consider a resolution of support indicating favorable consideration for a tax credit award to Shawnee Affordable Housing Partners LP for the following project: twenty-four (24) housing development in a historic downtown building located at 101 East Main Street and the south of the southwest corner of 9th Street and Philadelphia Avenue.

8. Consider a resolution for a Capital Assets Policy.
9. Consider a resolution to surplus certain City of Shawnee vehicles and donate to the City of McCloud.
10. Acknowledge Sales Tax Report received June 2016.
11. Consider Bids:
 - a. FY15-16 Rehab Asphalt Streets Project, Contract No. COS-PW-15-05 (Award)
 - b. Sale of Lot 5 and Lot 6, Yaghtnee Addition (Award)
12. New Business
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
13. Commissioners Comments
14. 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. a.

Meeting Date: 06/20/2016

CC Minutes 06-06-2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the June 6, 2016 regular meeting.

Attachments

CC Minutes 06-06-2016

BOARD OF CITY COMMISSIONERS PROCEEDINGS

JUNE 6, 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, June 6, 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

Vacant

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

Lesa Shaw

Commissioner Ward 5

Micheal Dykstra

Commissioner Ward 6

ABSENT: None

INVOCATION

The Lord's Prayer led by Mayor Mainord

FLAG SALUTE

Led by Commissioner Agee

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 11.
- b. Minutes from the May 16, 2016 regular meeting.
- c. Acknowledge the following minutes:
 - Planning Commission Minutes from May 4, 2016 meeting.

d. Lake Lease Renewals:

RENEWALS:

- Lot 17 Belcher Tract, 33314 Post Office Neck
Lessees: Joseph and Leta Rostochil

e. Mayor's Appointments

Shawnee Library Board

Dephanie Lilite 2nd Full Term Expires 6/30/2019
Reappointment

Michelle Dominy 1st Full Term Expires 6/30/2019
Replaces Alfonso Nieves – Resigned

Zoning Board of Adjustment

Mat Thomas 2nd Full Term Expires 6/1/2019
Reappointment

Jim L. Cooper 2nd Full Term Expires 6/1/2019
Reappointment

- f. Approve grant application to the “Edward Byrnes Memorial Grant” in the sum of \$21,531.00 for the Shawnee Police Department, to be shared with the Pottawatomie County Sheriff's Office.
- g. Approval to replace Arvest Security Bank Card with Arvest Purchasing Card.
- h. Acceptance of Lake Maintenance Building and place maintenance bond into effect.
- i. Acceptance of Shawnee Splash Water Park and setting substantial completion date at June 12, 2015.
- j. Authorize repair for four (4) Police Department 2016 Ford Explorers (City of Shawnee Asset Nos. 4611, 4612, 4613, 4614) by Collision Works of Shawnee that were damaged in hail storm on April 29, 2016.

- k. Budget Amendment – General Fund
To adjust budget for insurance check received to fix the four (4) cars that were damaged by hail
- l. Budget Amendment – 302 Street Fund
Amend budget for money received from Board of Education for sidewalks – we are a pass through – Avedis Foundation
- m. Approve Community Service Contract Review Committee Recommendations for Fiscal Year 2016-2017:

- 1) Consider entering into a contract with the Historical Shawnee Alliance for FY 2016-2017.

RECOMMENDATION: To enter into a contract with Historical Shawnee Alliance for FY 2016-2017 in the amount of \$16,000.00.

- 2) Consider renewal of the YMCA contract for the management and operation of Shawnee Community Center for FY 2016-2017.

RECOMMENDATION: To defer the item until a plan is developed by the YMCA. (FY 2015-2016 contract amount was \$36,000.00.)

- 3) Consider renewal of the contract with Senior Citizens Center, Inc. for operation of the Municipal Auditorium for FY 2016-2017.

RECOMMENDATION: To renew the contract at the current funding level of \$100,000.00, plus any additional increase for salary adjustments, at a level equal to what City of Shawnee employees receive, and to approve the contract as written. (FY 2015-2016 contract amount was \$100,000.00).

- 4) Consider renewal of contract with Shawnee Economic Development Foundation for FY 2016-2017.

RECOMMENDATION: To renew contract for FY 2016-2017 in the amount of \$231,000.00. (No change from FY 2015-16 contract).

- 5) Consider renewal of contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit for FY 2016-2017.

RECOMMENDATION: To renew contract for FY 2016-2017 in the amount of \$60,000.00 with indemnification clause added to the contract and proof of adequate insurance. (No change from FY 2015-16 contract).

- 6) Consider renewal of contract with Safe Events for Families for FY 2016-2017.

RECOMMENDATION: To renew the contract for FY 2016-2017 in the amount of \$48,000.00 plus \$10,000.00 for the Main Street Christmas decorations. (FY 2015-2016 contract amount was \$15,000.00, amended March 7, 2016 to increase funding by \$15,000.00).

n. Acknowledge the Central Disposal Contract for FY 2016-2017.

o. Approve renewal of the following agreements for FY 2016-2017:

- 1) Pottawatomie County District Court to establish, develop and implement programs for juvenile misdemeanor offenders.
- 2) Agreement with Youth and Family Resource Center, Inc. (Hope House) for Juvenile Services.
- 3) Fingerprint Service for The Housing Authority of the City of Shawnee.
- 4) Agreement with YMCA for use of recreational facilities known as Lions Club Park, Dockery Park, Milstead Park and Lilac Park.
- 5) Agreement with Shawnee Twin Lakes Trap Club for use of city property known as Trap Range.

- 6) Agreement with McLoud Public Works Authority for use of mower, city property, for maintenance of Wes Watkins Reservoir.
 - 7) Agreement with YMCA for use of mower, city property, for maintenance of Dockery Park, Lions Club Park, Milstead Park and Lilac Park.
 - 8) Agreement with South Central Industries, Inc. for Right-of-Way Maintenance Services.
 - 9) Pottawatomie Independents School District No. 93 for maintenance of tennis courts.
 - 10) Gordon Cooper Technology Center (GCTC) District No. 5 to provide repaving and repair of public roadways and parking lots used by students, faculty, employees and patrons of GCTC.
 - 11) Project H.E.A.R.T., Inc. for providing meals to elderly persons.
 - 12) Agreement with Pottawatomie Independent School District No. 93 to provide police officers for Shawnee High School and Middle School.
 - 13) Animal shelter facility agreement with City of McLoud.
- p. Approve renewal of excess liability policy for Workers' Compensation with Safety National Casualty Corporation for July 1, 2016, through June 30, 2017.

Commissioner Shaw asked that Agenda Items No. 1(e), 1(f), 1(g), 1(m), and 1(o) be pulled for separate consideration.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve the Consent Agenda Item No. 1(a-p), less items 1(e), 1(f), 1(g), 1(m), and 1(o). Motion carried 5-1.

AYE: Harrod, Agee, Mainord, Hall, Dykstra
NAY: Shaw

Regarding Agenda Item No. 1(e), the application of Dephanie Lilite for the Shawnee Library Board, a motion was made by Commissioner Shaw to defer the reappointment until Ms. Lilite can provide an updated application. The motion failed due to a lack of a second.

Regarding Agenda Item No. 1(e), the application of Jim Cooper for the Zoning Board of Adjustment, Commissioner Shaw made a motion to request an updated application from Mr. Cooper. The motion failed due to a lack of a second.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod to approve Agenda Item No. 1(e) as is. Motion carried 5-1.

AYE: Hall, Harrod, Mainord, Dykstra, Agee

NAY: Shaw

Regarding Agenda Item No. 1(f), Commissioner Shaw asked who wrote the grant and what roll the City would take after receiving it. City Manager Justin Erickson advised he would look into this matter and follow up with her.

A motion was made by Commissioner Dykstra, seconded by Commissioner Hall, to approve Agenda Item No. 1(f). Motion carried 5-1.

AYE: Dykstra, Hall, Agee, Harrod, Mainor

NAY: Shaw

Regarding Agenda Item No. 1(g), Commissioner Shaw asked who authorized increases in credit limits. Finance Director Cindy Arnold stated that she did. Ms. Arnold explained the benefits of the Arvest Purchasing Cards and limitations on each card.

A motion was made by Commissioner Shaw, seconded by Commissioner Hall, to approve Agenda Item No. 1(g). Motion carried 6-0.

AYE: Shaw, Hall, Dykstra, Agee, Harrod, Mainord

NAY: None

Regarding Agenda Item No. 1(m), Commissioner Shaw asked who received the Historical Shawnee Alliance's minutes. Finance Director Cindy Arnold explained that each board is required to give financials and minutes to the Finance Department monthly.

Commissioner Shaw inquired how long the Senior Citizens Center had contracted with the City. City Manager Justin Erickson stated the length of time was considerable.

Commissioner Shaw asked who received Central Community Action Agency/Central Oklahoma Transit's financial reports. Finance Director Cindy Arnold stated that the financials and minutes are received by the Finance Department.

A motion was made by Commissioner Dykstra, seconded by Commissioner Hall, to approve Agenda Item No. 1(m). Motion carried 6-0.

AYE: Dykstra, Hall, Shaw, Agee, Harrod, Mainord

NAY: None

Regarding Agenda Item No. 1(o)(2), Commissioner Shaw asked regarding the agreement with Youth and Family Resource Center how many juveniles does the City send to the Hope House annually. Police Chief Mason Wilson stated he would gather that information and forward it to her.

Regarding Agenda Item No. 1(o)(5), Commissioner Shaw asked for clarification on the agreement with Shawnee Twin Lakes Trap Club. Director of Operations James Bryce explained that any contract for use of city property that has facilities is required to follow the same guidelines as the City.

Regarding Agenda Item No. 1(o)(8), the agreement with South Central Industries for Right-of-Way Maintenance Services, Commissioner Shaw asked how the clean-up locations were determined. Mr. Bryce explained that the City chooses what areas need to be cleaned. It is based upon highly visible areas and areas that seem to collect more trash and debris than others.

A motion was made by Commissioner Hall, seconded by Commissioner Dykstra, to approve Agenda Item No. 1(o). Motion carried 5-1.

AYE: Hall, Dykstra, Agee, Harrod, Mainord

NAY: Shaw

AGENDA ITEM NO. 2:

Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

There was no Citizens Participation.

AGENDA ITEM NO. 3:

Public hearing and consideration of approval
of a budget for Fiscal Year 2016-2017.

City Manager Justin Erickson provided a budget overview. He explained that the budget for Fiscal Year 2016-2017 is fairly similar to the previous year's budget. He said that the total budget for all funds equal \$70 million plus and that City Sales Tax is holding strong. Mr. Erickson noted that license fees are currently being reviewed and court fines are substantially higher than last year.

He stated that Shawnee Municipal Authority budget is doing well, noting that \$1 million is budgeted for waterline repairs and \$1 million is also budgeted for sewer line repairs.

The Shawnee Airport Authority has completed several grants and has a cooperative agreement with the Shawnee Industrial Authority (SIA).

Mayor Mainord declared a public hearing in session to consider the budget for Fiscal Year 2016-2017. No one appeared in favor or against said budget. The public hearing was closed.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the budget for Fiscal Year 2016-2017. Motion carried 6-0.

AYE: Harrod, Hall, Shaw, Dykstra, Agee, Mainord

NAY: None

AGENDA ITEM NO. 4:

Consideration of a resolution adopting the budget for the City of Shawnee for the period of July 1, 2016 through June 30, 2017 finding all things requisite and necessary have been done in preparation and presentation of budget.

Resolution No. 6512 was introduced.

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2016 THROUGH JUNE 30, 2017 FINDING ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTATION OF SAID BUDGET.

A motion was made by Commissioner Shaw, seconded by Commissioner Agee, to approve a resolution adopting the budget for the City of Shawnee for the period of July 1, 2016 through June 30, 2017 finding all things requisite and necessary have been done in preparation and presentation of budget. Motion carried 6-0.

AYE: Shaw, Agee, Harrod, Mainord, Hall, Dykstra

NAY: None

AGENDA ITEM NO. 5:

Consider a resolution approving renewal of a certain lease agreement with Motorola Credit Corporation.

Resolution No.6513 was introduced.

A RESOLUTION APPROVING RENEWAL OF A CERTAIN LEASE AGREEMENT WITH MOTOROLA CREDIT CORPORATION

Emergency Management Director Don Lynch explained the renewal of the lease agreement with Motorola Credit Corporation.

A motion was made by Commissioner Dykstra, seconded by Commissioner Agee, to approve a resolution approving renewal of a certain lease agreement with Motorola Credit Corporation. Motion carried 6-0.

AYE: Dykstra, Agee, Harrod, Mainord, Hall, Shaw

NAY: None

AGENDA ITEM NO. 6:

Consider a resolution to declare a 1989 Ford Shawnee Fire Department school bus surplus property and authorizing the use of said vehicle in training exercises and eventual salvage.

Resolution No. 6514 was introduced.

A RESOLUTION DECLARING A CERTAIN ITEM OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEM; AND AUTHORIZING THE USE OF SAID VEHICLE IN TRAINING EXERCISES AND EVENTUAL SALVAGE.

Deputy Chief Andy Starkey gave a staff report regarding the 1989 Ford Shawnee Fire Department school bus, training exercises planned and salvage.

A motion was made by Commissioner Shaw, seconded by Commissioner Dykstra, to approve a resolution to declare a 1989 Ford Shawnee Fire Department school bus surplus property authorizing the use of said vehicle in training exercises and eventual salvage. Motion carried 6-0.

AYE: Shaw, Dykstra, Agee, Harrod, Mainord, Hall

NAY: None

AGENDA ITEM NO. 7:

Public hearing and consideration of an ordinance to rezone property located on the northwest corner of Bonita Street and Benedict Street from C-3; Highway Commercial to R-3; Multi-Family

Residential. Case No. P04-16. Applicant:
Ethan Acock

City Manager Justin Erickson provided a staff report.

Mayor Mainord declared a public hearing in session to consider an ordinance to rezone property located on the northwest corner of Bonita Street and Benedict Street from C-3; Highway Commercial to R-3; Multi-Family Residential. No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve the ordinance to rezone property located on the northwest corner of Bonita Street and Benedict Street from C-3; Highway Commercial to R-3; Multi-Family Residential.

Ordinance No. 2581NS 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: LOTS FOUR (4) THROUGH SEVEN (7), BOTH INCLUSIVE, IN BLOCK SEVEN (7), HOFFMAN'S ADDITION TO SHAWNEE, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM C-3; HIGHWAY COMMERCIAL DISTRICT TO R-3; MULTI-FAMILY RESIDENTIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

AYE: Hall, Harrod, Mainor, Shaw, Dykstra, Agee
NAY: None

Ordinance No. 2581NS was adopted by the City Commission.

<u>AGENDA ITEM NO. 8:</u>	Consideration of a Preliminary Plat for Haag Addition located on Union Street, north of Shawnee Mall Drive. Case No. S12-16. Applicant: The Landrun Group, LLC
---------------------------	--

City Manager Justin Erickson provided a staff report for Agenda Item Nos. 8 and 9.

A motion was made by Commissioner Dykstra, seconded by Commissioner Hall, to approve a Preliminary Plat for Haag Addition located on Union Street, north of Shawnee Mall Drive, with the following conditions:

1. Dedication by the neighboring property owner for the northern 15' perimeter utility easement, by separate instrument and presented on the preliminary plat.
2. All other applicable City standards apply.

Motion carried 5-1.

AYE: Dykstra, Hall, Agee, Harrod, Mainord

NAY: Shaw

AGENDA ITEM NO. 9:

Consideration of a Final Plat for Haag Addition located on Union Street, north of Shawnee Mall Drive. Case No. S13-16. Applicant: The Landrun Group, LLC

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to approve a Final Plat for Haag Addition located on Union Street, north of Shawnee Mall Drive, with the following conditions:

1. Dedication by the neighboring property owner for the northern 15' perimeter utility easement, by separate instrument and presented on the preliminary plat.
2. Final construction documents must be approved by the City Engineer prior to construction.
3. The final engineering drainage plan must be approved by the City Engineer proper to construction.
4. All other applicable City standards apply.

Motion carried 5-1.

AYE: Harrod, Dykstra, Agee, Mainord, Hall

NAY: Shaw

AGENDA ITEM NO. 10:

Consider and take action with respect to a resolution of the City of Shawnee, Oklahoma (the "City") approving the incurrence of indebtedness by the Shawnee Municipal Authority (the "Authority") issuing its Utility System Revenue Note, Series 2016 (the "Note"); Providing that the organizational document creating the Authority is subject to the provisions of the indenture authorizing the issuance of said Note; waiving competitive bidding with

respect to the sale of said Note and approving the proceedings of the Authority pertaining to the sale of said Note; ratifying and confirming the lease agreement, as amended, pertaining to the City's water and sanitary sewer systems; establishing the City's reasonable expectation with respect to the issuance of tax-exempt obligations by or on behalf of said City in calendar year 2016, and designating the Note as a qualified tax-exempt obligation; and containing other provisions relating thereto.

Resolution No. 6515 was introduced.

A RESOLUTION OF THE CITY OF SHAWNEE, OKLAHOMA (THE "CITY") APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE SHAWNEE MUNICIPAL AUTHORITY (THE "AUTHORITY") ISSUING ITS UTILITY SYSTEM REVENUE NOTE, SERIES 2016 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; RATIFYING AND CONFIRMING THE LEASE AGREEMENT, AS AMENDED, PERTAINING TO THE CITY'S WATER AND SANITARY SEWER SYSTEMS; ESTABLISHING THE CITY'S REASONABLE EXPECTATION WITH RESPECT TO THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY OR ON BEHALF OF SAID CITY IN CALENDAR YEAR 2016, AND DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve incurrence of indebtedness by the Shawnee Municipal Authority (the "Authority") issuing its Utility System Revenue Note, Series 2016 (the "Note"); Providing that the organizational document creating the Authority is subject to the provisions of the indenture authorizing the issuance of said Note; waiving competitive bidding with respect to the sale of said Note and approving the proceedings of the Authority pertaining to the sale of said Note; ratifying and confirming the lease agreement, as amended, pertaining to the City's water and sanitary sewer systems; establishing the City's reasonable expectation with respect to the issuance of tax-exempt obligations by or on behalf of said City in calendar

year 2016, and designating the Note as a qualified tax-exempt obligation; and containing other provisions relating thereto. Motion carried 6-0.

AYE: Harrod, Agee, Mainord, Hall, Shaw, Dykstra

NAY: None

AGENDA ITEM NO. 11:

Consider Bids:

- a. FY15-16 Sidewalk/ADA Handicap Ramps Project (Various Locations), Contract No. COS-PW-15-03 (Award)

Assistant City Engineer/Utilities Rex Hennen announced that two (2) bids were received and after review and consideration it was staff's recommendation to award the bid to Parathon Construction of Edmond, Oklahoma in the total amount of \$311,550.00.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to accept staff's recommendation and award the bid to Parathon Construction in the total amount of \$311,550.00. Motion carried 6-0.

AYE: Harrod, Dykstra, Agee, Mainord, Hall, Shaw

NAY: None

- b. FY15-16 Rehab Concrete Streets Project (Various Locations), Contract No. COS-PW-15-04 (Award)

Assistant City Engineer/Utilities Rex Hennen announced that two (2) bids were received and after review and consideration it was staff's recommendation to award the bid to Parathon Construction of Edmond, Oklahoma in the total amount of \$337,750.00.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to accept staff's recommendation and award the bid to Parathon Construction in the total amount of \$337,750.00. Motion carried 6-0.

AYE: Harrod, Dykstra, Agee, Mainord, Hall, Shaw

NAY: None

- c. FY15-16 Rehab Asphalt Streets Project, Contract No. COS-PW-15-05 (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
Rudy Construction Co. Oklahoma City, OK	\$708,030.00
Haskell Lemon Construction Co. Oklahoma City, OK	\$588,144.00

Assistant City Engineer/Utilities Rex Hennen read two (2) bids into the record. Mr. Hennen requested that the bid award be deferred to the next City Commission meeting on June 20, 2016, to allow staff time to review the bids.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to defer the bid award to the June 20, 2016 City Commission meeting. Motion carried 6-0.

AYE: Harrod, Shaw, Dykstra, Agee, Mainord, Hall
NAY: None

- d. Sale of Lot 5 and Lot 6, Yaghtnee Addition (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
Marical Brothers Real Estate, LLC Ada, OK	\$305,000.00

City Manager Justin Erickson read one (1) bid into the record. Mr. Erickson requested that the bid award be deferred to the next City Commission meeting on June 20, 2016, to allow staff time to review the bids.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to defer the bid award to the June 20, 2016 City Commission meeting. Motion carried 6-0.

AYE: Harrod, Dykstra, Agee, Mainord, Hall, Shaw
NAY: None

AGENDA ITEM NO. 12:

Administrative Reports

a. James Bryce, Director of Operations – Mosquito Spraying Regimen

Director of Operations James Bryce reported that mosquito spraying would be done differently this year than in the past. The City will be split in half by Broadway Avenue and spraying will commence this week. Tablets are also used to control the mosquito population in standing water and creeks.

At this time, the only cost to the City is labor. Citizen Potawatomi Nation (CPN) donated the spraying chemicals and the tablets to the City. Citizens can call the Parks Department to report standing water. The requests will be handled on a case by case basis.

Mr. Bryce advised ways to help control the mosquito population including keeping grass cut, emptying pet dishes daily, cleaning gutters, emptying items that may hold water such as toys, planters, and pools that are not properly maintained.

AGENDA ITEM NO. 13:

City Manager Report

City Manager Justin Erickson provided Commissioners with his monthly report for May. Mr. Erickson announced that the City had a great second annual Avedis Health Week. He also stated that the Fourth of July Glory Days is being combined with Trail Days this year and will be held June 18, 2016. The fireworks will be released from Milstead Park.

Mr. Erickson reported that the Union Street Sidewalk project should be completed by the start of school and the Streetscape should be finished in June.

AGENDA ITEM NO. 14:

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. 15:

Commissioners Comments

Commissioner Agee said that the City of Shawnee does a good job documenting minutes, videos, and agendas, and encouraged citizens to take advantage of such records.

Vice Mayor Harrod said that the Streetscape project was moving along well. He also said that Shawnee Splash was now open.

Commissioner Hall reported that the Splash Pad is now open. He asked where recyclable items such as hazardous waste that were not accepted by Central Disposal could be taken other than Oklahoma City.

Commissioner Shaw stated that she appreciated the work on Main Street and citizens are commenting on how much better it looks.

Commissioner Shaw stated that she hopes that the City of Shawnee will continue to keep teachers in mind. She said that Oklahoma is 50th in the nation in teacher pay.

Commissioner Dykstra stated he was concerned with the national political climate. He encouraged citizens to give to others and be generous.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (7:31 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (7:39 P.M.)

AGENDA ITEM NO. 16:

Discussion, consideration and possible action to go into Executive Session to discuss potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to enter into Executive Session for discussion of potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City. Motion carried 6-0.

AYE: Harrod, Hall, Shaw, Dykstra, Agee, Mainord

NAY: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 7:39 P.M. WITH ALL MEMBERS PRESENT

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 8:03 P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 17:

Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).

No action taken.

AGENDA ITEM NO. 18:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:03 p.m.)

WES MAINORD, MAYOR

ATTEST:

LISA LASYONE, DEPUTY CITY CLERK

Regular Board of Commissioners**1. b.**

Meeting Date: 06/20/2016

Acknowledge reports & minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for May 2016
- Project Payment Report for May 2016
- Shawnee Civic and Cultural Development Authority Minutes from the February 18, 2016, March 24, 2016 and April 21, 2016 meetings

Attachments

License Pymt Rpt 05-2016

Project Pymt Rpt 05-2016

Expo Minutes 02-18-2016

Expo Minutes 03-24-2016

Expo Minutes 04-21-2016

6/14/2016 2:24 PM
LICENSES: THRU ZZZZZZZZZZ

L I C E N S E P A Y M E N T R E P O R T
SORTED BY: CODE

PAGE:
PAYMENT DATES: 5/01/2016 TO 5/31/2016

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION		FEE	PENALTY	PAYMENT DISTRIBUTION TAX	INTEREST	TOTAL PAID
ALARM	BURGLAR/FIRE ALARM LICENSE	6	150.00CR				150.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	21	315.00CR				315.00
BOATREG	BOAT REGULAR PERMIT	77	2,002.00CR				2,002.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	1	100.00CR				100.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	11	825.00CR				825.00
FISHANNUAL	FISHING ANNUAL FEE	33	495.00CR				495.00
IMERC	ITINERANT MERCHANT FEE	4	200.00CR				200.00
LAKEINSP	LAKE LEASE INSPECTION	2	150.00CR				150.00
LAKELEASE	LAKE LEASE	20	11,331.52CR				11,331.52
MECH1	MECHANICAL CONTRACTOR INTIAL	3	300.00CR				300.00
MECH2	MECHANICAL CONTRACTOR RENEW	7	525.00CR				525.00
MIXER	MIXED BEVERAGE RENEWAL	1	900.00CR				900.00
PLUM1	PLUMBING CONTRACTOR INITIAL	1	100.00CR				100.00
PLUM2	PLUMBING CONTRACTOR RENEW	9	675.00CR				675.00
REFUND	REFUND	1	207.48CR				207.48
RESAL	RESIDENTIAL SALE	107	1,070.00CR				1,070.00
SNOWC	SNOW CONE STAND LICENSE FEE	1	25.00CR				25.00
SOLIC	SOLICITOR ANNUAL LICENSE	3	150.00CR				150.00
SOLID	SOLICITOR DAILY LICENSE	1	3.00CR				3.00
STORM	STORM CELLAR LICENSE FEE	2	150.00CR				150.00
TOTAL			19,674.00CR				19,674.00

06/15/2016 10:12 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

P R O J E C T P A Y M E N T R E P O R T

PAGE:
PROJECTS: THRU zzzzzzzzzz
PAYMENT DATES: 5/01/2016 TO 5/31/
SORTED BY: PRO

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	420.00CR
001-4202	BUILDING PERMITS	16,425.10CR
001-4203	PLUMBING PERMITS	2,660.00CR
001-4204	ELECTRICAL PERMITS	120.00CR
001-4205	ZONING PERMITS & APPLICATIONS	781.00CR
001-4206	HEATING & A/C PERMITS	1,670.00CR
001-4249	OTHER PERMITS	760.00CR
001-4822	OTHER MISC. REVENUE	52.50CR
101-4249	OTHER PERMITS	100.00CR
501-4510	WATER TAPS	3,450.00CR
799-1023	BANCFIRST GENERAL	26,438.60

06/15/2016 10:12 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

P R O J E C T P A Y M E N T R E P O R T

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 5/01/2016 TO 5/31/
SORTED BY: PRO

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	18,763.24CR
B3-REMODEL	BUILDING CONSTRUCTION REM	2,584.96CR
B4-CARPORT	BUILDING CARPORT	59.00CR
B4-SHELTER	BUILDING SHELTER	442.50CR
B4-STORAGE	BUILDING STORAGE SHED	371.27CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	138.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,782.50CR
P3-REMODEL	PLUMBING REMODEL	563.50CR
UNAPPLIED	UNAPPLIED CREDITS	108.63CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	75.00CR
X-DEMO	DEMOLITION PERMIT	50.00CR
X-PLATFIN	PLAT REVIEW FINAL	556.00CR
X-PLATREV	PLAT REVIEW PRELIM	225.00CR
X-SIGN	SIGN PERMIT	400.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	69.00CR
Z-OCCUP	OCCUPANCY PERMIT	250.00CR
TOTAL		26,438.60CR

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
FEBRUARY 18, 2016
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR SCHEDULED MEETING THURSDAY, FEBRUARY 18, 2016 AT 12:30 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 2/12/2016 AT 4:18PM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:35 PM BY MR. RANDY GILBERT, CHAIRMAN.

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. RANDY GILBERT
 MR. TIM BARRICK
 MR. JUSTIN ERICSON
 MR. KARL KOZEL

TRUSTEES ABSENT: MRS. RACHEL MELOT
 MRS. SUSAN HAVENS

ALSO IN ATTENDANCE: CINDY ARNOLD- CITY OF SHAWNEE, SHELLY WELCH OF FINLEY & COOK & MIKE CLOVER OF STUART & CLOVER, RANAY & BOBBYE CHURCHWELL

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. RANDY GILBERT, DECLARED A QUORUM.

AGENDA ITEM NO.6

APPROVAL OF MINUTES FROM JANUARY SC&CDA MEETING.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE BARRICK TO APPROVE THE MINUTES AS PRESENTED FOR THE JANUARY 2016 MEETING. MOTION CARRIED.

AYE: GILBERT, BARRICK, ERICSON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.8

APPROVAL OF THE MONTHLY FINANCIAL REPORT.

THE MOTION MADE BY TRUSTEE ERICKSON, SECONDED BY TRUSTEE KOZEL TO APPROVE THE MONTHLY FINANCIAL REPORT AS PRESENTED. MOTION CARRIED.

AYE: GILBERT, BARRICK, ERICSON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.9

APPROVAL OF GENERAL CLAIMS.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE ERICKSON TO APPROVE THE GENERAL CLAIMS. MOTION CARRIED.

AYE: GILBERT, BARRICK, ERICSON, KOZEL
NAY: NONE
ABSTAIN

General Claims

A.	Fuelman	\$388.45
B.	City of Shawnee — Surcharge	\$112.00
C.	City of Shawnee — Utilities	\$285.26
D.	ArrowHead Center	\$1,911.95
E.	Cutting Edge Lawns	\$3,680.00
F.	Platinum Cleaning Services	\$2,700.00
G.	Finley & Cook	\$770.00
H.	Automatic Fire Control	\$980.00
I.	AT&T Mobility	\$48.58
J.	MetTel	\$737.18
K.	Vision Bank	\$454.04
L.	OG&E	\$34,251.41
M.	Constellation Energy	\$643.10
N.	AT&T	\$329.51
O.	ONG	\$1,893.96

General Add Ons:

A.	Techsico Solutions	\$180.00
B.	Airgas	\$62.87
C.	KIRC/ 105.9 FM	\$125.00
D.	Fastenal Company	\$241.69
E.	Tennant	\$475.96
F.	Armstrong	\$150.00
G.	INS	\$734.00
H.	Bankers Credit Card Services	\$264.47
I.	Stuart & Clover	\$422.50
J.	Ask About Windows	\$121.00
K.	Freds Tire & Battery	\$103.57
L.	Grimsleys	\$2,158.48
M.	Cintas	\$419.11

AGENDA ITEM NO.10

APPROVAL OF SPECIAL EVENT CLAIMS

THE MOTION MADE BY TRUSTEE KOZEL , SECONDED BY TRUSTEE BARRICK THAT THE SPECIAL EVENT CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, BARRICK, ERICSON, KOZEL
NAY:
ABSTAIN:

Special Claims

Special Claims :

A.	Mike McCormick	\$300.00
B.	Vann & Associates	\$2,434.82
C.	Trailer Ranch 1 st Place	\$1,680.00
D.	Bloomer Trailers 2 nd Place	\$1,260.00
E.	National Saddlery 3 rd Place	\$840.00
F.	Cool Horse 4 th Place	\$420.00
G.	Winter Williams- Mileage	\$24.90
H.	Trey Britt- Mileage	\$46.40
I.	Creede Hicks- Mileage	\$8.88
J.	Ashley Moore-Mileage	\$35.50
K.	Allen Morse- Mileage	\$99.16
L.	Alex Odle- Milage	\$100.26

AGENDA ITEM NO.11

APPROVAL OF SHAVINGS CLAIMS

A.	Xylo of Oklahoma	\$5,940.00
----	------------------	------------

AGENDA ITEM NO.12DISCUSSION CONSIDERATION & POSSIBLE ACTION
TO ACCEPT THE ENGAGEMENT LETTER FROM
CBEW FOR THE AUDIT OF YEAR ENDING 2015.

THE MOTION MADE BY TRUSTEE BARRICK , SECONDED BY TRUSTEE KOZEL TO ACCEPT THE ENGAGEMENT LETTER FROM CBEW FOR THE AUDIT YEAR ENDING 2015. MOTION CARRIED.

AYE: GILBERT, BARRICK, ERICSON , KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO.13

IFYR REPORTS

IFYR 2016 IS COMING, TRADESHOW APPLICATIONS ARE COMING IN, PERSONNEL CONTRACTS HAVE BEEN SENT OUT, STOCK INFO IS BEING HANDLED AND THINGS ARE LOOKING GOOD IN THE WORLD OF IFYR.

AGENDA ITEM NO. 14-18

COMMITTEE REPORTS, ADMINISTRATIVE REPORTS, OLD
BUSINESS, NEW BUSINESS, COMMENTS

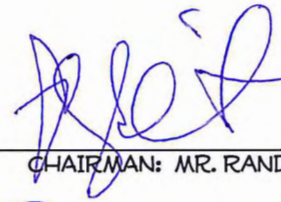
CHAIRMAN GILBERT BROUGHT THE POPULAS MEETING BEFORE THE BOARD AGAIN AS KIND OF A FOOD FOR
THOUGHT & THE PHOTOGRAPHY FEE FOR IFYR WAS BROUGHT UP AGAIN BY TRUSTEE BARRICK.

AGENDA ITEM NO.19

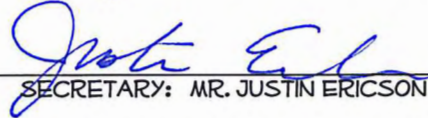
ADJOURNMENT

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE BARRICK TO ADJOURN THE MEETING. -
MOTION CARRIED.

AYE: GILBERT, BARRICK, ERICSON, KOZEL
NAY:
ABSTAIN:



CHAIRMAN: MR. RANDY GILBERT



SECRETARY: MR. JUSTIN ERICSON

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
MARCH 24, 2016
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR SPECIAL CALL MEETING THURSDAY, MARCH 24, 2016 AT 12:30 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 3/18/2016 AT 11:46AM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:37 PM BY MR. RANDY GILBERT, CHAIRMAN.

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. RANDY GILBERT
MR. TIM BARRICK
MR. JUSTIN ERICSON
MR. KARL KOZEL
MRS. RACHEL MELOT
MRS. SUSAN HAVENS

TRUSTEES ABSENT:

ALSO IN ATTENDANCE: SHELLY WELCH OF FINLEY & COOK & MIKE CLOVER OF STUART & CLOVER, RANAY CHURCHWELL FROM IFYR CAMPING AND LANCE WORTHAM (INCOMING TRUSTEE)

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. RANDY GILBERT, DECLARED A QUORUM.

AGENDA ITEM NO.4

ACTION TO ACCEPT THE RECOMMENDATION OF MAYOR MAYNARD AS APPROVED BY THE CITY COMMISSION TO APPOINT MRS. RACHEL MELOT AS TRUSTEE ON THE SC&CDA BOARD TERM TO EXPIRE 12/31/2019.

THE MOTION MADE BY TRUSTEE HAVENS, SECONDED BY TRUSTEE BARRICK TO APPROVE THE APPOINTMENT OF THE MAYOR/CITY COMMISSION OF MRS. RACHEL MELOT AS A SC&CDA TRUSTEE TERM TO EXPIRE 12/31/2019. MOTION CARRIED.

AYE: GILBERT, HAVENS, BARRICK, ERICSON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.6

ACTION TO ACCEPT THE RECOMMENDATION OF MAYOR MAYNARD AS APPROVED BY THE CITY COMMISSION TO APPOINT MR. LANCE WORTHAM AS TRUSTEE ON THE SC&CDA BOARD TERM TO EXPIRE 12/31/2020.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE MELOT TO APPROVE THE APPOINTMENT OF THE MAYOR/CITY COMMISSION OF MR. LANCE WORTHAM AS A SC&CDA TRUSTEE TERM TO EXPIRE 12/31/2020. MOTION CARRIED.

AYE: GILBERT, HAVENS, BARRICK, MELOT, ERICSON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.8

APPROVAL OF MINUTES FROM FEBRUARY SC&CDA MEETING.

THE MOTION MADE BY TRUSTEE ERICSON, SECONDED BY TRUSTEE BARRICK TO APPROVE THE MINUTES AS PRESENTED FOR THE FEBRUARY 2016 MEETING. MOTION CARRIED.

AYE: GILBERT, HAVENS, BARRICK, MELOT, ERICSON, KOZEL
 NAY: NONE
 ABSTAIN: WORTHAM

AGENDA ITEM NO.10

APPROVAL OF THE MONTHLY FINANCIAL REPORT.

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE WORTHAM TO APPROVE THE MONTHLY FINANCIAL REPORT AS PRESENTED. MOTION CARRIED.

AYE: GILBERT, WORTHAM, HAVENS, BARRICK, MELOT, ERICSON, KOZEL
 NAY: NONE
 ABSTAIN:

AGENDA ITEM NO.11

APPROVAL OF GENERAL CLAIMS.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE ERICKSON TO APPROVE THE GENERAL CLAIMS. MOTION CARRIED.

AYE: GILBERT, WORTHAM, HAVENS, BARRICK, MELOT, ERICSON, KOZEL
 NAY: NONE
 ABSTAIN

General Claims

A.	Communication Services	\$60.00
B.	Metropolitan Telecommunications	\$729.38
C.	Vision Bank	\$454.04
D.	Pott JR Livestock Show	\$8.00
E.	Armstrong Pest Control	\$150.00
F.	OMAG	\$3,172.00
G.	Constellation Energy	\$2,705.23
H.	Buford Whites	\$864.29
I.	Shawnee Lighting Systems	\$957.65
J.	24 Hour Lockout Service	\$859.44
K.	First United Bank	\$327.43
L.	Grimsley's	\$466.35
M.	Personal Plumbing	\$2,631.48
N.	Fuelman	\$430.45
O.	Oklahoma Natural Gas	\$1,862.81
P.	Rent-A-Tent	\$270.00
Q.	Randy's Tire & Alignment	\$495.00
R.	Shawnee Iron Company	\$724.50
S.	INS	\$734.00
T.	AT&T	\$329.94
U.	AT&T Mobility	\$56.14
V.	James Supplies	\$514.29
W.	Tennant	\$102.80
X.	NAPA	\$88.36
Y.	Shawnee News Star	\$545.00
Z.	Arrow Head Automotive Center	\$72.50
AA.	Finley & Cook	\$1,082.50
BB.	Shawnee Municipal Authority	\$657.95
CC.	Thyssenkrupp	\$964.45
DD.	DJ Reveal	\$1,401.07
EE.	Ask About Windows	\$121.00
FF.	Cutting Edge Lawns	\$3,680.00
GG.	Arvest	\$625.11
HH.	City Grease Trap Service	\$200.00
II.	First United Bank	\$95.98

JJ.	Oklahoma Natural Gas	\$441.31
KK.	John Deere Financial	\$109.95
LL.	OG&E	\$1,101.87
MM.	City of Shawnee	\$636.25
NN.	AT&T	\$329.95

Add Ons

General Account:

A.	Stuart & Clover	\$203.00
B.	Shawnee Lighting Systems	\$611.60
C.	Staples Advantage	\$311.44
D.	Pitney Bowes	\$148.00

AGENDA ITEM NO.12

APPROVAL OF SPECIAL EVENT CLAIMS

THE MOTION MADE BY TRUSTEE KOZEL , SECONDED BY TRUSTEE WORTHAM THAT THE SPECIAL EVENT CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, WORTHAM, HAVENS, BARRICK, MELOT, ERICSON, KOZEL

NAY:

ABSTAIN:

Special Claims

Special Claims:

A.	Cowboy Times	\$540.00
B.	INS	\$2,500.00
C.	Vann & Associates	\$2,333.00

AGENDA ITEM NO.13

APPROVAL OF SHAVINGS CLAIMS

THE MOTION MADE BY TRUSTEE KOZEL , SECONDED BY TRUSTEE WORTHAM THAT THE SPECIAL EVENT CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, WORTHAM, HAVENS, BARRICK, MELOT, ERICSON, KOZEL

NAY:

ABSTAIN:

A.	Xylo of Oklahoma	\$5,940.00
----	------------------	------------

AGENDA ITEM NO.14

DISCUSSION CONSIDERATION & POSSIBLE ACTION TO...

ERROR - NO ITEM NO. 14 NEEDED ON THIS AGENDA

AGENDA ITEM NO.15

IFYR REPORTS

IFYR MEETING EMAIL OUT TO BOARD MEMBERS IN FUTURE, TRADESHOW APPLICATIONS ARE COMING IN GOOD, PERSONNEL CONTRACTS ARE ALL BACK IN, STOCK INFO IS BEING HANDLED AND THINGS ARE LOOKING GOOD IN THE WORLD OF IFYR, CINCH CLOTHING SIZES HAVE BEEN SENT IN AS WELL.

AGENDA ITEM NO. 16-20

COMMITTEE REPORTS, ADMINISTRATIVE REPORTS, OLD
BUSINESS, NEW BUSINESS, COMMENTS

NOTHING NEW TO REPORT - BUDGET COMMITTEE IS STILL WORKING ON #'S

AGENDA ITEM NO. 21

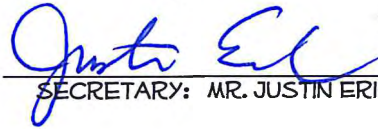
ADJOURNMENT

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE MELOT TO ADJOURN THE MEETING. -
MOTION CARRIED.

AYE: GILBERT, WORTHAM, HAVENS, BARRICK, MELOT, ERICSON, KOZEL
NAY:
ABSTAIN:



CHAIRMAN: MR. RANDY GILBERT



SECRETARY: MR. JUSTIN ERICSON

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
APRIL 21, 2016
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR SCHEDULED MEETING THURSDAY, APRIL 21, 2016 AT 12:30 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 4/19/2016 AT 10:33AM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:33 PM BY MR. RANDY GILBERT, CHAIRMAN.

AGENDA ITEM NO.2

ROLL CALL.

TRUSTEES PRESENT: MR. RANDY GILBERT
 MR. JUSTIN ERICSON
 MR. KARL KOZEL
 MRS. RACHEL MELOT
 MRS. SUSAN HAVENS
 MR. LANCE WORTHAM

TRUSTEES ABSENT: MR. TIM BARRICK

ALSO IN ATTENDANCE: SHELLY WELCH OF FINLEY & COOK & MIKE CLOVER OF STUART & CLOVER, RANAY CHURCHWELL FROM IFYR CAMPING AND CINDY ARNOLD CITY OF SHAWNEE.

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. RANDY GILBERT, DECLARED A QUORUM

AGENDA ITEM NO.4

APPROVAL OF MINUTES OF THE SPECIAL CALL MEETING IN MARCH 2016.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE MELOT TO APPROVE THE MINUTES OF THE SPECIAL CALL MEETING HELD FOR MARCH 2016. MOTION CARRIED.

AYE: GILBERT, MELOT, HAVENS, WORTHAM, ERICSON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.6

APPROVAL OF THE MONTHLY FINANCIAL REPORT.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE ERICSON TO APPROVE THE MONTHLY FINANCIAL REPORT AS PRESENTED. MOTION CARRIED.

AYE: GILBERT, MELOT, HAVENS, WORTHAM, ERICSON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.7

APPROVAL OF GENERAL CLAIMS.

THE MOTION MADE BY TRUSTEE ERICSON, SECONDED BY TRUSTEE MELOT TO APPROVE THE GENERAL CLAIMS. MOTION CARRIED.

AYE: GILBERT, MELOT, HAVENS, WORTHAM, ERICSON, KOZEL
NAY: NONE
ABSTAIN

General Claims

A.	Select Janitor Supply		\$54.51
B.	Arrow Head Automotive Center		\$102.42
C.	Shawnee Office Systems		\$33.12
D.	Randy's Tire & Alignment		\$321.33
E.	Winkler Door Company		\$1104.00
F.	Fuelman		\$930.33
G.	Sparks Heat & Air		\$445.30
H.	Grimsley's		\$1038.15
I.	Ask About Windows		\$121.00
J.	Cutting Edge Lawns		\$3680.00
K.	Automatic Fire Control		\$7500.00
L.	Cintas		\$622.00
M.	Oklahoma Natural Gas		\$798.19
N.	Vision Bank		\$454.04
O.	AT&T Mobility		\$48.77
P.	Finley & Cook		\$660.00
Q.	Randy's Tire & Alignment		\$276.33
R.	MetTel		\$744.57
S.	First United Bank		\$567.74
T.	Personal Plumbing		\$391.80
U.	24 Hour Lockout Service		\$585.00
V.	Techsico Enterprise Solutions		\$721.00
W.	NAPA		\$339.46
X.	Shawnee Municipal Authority	\$730.98	
Y.	Armstrong Pest Control	\$150.00	
Z.	Chuck Jones	\$6900.00	
AA.	Fresh Filtered Air, Inc	\$650.00	
BB.	Arvest	\$625.11	
CC.	John Deere Financial	\$348.26	
DD.	Buford Whites	\$1137.33	
EE.	Shawnee Lighting Systems	\$181.97	
FF.	Techsico	\$90.00	
GG.	INS	\$399.98	
HH.	Randy's Tire	\$45.00	
II.	Fresh Filtered Air	\$650.00	
JJ.	Arvest	\$625.11	

Add Ons

General Account:

A.	Personal Plumbing	\$140.56
B.	City of Shawnee — Surcharge	\$1,317.25
C.	INS	\$594.96
D.	AT&T	\$329.90
E.	Constellation Energy	\$610.54
F.	Stuart & Clover	\$310.00

AGENDA ITEM NO.8

APPROVAL OF SPECIAL EVENT CLAIMS

THE MOTION MADE BY TRUSTEE WORTHAM , SECONDED BY TRUSTEE MELOT THAT THE SPECIAL EVENT CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, MELOT, HAVENS, WORTHAM, ERICSON, KOZEL

NAY:

ABSTAIN:

Special Claims:

A.	Shawnee News Star	\$545.00
B.	A Cut Above Buckles	\$7125.00
C.	Cowboy Times	\$540.00
D.	Vann & Associates	\$2333.00
E.	INS	\$1689.94

AGENDA ITEM NO.9

APPROVAL OF SHAYINGS CLAIMS

THE MOTION MADE BY TRUSTEE WORTHAM , SECONDED BY TRUSTEE HAVENS THAT THE SPECIAL EVENT CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, HAVENS, MELOT, WORTHAM, ERICSON, KOZEL

NAY:

ABSTAIN:

A.	Xylo of Oklahoma	\$3780.00
----	------------------	-----------

AGENDA ITEM NO. 10

DISCUSSION CONSIDERATION AND POSSIBLE ACTION TO REMOVE JIMMY GIBSON FROM ALL SC&CDA BANK ACCOUNTS ON DEPOSIT WITH ARVEST, FIRST NATIONAL, BANCFIRST AND FIRST UNITED BANK.

THE MOTION MADE BY TRUSTEE MELOT , SECONDED BY TRUSTEE WORTHAM THAT JIMMY GIBSON BE REMOVED FROM ALL SC&CDA BANK ACCOUNTS ON DEPOSIT - FIRST NATIONAL, ARVEST, FIRST UNITED AND BANCFIRST. MOTION CARRIED.

AYE: GILBERT, HAVENS, MELOT, WORTHAM, ERICSON, KOZEL

NAY:

ABSTAIN:

AGENDA ITEM NO. 11

DISCUSSION CONSIDERATION AND POSSIBLE ACTION ON IFYR CRISIS FUND UPDATES BY SUZANNE GILBERT.

NO ACTION TAKEN - ACTUAL CHECK FROM IPRA TO IFYR CRISIS FUND ENDED UP BEING \$4,159.87. CRITERIA WILL BE AVAILABLE BY MAY OR JUNE FOR THE BOARD TO DISCUSS. WE WILL HAVE AN AGENDA ITEM NEXT MEETING FOR IFYR CRISIS FUND/SHAWNEE CHAMBER FOUNDATION AND GET ALL OF THE DETAILS OTGETHER ON THE CRISI FUND ARRANGMENTS.

AGENDA ITEM NO.12

IFYR UP-DATE

SPONSORSHIP PACKETS HAVE BEEN SENT OUT AND HAND DELIVERED TO RESTAURANTS IN SHAWNEE AND SEVERAL LOCAL BUSINESSES BOTH NEW AND OLD SPONSORS. TRADE SHOW APPS ARE COMING IN GOOD, SHOULD CLOSE BY END OF MONTH. CALF BIDS HAVE BEEN TRICKLING IN SO THAT AREA IS LOOKING GOOD NOW AS WELL. IFYR 2016 IS SET TO BE A GO ON TARGET AS USUAL. #'S ARE UP A LITTLE FROM THIS TIME IN 2015 AS WELL. ONLINE ENTRY STARTED AT MIDNIGHT APRIL 1ST AND SEEMS TO HAVE GONE OFF WITHOUT A HITCH THIS YEAR.

AGENDA ITEM NO. 13-17

COMMITTEE REPORTS, ADMINISTRATIVE REPORTS, OLD BUSINESS, NEW BUSINESS, COMMENTS

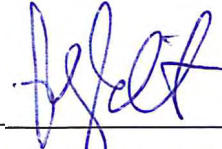
NOTHING NEW TO REPORT - BUDGET COMMITTEE IS STILL WORKING ON #'S - ADMINISTRATIVE REPORT VANN & ASSOCIATES WILL BEGIN MARKETING THE CONFERENCE CENTER AS DISCUSSED IN THE LAST MEETING JIMMY SET UP WITH THEM - WE LOST A LIGHT POLE IN THE ARENA AND WE ARE HAVING TO REPLACE ALL 4 OF THEM BEFORE IFYR, BUT THAT IS BEING HANDLED CURRENTLY - OLD BUSINESS SHELLY WELCH PRESENTED THAT WE WERE CHARGED TAX ON OG&E IN THE PAST AND HAVE FINALLY BEEN AWARDED THE \$13,000 OWED TO US FROM OVER 2 YEARS AGO, THE CHECK SHOULD BE MAILED OUT TO US-

AGENDA ITEM NO.21

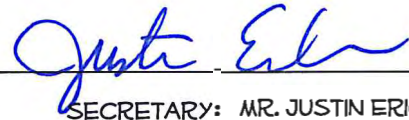
ADJOURNMENT

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE MELOT TO ADJOURN THE MEETING. -
MOTION CARRIED.

AYE: GILBERT, MELOT, HAVENS, WORTHAM, ERICSON, KOZEL
NAY:
ABSTAIN:

A handwritten signature in blue ink, appearing to read "Randy Gilbert", written over a horizontal line.

CHAIRMAN: MR. RANDY GILBERT

A handwritten signature in blue ink, appearing to read "Justin Ericson", written over a horizontal line.

SECRETARY: MR. JUSTIN ERICSON

Regular Board of Commissioners

1. c.

Meeting Date: 06/20/2016

Lake Lease Transfers

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfers:

TRANSFERS:

- Lot 3 Coffman Tract, 15403 Perry Rd.
To: Marilyn J. Moore Living Trust/Charles Moore, Trustee and Sue Sigman
From: Charles and Marilyn Moore
- Lot 9 Magnino Tract, 16724 Clearpond Ln
To: Randall Hill
From: Patricia Hill

Attachments

Lake Lease Moore

Lake Lease Hill



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	06/03/2016	License No. #028046
Type	☐ Renewal ☒ Transfer (<i>Family Transfer</i>)	
Commission Meeting Date	June 20 th , 2016	
Property Address	15403 Perry Rd.	
Lake Site Location	Lot 3 Coffman Tract	
Lease Dates	10/05/2015 – 10/04/2045	
Lease Fee (changes annually)	\$662.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	Marilyn J Moore Living Trust/Charles Moore, Trustee & Sue Sigman	
Address	1608 Morning Mist Choctaw, OK 73020	
Phone	405-830-7606	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	Charles & Marilyn Moore	
Address	1608 Morning Mist Choctaw, OK 73020	
Phone	405-830-7606	
Inspection Information		
Inspection Required	☐ Yes ☒ No (Due: 9/22/2019)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	9/22/2014	
Misc. Comments	 Total Charges Paid: \$662.00	

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# 028046**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of September 24th, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

MARILYN J MOORE LIVING TRUST
of 1608 MORNING MIST CHOCTAW OK 73020 ,
SUE SIGMAN
of 12801 GLEN AERIE RD CHOCTAW OK 73020,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 662.00 dollars for 2015, 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:

**15403 PERRY RD
LOT 3 COFFMAN 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



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	06/09/2016	License No. #028973
Type	☐ Renewal ☒ Transfer (Family)	
Commission Meeting Date	June 20 th , 2016	
Property Address	16724 CLEARPOND LN	
Lake Site Location	LOT 9 MAGNINO TRACT	
Lease Dates	05/04/2016 – 05/04/2046	
Lease Fee (changes annually)	\$676.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	RANDALL HILL	
Address	16724 CLEARPOND LANE SHAWNEE, OK 74801	
Phone	405-432-7341	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	PATRICIA HILL	
Address	16724 CLEARPOND LANE SHAWNEE, OK 74801	
Phone	405-625-4233	
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	04/06/2015	
Misc. Comments	Total Charges Paid: \$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# 028973**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of May 4th, 2016 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

RANDALL HILL
of 16724 CLEARPOND LANE SHAWNEE OK 74801,
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:

**16724 CLEARPOND LN
LOT 9 MAGNINO 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.

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**1. d.**

Meeting Date: 06/20/2016

Mayors Appts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments

Shawnee Library Board

Cherity Pennington	2nd Full Term	Expires 6/30/2019
--------------------	---------------	-------------------

*Reappointment*Airport Advisory Board

Barry Fogerty	1st Full Term	Expires 7/1/2019
---------------	---------------	------------------

Reappointment

Kevin Huddleston	2nd Full Term	Expires 7/1/2019
------------------	---------------	------------------

Reappointment

Donald Freeman	1st Full Term	Expires 7/1/2019
----------------	---------------	------------------

Reappointment

John Klaser	1st Full Term	Expires 7/1/2019
-------------	---------------	------------------

Replaces Clifton Barger, Jr. – Resigned after 1st Full Term

James Smith	1st Full Term	Expires 7/1/2019
-------------	---------------	------------------

*Replaces Harmik Dersahakian – Termed Out*Zoning Board of Adjustment

Mark Cannon	1st Full Term	Expires 7/1/2019
-------------	---------------	------------------

Replaces Joe Freeman – Termed Out

Attachments

Library Pennington

Airport Fogerty

Airport Huddleston

Airport Freeman

Airport Klaser

Airport Smith

ZBOA Cannon

PRESENTED TO CITY COMMISSION

Date 11-4-13 Approved

Action 1st Full Term expires 6-30-16
replaced Allison Brown-Tennant

NO CHANGES X

CHERITY PENNINGTON

DATE: 10/16/16

CITY OF SHAWNEE

APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Cherity Pennington</u>	Application Date: <u>11-6-13</u>
Address: <u>19311 S. Rock Creek Rd, Shawnee, OK 74801</u>	
Mailing Address: <u>See above</u>	
Daytime Phone: <u>405-273-0403</u>	Fax: _____ Email: <u>cpennington@shawnee.k12.ok.us</u>
Profession: <u>library media specialist</u>	
Business Name: <u>Shawnee Middle School</u>	
Business Address: <u>4300 N. Union Shawnee, OK 74804</u>	
Business Phone: <u>405-273-0403</u>	Fax: _____ Email: <u>See above</u>

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

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

How many years have you lived in Shawnee? 15 years

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

☐ Airport Advisory Board	☒ Library Board
☐ Beautification Committee	☐ Oklahoma Baptist University Trust Authority
☐ Board of Adjustment (Zoning)	☐ Planning Commission
☐ Cable TV Advisory Committee	☐ Regional Park Oversight Committee
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contracts Review Committee	☐ Shawnee Urban Renewal Authority
☐ Economic Development Foundation, Inc. Board of Trustees	☐ Tourism Advisory Committee
☐ Housing Authority	☐ Traffic Commission
	☐ Building Code Board of Appeals
	☐ Other: _____

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

I am a long-time patron of Shawnee Public Library. I know it has tremendous value to our community, and I would be honored to give back to the organization.

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

I am a school librarian within our community.

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

Sunday School teacher, Bow Creek Baptist Church

List education, including degree(s) earned:

BA, East Central University, 1996
M.L.S., University of Oklahoma, 2010

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

No

Please include up to three personal or professional references:

Name	Relationship	Phone Number
Allison Brown	School administrator	243-0653
Richard Zimmer	Pastor	640-6625
Shelley Walling	School administrator	243-0403

PLEASE READ CAREFULLY:

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

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

Signature Christy Pennington Date 11-6-13

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

Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
878-1605 (phone)
878-1581 (fax)
dmayo@ShawneeOK.org

PRESENTED TO CITY COMMISSION

Date 4-21-14

Action APPROVED - Replaces Rob Duran
Term Expires 7-01-16

NO CHANGES

BLE

BARRY FOGERTY

DATE: 5/15/16

CITY OF SHAWNEE

APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>BARRY FOGERTY</u>	Application Date: <u>2/20/14</u>
Address: <u>12 OAK HOLLOW ROAD</u>	
Mailing Address:	
Daytime Phone: <u>405-642-0804</u>	Fax: _____ Email: <u>BFOGERT@SBCGLOBAL.NET</u>
Profession: <u>RETIRED P.T.O.</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____	Fax: _____ Email: _____

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

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

How many years have you lived in Shawnee? 35

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

☒ Airport Advisory Board	☐ Library Board
☐ Beautification Committee	☐ Oklahoma Baptist University Trust Authority
☐ Board of Adjustment (Zoning)	☐ Planning Commission
☐ Cable TV Advisory Committee	☐ Regional Park Oversight Committee
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contracts Review Committee	☐ Shawnee Urban Renewal Authority
☐ Economic Development Foundation, Inc. Board of Trustees	☐ Tourism Advisory Committee
☐ Housing Authority	☐ Traffic Commission
	☐ Building Code Board of Appeals
	☐ Other: <u>Municipal Authority</u>

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

I HAVE KNOWLEDGE IN THESE AREAS THAT I FEEL WOULD
BEAVIT THE CITIZENS OF SHAWNEE.

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

I INTERACT W/ALL WITH PROFESSIONAL PEOPLE. I HAVE BEEN
WORKING WITH LOANS & GRANTS TO MUNICIPALITIES

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

~~BOARD~~, LIONS, CITIZEN ~~BOARD~~, JUNE NOMINEE

List education, including degree(s) earned:

BACHELOR OF PROFESSIONAL ARTS

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

No

Please include up to three personal or professional references:

Name	Relationship	Phone Number
JAMES LELAND WILIT	FRIEND	282-2845
JOE TROIAN	FRIEND / PROFESSIONAL	308-3650
MIKE McCORMICK	FRIEND / PROFESSIONAL	214-3922

PLEASE READ CAREFULLY:

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

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

Signature Bonny L. Fogarty Date 2/20/14

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

Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
878-1605 (phone)
878-1581 (fax)
dmayo@ShawneeOK.org

NO CHANGES

KEVIN HUDDLESTON

DATE: 6/15/16

PRESENTED TO CITY COMMISSION

Date 6-10-13

Action Appoint Replace Jack Barrett (TERMED OUT)
Exp 7-1-16 1st Full TERM

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: Kevin Huddleston	Application Date: 05/07/2013
Address: 3 Kaross Rd	
Mailing Address: Same	
Daytime Phone: 395-5083	Fax: 395-3083
Email: kevinh@finley-cook.com	
Profession: Accounting	
Business Name: Finley & Cook, PLLC	
Business Address: 601 N. Broadway	
Business Phone: 395-5083	Fax: 395-3083
Email:	

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

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

How many years have you lived in Shawnee? 4+

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

☒ Airport Advisory Board	☐ Library Board
☐ Beautification Committee	☐ Oklahoma Baptist University Trust
☐ Board of Adjustment (Zoning)	☐ Authority
☐ Cable TV Advisory Committee	☐ Planning Commission
☐ Civic and Cultural Development	☐ Regional Park Oversight Committee
☐ Authority	☐ Shawnee Hospital Authority
☐ Community Service Contracts Review	☐ Shawnee Urban Renewal Authority
☐ Committee	☐ Tourism Advisory Committee
☐ Economic Development Foundation,	☐ Traffic Commission
☐ Inc. Board of Trustees	☐ Building Code Board of Appeals
☐ Housing Authority	☐ Other:

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

The airport is an important asset to the City. I want to help keep it at it's best for use as an economic and recreational tool.

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

I feel that my experience in business would be a useful addition to the Board. I have experience in the banking industry, as well as, over 25 years of accounting.

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

Chamber Beautification Committee, Library Advisory Board, United Way Allocation Committee,
Junior Achievement "JA in a Day" at SMS. History Shawnee Alliance

List education, including degree(s) earned:

Bachelor's Degree Accounting, Certified Public Accountant

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

Yes, current member of Library Advisory Board

Please include up to three personal or professional references:

Name	Relationship	Phone Number
Don Orr	Immediate Supervisor	395-5001
Terry Toole	Former Partner at F&C	623-0591

PLEASE READ CAREFULLY:

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

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

Signature  Date 5/8/13

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

Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
878-1605 (phone)
878-1581 (fax)
dmayo@ShawneeOK.org

No Changes
 Donald Freeman
 Date: 6/15/16

CITY OF SHAWNEE

APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: Donald (Andy) Freeman Application Date: 08/19/2015
 Address: 505 Lakeside Ct Shawnee, OK 74801
 Mailing Address: Same
 Daytime Phone: 405-834-5768 Fax: 405-273-6007 Email: Preferredmngt@aol.com
 Profession: Health care management
 Business Name: Preferred Management Corp
 Business Address: 120 W. MacArthur STE-121 Shawnee OK 74804
 Business Phone: 405-878-0202 Fax: Email: Same

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

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

How many years have you lived in Shawnee? 28

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

☒ Airport Advisory Board ☐ Beautification Committee ☐ Board of Adjustment (Zoning) ☐ Cable TV Advisory Committee ☐ Civic and Cultural Development Authority ☐ Community Service Contracts Review Committee ☐ Economic Development Foundation, Inc. Board of Trustees ☐ Housing Authority	☐ Library Board ☐ Oklahoma Baptist University Trust Authority ☐ Planning Commission ☐ Regional Park Oversight Committee ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Tourism Advisory Committee ☐ Traffic Commission ☐ Building Code Board of Appeals ☐ Other:
--	---

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

Private Pilot. We have two airplanes based at Shawnee Airport. A good airport is important to me.

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

I have worked with Public and Private boards for over 35 years. I have a continued interest in aviation.

PRESENTED TO CITY COMMISSION
 Date 09-08-2015
 Action Appointed to AAR
 1st Partial Term
 Expires 07-01-2016

Replaces Terry Toole

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

None at this time

List education, including degree(s) earned:

BS. degree in nursing. Additional education in Accounting and business.

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

NO

Please include up to three personal or professional references:

Name	Relationship	Phone Number
<u>Wayne Ardrey</u>	<u>Baker</u>	<u>405-214-1211</u>
<u>Wes Mainord</u>	<u>Friend</u>	<u>405-273-7388</u>
<u>Jim STUART</u>	<u>Friend</u>	<u>405-275-0700</u>

PLEASE READ CAREFULLY:

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

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

Signature

Donald A. Freeman

Date

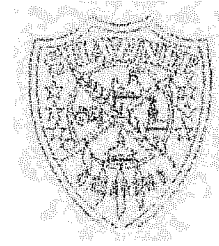
08/19/2015

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

Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
878-1605 (phone)
878-1581 (fax)
dmayo@ShawneeOK.org

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>John J Klaser</u>	Application Date: <u>03/22/2016</u>
Address: <u>11 Cherokee, Shawnee 74801</u>	
Mailing Address: <u>PO Box 3879 Shawnee, OK 74802-3879</u>	
Daytime Phone: <u>405-212-3966</u>	Fax: _____ Email: <u>john@united-dynamics.com</u>
Profession: <u>Business Owner/Electrical Engineer</u>	
Business Name: <u>United Dynamics, Inc</u>	
Business Address: <u>41901 Wolverine Road, Shawnee, OK 74804</u>	
Business Phone: <u>405-212-3966</u>	Fax: _____ Email: <u>john@united-dynamics.com</u>

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

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

How many years have you lived in Shawnee? 19 Years

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

☒ Airport Advisory Board ☐ Beautification Committee ☐ Board of Adjustment (Zoning) ☐ Cable TV Advisory Committee ☐ Civic and Cultural Development Authority ☐ Community Service Contracts Review Committee ☐ Economic Development Foundation, Inc. Board of Trustees ☐ Housing Authority	☐ Library Board ☐ Oklahoma Baptist University Trust Authority ☐ Planning Commission ☐ Regional Park Oversight Committee ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Tourism Advisory Committee ☐ Traffic Commission ☐ Building Code Board of Appeals ☐ Other:
--	---

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

I would like to play a role in helping promote and steer the growth of this important but underutilized Shawnee resource. As a pilot and aircraft owner, everything about aviation is near and dear to my heart. Having visited a multitude of other municipal airports, I have seen first hand the things that other cities have done to grow and exploit their airport resources for the betterment of the community.

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

I am a 23+ years local business owner involved in the design and manufacture of aircraft components. As such, I make business decisions every day. I am well acquainted with making things happen with little or no budget. I am passionate about aviation and the growth of the City of Shawnee.

What civic or volunteer activities (if any) are you currently involved in?
Regular volunteer at the Oklahoma Regional Foodbank, President of the Faith 7 Parents and Guardians Board, Vice Chairman of the Faith 7 Executive Board

List education, including degree(s) earned:
BS in Electrical Engineering from the University of Missouri at Rolla

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?
None

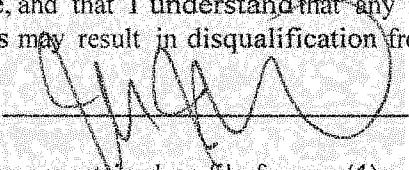
Please include up to three personal or professional references:

Name	Relationship	Phone Number
Marion McMillan	Banker	273-1000
Bob O'Conner	Flight Instructor, Friend	275-3338
David Bergsten	Business Associate	990-9684

PLEASE READ CAREFULLY:

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

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

Signature  Date 03/22/2016

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

Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
878-1605 (phone)
878-1581 (fax)
llasyone@ShawneeOK.org

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>James E Smith</u>	Application Date: <u>3-4-16</u>
Address: <u>1400 N Bradley</u>	
Mailing Address: <u>Shawnee, OK 74804</u>	
Daytime Phone: <u>405-275-2030</u> Fax: <u>888-758-6042</u> Email: <u>jim.smith@EdwardJones.com</u>	
Profession: <u>Financial Advisor</u>	
Business Name: <u>Edward Jones</u>	
Business Address: <u>318 W MacArthur</u>	
Business Phone: <u>405-275-2030</u> Fax: <u>888-758-6042</u> Email: <u>jim.smith@edwardjones.com</u>	

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

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

How many years have you lived in Shawnee? 29 YEARS

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

☒ Airport Advisory Board	☐ Library Board
☐ Beautification Committee	☐ Oklahoma Baptist University Trust Authority
☐ Board of Adjustment (Zoning)	☐ Planning Commission
☐ Cable TV Advisory Committee	☐ Regional Park Oversight Committee
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contracts Review Committee	☐ Shawnee Urban Renewal Authority
☐ Economic Development Foundation, Inc. Board of Trustees	☐ Tourism Advisory Committee
☐ Housing Authority	☐ Traffic Commission
	☐ Building Code Board of Appeals
	☐ Other:

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

Former Mayor
Mayor MacNard asked me to

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

FINANCE BACKGROUND
SERVED ON SHAWNEE PLANNING COMMISSION
SERVED AS TRUSTEE ON OK. TEACHERS RETIREMENT SYSTEM



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

ROTARY CLUB
SHAWNEE CHAMBER

List education, including degree(s) earned: BACHELOR OF ARTS
FINANCE MAJOR - REAL ESTATE MINOR
NORTHERN ILLINOIS UNIVERSITY, DE KALB ILL.

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

PLANNING COMMISSION (about 1998-2004)

Please include up to three personal or professional references:

Name	Relationship	Phone Number
ABBOTT LAWRENCE	FORMER BOARD MEMBER	88-5491
MIKE SPERRY		273-8521
DAVID NICKLAS	FRIEND	273-9906

PLEASE READ CAREFULLY:

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

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

Signature James E. Smith Date 3/7/2016

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

Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
878-1605 (phone)
878-1581 (fax)

~~dmayo@ShawneeOK.org~~

PLAFTIS @ Shawnee OK. Org

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>MARK H. CANNON</u>	Application Date: <u>10-14-16</u>
Address: <u>5 CREEK DR SHAWNEE OK 74801</u>	
Mailing Address: _____	
Daytime Phone: <u>7609071</u>	Fax: _____ Email: <u>MJCANNON@SBC</u>
Profession: _____	<u>GLOBAL.NET</u>
Business Name: _____	
Business Address: _____	
Business Phone: <u>7609071</u>	Fax: _____ Email: <u>SAME</u>

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

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

How many years have you lived in Shawnee? 18 YEARS

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

☐ Airport Advisory Board ☐ Beautification Committee ☐ Board of Adjustment (Zoning) ☐ Cable TV Advisory Committee ☐ Civic and Cultural Development Authority ☐ Community Service Contracts Review Committee ☐ Economic Development Foundation, Inc. Board of Trustees ☐ Housing Authority	☐ Library Board ☐ Oklahoma Baptist University Trust Authority ☐ Planning Commission ☐ Regional Park Oversight Committee ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Tourism Advisory Committee ☐ Traffic Commission ☐ Building Code Board of Appeals ☒ Other:
---	--

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

MAKE CONTRIBUTION TO COMMUNITY

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

BEING INFORMED IN REGARD TO WHAT IS GOING ON IN COMMUNITY

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

SALVATION Army

List education, including degree(s) earned:

3 yrs college

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

NO

Please include up to three personal or professional references:

Name	Relationship	Phone Number
James H. Hester	BOSS	
Tony W. Hester	"	
Richard F. Hester	"	

PLEASE READ CAREFULLY:

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

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

Signature M. Hester Date 6/14/10

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

Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
878-1605 (phone)
878-1581 (fax)
dmayo@ShawneeOK.org

Regular Board of Commissioners

1. e.

Meeting Date: 06/20/2016

Budget Amd 238500

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – General Fund 001

To cover overage at yearend housekeeping (Amendment \$238,500)

Attachments

Budget Amd Memo

Budget Amd 238500



Date: June 14, 2016
To: Honorable Mayor and City Commissioners
From: Cynthia S. Arnold *CSA*
RE: General Fund Budget Amendment

It's that time of year again to amend our general fund budget for miscellaneous items that have had an impact on our budget. Staff feels that this is the easiest way to accomplish this instead of bringing minor things to the commission every meeting.

You will see a few accounts labeled Health Insurance with different account numbers. These are different cost centers. When we budget for this item we take a snapshot in time and use what the employee has at that time. This item expense can increase significantly for the following reason: transfer from another department, someone had a qualifying event such as: got married, had a child, spouse was added due to lose of coverage. To accommodate this we amend at the end of the year.

Some of the other line items

5-0130-5339 Other Contractual Services-attorney monthly fee until June 30

5-0210-5303 Part-Times Salaries- Accounting- this needs to be adjusted to increase in hours for the shelter grant to finish by deadline and for the completion of the capital asset inventory

5-0660-5106 Skill Incentive-Dispatch- we have implemented a skill incentive with the dispatchers after specific training. This has helped with retention.

5-0720-5140 Tuition Assist Fire- per contract they are allowed to have tuition assist- we try to get a good estimate at the beginning but some years more decided to go to school

5-0710-5339 Other contractual services- Fire this was for the mold remediation

5-0940-5215 Parks- Chemical There was some pool and splash pad chemicals bought out of this account

5-1140-8660 Senior Center- When budget was approved last year it was not adjusted for the updated contract price with the senior center

5-1210-5339 Expo- this is to cover the express employees

5-4020-5302 Repair & Maint Building- we have had multiple a/c units go down and unforeseen issues at our buildings this year

5-5030-5602 Street and Alley- to cover new street lights and to give a small fund balance. This account has run almost zero each year

Should there be any additional questions, please feel free to contact me.

**City of Shawnee
Budget Amendment
GENERAL FUND 001
June 20, 2016**

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	4002			USE TAX	1,325,000.00	238,500.00	1,563,500.00
				Total	-	238,500.00	

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0130-5339			Other Contractual Services	-	40,000.00	40,000.00
001	5-0210-5113			Health Insurance	18,176.64	7,500.00	25,676.64
001	5-0210-5103			Part-time Salaries	40,000.00	7,500.00	47,500.00
001	5-0210-5351			Software Purchases	34,000.00	3,800.00	37,800.00
001	5-0230-5113			Health Insurance	16,977.00	4,000.00	20,977.00
001	5-0320-5103			Part-time Salaries	10,000.00	15,000.00	25,000.00
001	5-0410-5304			Repair & Maint	-	2,500.00	2,500.00
001	5-0610-5116			Police Pension	-	8,000.00	8,000.00
001	5-0610-5113			Health Insurance	298,151.76	15,000.00	313,151.76
001	5-0620-5450			Capital Outlay	-	15,000.00	15,000.00
001	5-0630-5113			Health Insurance	45,995.28	10,000.00	55,995.28
001	5-0640-5302			Repair & maint	2,000.00	3,000.00	5,000.00
001	5-0640-5101			Salaries	130,871.41	15,000.00	145,871.41
001	5-0650-5145			Unzer grant	-	3,900.00	3,900.00
001	5-0660-5106			Skill incentives	-	7,500.00	7,500.00
001	5-0710-5339			Other Contractual Services	-	4,000.00	4,000.00
001	5-0720-5140			Tuition Assistance	5,000.00	10,000.00	15,000.00
001	5-0720-5304			Vehicle Maint and Repair	60,000.00	30,000.00	90,000.00
001	5-0730-5302			Repair & Maint	10,500.00	5,500.00	16,000.00
001	5-0810-5350			Software Purchases	6,000.00	4,500.00	10,500.00
001	5-0810-5353			Legal Advertising	1,000.00	1,800.00	2,800.00
001	5-0920-5113			Health Insurance	87,674.40	12,500.00	100,174.40
001	5-0930-5250			Other Materials and supplies	4,000.00	12,500.00	16,500.00
					770,346.49	238,500.00	

Approved by the City Commission this
06/20/2016

Explanation of Budget Amendment:

see attached memo

Approved:

Mayor

Attest:

City Clerk

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

Regular Board of Commissioners

1. f.

Meeting Date: 06/20/2016

Budget Amd 167500

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – General Fund 001

To cover overage at yearend housekeeping (Amendment \$167,500)

Attachments

Budget Amd 167500

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	4102			STATE GRANT REVENUE	-	15,000.00	15,000.00
001	4140			SAFR GRANT	212,500.00	45,500.00	258,000.00
001	4120			MCLLOUD DISPATCH	-	36,000.00	36,000.00
001	4147			LEPC GRANT	4,000.00	15,000.00	19,000.00
001	4302			MUNICIPAL COURT COST	130,000.00	20,000.00	150,000.00
001	4330			COMMUNICATION FEE	-	18,000.00	18,000.00
001	4340			TECHNOLOGY FEE	-	18,000.00	18,000.00
				Total	-	167,500.00	

Appropriations

[illegible]

Approved by the City Commission this
06/20/2016

Explanation of Budget Amendment:

See attached memo

Approved:

Mayor

Attest: _____

City Clerk

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

Regular Board of Commissioners

1. g.

Meeting Date: 06/20/2016

Pioneer Library Budget FY16-17

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge receipt of Pioneer Library System Budget for July 1, 2016 through June 30, 2017.

Attachments

Pioneer Library Budget FY16-17

**PIONEER LIBRARY SYSTEM
BUDGET
JULY 1, 2016 - JUNE 30, 2017**

REVENUES

Ad Valorem Taxes		
Cleveland County	\$12,128,443	
McClain County	1,571,731	
Pottawatomie County	2,090,299	
Total Ad Valorem Taxes		\$15,790,473
Oklahoma Department of Libraries		
State Aid	\$141,657	
Total State Aid		\$141,657
Other Revenue	\$462,561	
		\$462,561
Subtotal All Revenue		\$16,394,691
Use of Designated Fund Balance		\$420,438
Fund Balance		
Reserved for Encumbrances		\$0
Fund Balance Carryover		
Assigned Fund Balance		\$948,558
Committed Fund Balance		\$232,445
Unassigned Fund Balance		\$3,760,857
Total Fund Balance		<u>\$4,941,860</u>
TOTAL REVENUE		<u><u>\$21,756,989</u></u>

EXPENDITURES

Personnel Services	\$11,067,841	
Books and Other Materials	2,630,438	
General & Administrative	1,021,350	
Technology	1,250,000	
System Services	845,500	
(C/E, Development, Literacy, Programming, Outreach)		
(Marketing and Communications, Strategy & Innovation)		
Subtotal All Expenditures		\$16,815,129
Fund Balance		
Reserved for Encumbrances		\$0
Fund Balance Carryover		
Assigned Fund Balance		\$948,558
Committed Fund Balance		\$232,445
Unassigned Fund Balance		\$3,760,857
Total Fund Balance		<u>\$4,941,860</u>
TOTAL GENERAL FUND EXP & FUND BALANCE		<u><u>\$21,756,989</u></u>


Jon Myers, Chair


Anne Masters, Secretary

5/31/2016

INCOME	Revised Budget August 2015/2016	Budget May 2016/2017	Change From 2015/16	% Change From 2015/16 Budget
Cleveland Co.	\$11,702,552	\$12,128,443	\$425,891	3.64%
McClain Co.	\$1,571,731	\$1,571,731	\$0	0.00%
Pott Co.	\$2,090,299	\$2,090,299	\$0	0.00%
Total Ad Valorem	\$15,364,582	\$15,790,473	\$425,891	2.77%
State Revenue				
State Aid	\$141,657	\$141,657	\$0	0.00%
Miscellaneous				
Fines	\$185,000	\$170,000	(\$15,000)	-8.11%
Reprographics	\$32,000	\$32,000	\$0	0.00%
Public Printers	\$48,000	\$52,000	\$4,000	8.33%
Promotional Sales	\$500	\$500	\$0	0.00%
Headphone Sales	\$500	\$500	\$0	0.00%
Lost Book Reimburs	\$12,000	\$12,000	\$0	0.00%
Non Resident Fees	\$1,100	\$1,100	\$0	0.00%
Fax Income	\$21,000	\$21,000	\$0	0.00%
Interest Income	\$18,000	\$18,000	\$0	0.00%
Lease Income	\$60,336	\$60,336	\$0	0.00%
Loan Proceeds	\$65,000	\$63,125	(\$1,875)	-2.88%
Miscellaneous	\$2,000	\$2,000	\$0	0.00%
Contractual Services	\$30,274	\$30,000	(\$274)	-0.91%
Total Miscellaneous	\$475,710	\$462,561	(\$13,149)	-2.76%
Subtotal All Revenue	\$15,981,949	\$16,394,691	\$412,742	2.58%
Release of Fund Balance				
Reserved for Encumbrances	\$0	\$0	\$0	
Use of Designated Fund Balance	\$0	\$420,438	\$420,438	
Fund Balance				
Assigned Fund Balance	\$1,368,996	\$948,558	(\$420,438)	-30.71%
Committed Fund Balance	\$232,445	\$232,445	\$0	0.00%
Unassigned Fund Balance	\$3,760,857	\$3,760,857	\$0	0.00%
Total Fund Balance	\$5,362,298	\$4,941,860	(\$420,438)	-7.84%
TOTAL REVENUE	\$21,344,247	\$21,756,989	\$412,742	1.93%

EXPENSES	Revised Budget August 2015/2016	Budget May 2016/2017	Change from 2015/16	% Change From 2015/16 Budget
Personnel Services				
Salaries	\$8,117,324	\$8,325,324	\$208,000	2.56%
Social security/medicare	\$620,975	\$636,887	\$15,912	2.56%
Recruitment	\$4,000	\$4,000	\$0	0.00%
Retirement Benefits	\$613,656	\$695,000	\$81,344	13.26%
Health Insurance	\$1,159,344	\$1,274,830	\$115,486	9.96%
Group Term Life Insurance	\$25,000	\$25,000	\$0	0.00%
Disability Insurance	\$35,000	\$35,000	\$0	0.00%
Employee Assistance Programs	\$15,800	\$15,800	\$0	0.00%
Workers Compensation	\$30,000	\$35,000	\$5,000	16.67%
Contract Labor	\$7,000	\$7,000	\$0	0.00%
Unemployment Insurance	\$7,000	\$7,000	\$0	0.00%
Scholarship	\$7,000	\$7,000	\$0	0.00%
Total Personnel Services	\$10,642,099	\$11,067,841	\$425,742	4.00%
Materials	\$2,210,000	\$2,210,000	\$0	0.00%
Materials-Norman East Branch	\$0	\$420,438	\$420,438	
Administrative Services				
Professional Services	\$155,000	\$119,000	(\$36,000)	-23.23%
Attorney Fees	\$60,000	\$60,000	\$0	0.00%
Equipment	\$133,850	\$133,850	\$0	0.00%
Equipment Repair & Maint.	\$4,000	\$4,000	\$0	0.00%
Insurance	\$108,000	\$111,000	\$3,000	2.78%
Membership	\$13,000	\$13,000	\$0	0.00%
Postage	\$45,000	\$41,000	(\$4,000)	-8.89%
Supplies	\$85,000	\$85,000	\$0	0.00%
Telephone	\$25,000	\$40,000	\$15,000	60.00%
Travel	\$43,000	\$43,000	\$0	0.00%
Vehicles	\$60,000	\$60,000	\$0	0.00%
Audit	\$22,000	\$30,500	\$8,500	38.64%
Interest Expense	\$3,500	\$0	(\$3,500)	-100.00%
Bad Debt Expense	\$0	\$0	\$0	
Miscellaneous Expense	\$5,000	\$5,000	\$0	0.00%
Reprographics	\$70,000	\$65,000	(\$5,000)	-7.14%

Sales Tax	\$6,000	\$6,000	\$0	0.00%
Data Processing	\$85,000	\$85,000	\$0	0.00%
Fine Collection Service	\$27,000	\$27,000	\$0	0.00%
Revaluation	\$90,000	\$93,000	\$3,000	3.33%
Budget Contingency				
Total G&A	\$1,040,350	\$1,021,350	(\$19,000)	-1.83%
Technology	\$1,250,000	\$1,250,000	\$0	0.00%
System Services				
Continuing Education	\$168,000	\$168,000	\$0	0.00%
Development	\$25,000	\$25,000	\$0	0.00%
Events/Hospitality	\$3,500	\$3,500	\$0	0.00%
System Signage	\$25,000	\$25,000	\$0	0.00%
Strategy and Innovation	\$113,000	\$149,000	\$36,000	31.86%
Marketing and Communication	\$165,000	\$165,000	\$0	0.00%
Programming	\$65,000	\$65,000	\$0	0.00%
Literacy	\$10,000	\$10,000	\$0	0.00%
System Facilities	\$230,000	\$200,000	(\$30,000)	-13.04%
System Outreach	\$35,000	\$35,000	\$0	0.00%
Total System Services	\$839,500	\$845,500	\$6,000	0.71%
Subtotal GF Expenditures	\$15,981,949	\$16,815,129	\$833,180	5.21%
Fund Balance				
Fund Balance Assigned Current Year				
Fund Balance Carryover Prior				
Assigned Fund Balance	\$1,368,996	\$948,558	(\$420,438)	-30.71%
Committed Fund Balance	\$232,445	\$232,445	\$0	0.00%
Unassigned Fund Balance	\$3,760,857	\$3,760,857	\$0	0.00%
Total Fund Balance	\$5,362,298	\$4,941,860	(\$420,438)	-7.84%
Total General Fund Expend. and Fund Balance	\$21,344,247	\$21,756,989	\$412,742	1.93%

Regular Board of Commissioners

1. h.

Meeting Date: 06/20/2016

Approve Agreement FY16-17

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of the following agreements for FY 2016-2017:

Attachments

No file(s) attached.

Regular Board of Commissioners

1. h. 1.

Meeting Date: 06/20/2016

Expo Agreement FY16-17

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Governmental Services contract with the Shawnee Civic and Cultural Development Authority.

Attachments

Expo Agreement FY16-17

GOVERNMENTAL SERVICES CONTRACT

This Agreement made pursuant to 74 O.S. § 1008 (2001) and entered into this ____ day of June, 2016, by and between the City of Shawnee, Oklahoma (hereinafter referred to as "City") and the Shawnee Civic and Cultural Development Authority, an Oklahoma Public Trust (hereinafter referred to as "SCCDA").

W I T N E S S E T H:

WHEREAS, the SCCDA was created pursuant to 60 O.S. § 176, et seq. (1971) on January 5, 1976 to manage various proceeds, properties, rents and profits for the benefit of the City; and

WHEREAS, the City is an Oklahoma municipal corporation that is the beneficiary of the SCCDA; and

WHEREAS, the SCCDA has operated the facility commonly known as the Heart of Oklahoma Exposition Center and its associated support structures for the benefit of the City for many years; and

WHEREAS, the City acknowledges the benefits received from the services performed by the SCCDA; and

WHEREAS, it is financially beneficial to both parties that the City allow municipal employees designated by both entities to work under the auspices of the SCCDA to perform its day-to-day functions; and

WHEREAS, it is necessary to the maintenance of the independence of the SCCDA from the City that the SCCDA assume responsibility for its water, utilities and other services used by the SCCDA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties that:

1. The term of this agreement shall be from July 1, 2016 through June 30, 2017. This agreement shall be subject to termination, without cause, upon thirty days notice by either party serving the other party with a written request to terminate the contract.

2. The City will provide personnel in accordance with the approved budget. While working for the SCCDA, these employees will be under the day-to-day direction of the Operations Manager of the SCCDA. These employees will continue to be full-time employees of the City for purposes of benefits, insurance and retirement. The City may also elect to utilize temporary employees from personnel firms in lieu of some of the allocated positions. The City Manager of the City will retain his/her authority pursuant to Article V of the Shawnee City Charter and Section 2-102 of the Shawnee City Code to re-assign these employees should the needs of the City require that he/she do so. However, nothing in this provision or agreement will act to increase or modify the City Manager's decision-making authority as a voting member of the SCCDA governing board.

3. The City acknowledges the restrictions placed upon it by Article VIII of the SCCDA Trust Indenture.

4. Both the City and the SCCDA acknowledge and expressly reaffirm the separation of the SCCDA and the City for purposes of the relationship permitted between the respective governing bodies pursuant to 60 O. S. § 176, et seq.

5. In consideration of receiving labor assistance from the City, the SCCDA agrees that it will be responsible for its own utilities, water service, fuel costs and all expenses related to the Trust, unless otherwise modified herein. The City and the SCCDA shall share in the cost of routine lawn maintenance, with the City receiving \$20,000 per year from the SCCDA for the service. All primary structures and buildings affiliated with the Expo Center will be insured by the City of Shawnee in amounts to be determined by the City, provided that the SCCDA will be responsible for general liability, auto, and all other forms of insurance. To help defray expenses listed above, the City of Shawnee will provide an additional \$10,000 annually to the SCCDA payable monthly.

6. In addition to the above contributions, the City will make an annual contribution from Economic Development funds to the SCCDA in the amount of \$50,000, payable monthly. The City will not earmark these funds for specific purposes but rather will allow the SCCDA to use these funds as the SCCDA sees fit. The City will have access to the SCCDA's annual audit as required by Article VI, Section 10 of the Trust Indenture and will receive a full accounting of how the City funds were expended. The City will be allowed to inquire into any matter dealing with accounting for its funds, including access to financial books and records of the SCCDA.

7. Both parties agree that financial accountability of the City's donated funds is an element to be considered each fiscal year in determining the amount of funds the City will provide to the SCCDA.

8. The City and the SCCDA agree that this Contract will be administered by both the City Manager of the City and the Manager of the Trust Estate of the SCCDA. Should a conflict arise concerning terms of this agreement, the City Manager and the Manager of the Trust Estate will work together to resolve said conflict to the mutual benefit of the parties. Any agreement reached between the City Manager and the Manager of the Trust Estate must be approved by the respective governing bodies.

9. The SCCDA agrees that the SCCDA will be liable for all acts or omissions of the City employees while they are working for the SCCDA. Should the City be made a party to any legal action or lawsuit as a result of actions or omissions of the employees, the SCCDA agrees to indemnify the City and hold it harmless from any damages, costs and attorney fees that the City might incur during the defense of any related suit or legal action.

10. All written notices concerning this agreement shall be sent to the respective parties at the following addresses:

Justin Erickson, City Manager
City of Shawnee
P.O. Box 1448
Shawnee, OK 74802-1448

Randy Gilbert, Chairman
Heart of Oklahoma Exposition Center
P.O. Box 1466
Shawnee, OK 74802-1466

11. This agreement supersedes all prior agreements between the parties, with the exception of the SCCDA Trust Indenture, and comprises all the terms agreed to by the parties and any modification, amendment or alteration of this agreement must be in writing and executed by both parties.

12. If any part of this agreement is determined to be contrary to law, then it shall be deemed severable from the rest of this agreement and shall not affect the validity of the rest of this agreement.

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

THE CITY OF SHAWNEE, OKLAHOMA

BY: _____
JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK
(SEAL)

SHAWNEE CIVIC AND CULTURAL
DEVELOPMENT AUTHORITY

BY: _____
RANDY GILBERT, CHAIRMAN

Approved as to form and legality this _____ day of _____, 2016

JOSEPH VORNDRAN, INTERIM CITY ATTORNEY

Regular Board of Commissioners**1. h. 2.**

Meeting Date: 06/20/2016

City Atty Contract FY16-17

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Contract with Stuart & Clover, PLLC for City Attorney services.

Attachments

City Atty Contract Memo

City Attorney Contract



Office of the City Manager

AGENDA: June 20, 2016

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **City Attorney**

BACKGROUND

On February 16, 2016, the City Commission entered into an agreement with the law firm Stuart & Clover for general representation and city attorney service until the end of the fiscal year. It is now time to consider a contract for the next fiscal year.

Attached is a standard engagement letter from Stuart & Clover. The billing rate is unchanged from present and there is no requirement for a retainer.

RECOMMENDATION

The City Attorney is appointed by the City Commission and not the City Manager (Article III § 9). That stated, I have been pleased with the service provided by Stuart & Clover and have no objection to their continuation as counsel for the City and Commission.

Attachment



STUART & CLOVER

June 13, 2016

City of Shawnee, Oklahoma
Attn: Justin Erickson, City Manager
Via e-mail: jerickson@shawneeok.org

Re: *Stuart & Clover, PLLC general representation of the City
of Shawnee*

Dear Mr. Erickson:

The Board of City Commissioners for the City of Shawnee, Oklahoma ("Shawnee") has asked our law Firm to represent Shawnee in connection with the above referenced matter. In the interest of promoting cooperation and understanding of our relationship, this letter sets forth and confirms the terms and conditions of our engagement.

Michael D. Clover and I will be primarily responsible for your representation in this matter. Our legal fees will be billed on a time expended basis at the rate of \$200.00 per hour for attorney time and \$75.00 per hour for legal assistant and intern time. Our law Firm has been providing legal services in Pottawatomie County since 1904. A substantial portion of our law practice relates to municipal law, real property law, business law and litigation. Other law Firm members and associates may be called upon to assist you in your representation. A minimum of one tenth (1/10) hour will be billed for each service performed.

Our law Firm's billing statement will be sent to you monthly, itemized to reflect the service performed and/or costs and expenses incurred. Statements for services rendered are due and payable within twenty (20) days following the Statement date. Our law Firm reserves the right to claim an attorney's charging lien (5 O.S. ¶6) and common law possessory/file retention lien for any unpaid amount.

The primary term of this engagement shall be from July 1, 2016 until June 30, 2017. You shall at all times have the right to terminate our legal services in the event we violate this engagement. Our law Firm shall at all times have the right to terminate such services on your behalf, if (i) you fail or refuse to cooperate with any reasonable request made by the Court or our Firm in your representation, (ii) you fail or refuse to pay our billing statements in a timely manner, (iii) to continue representing you would result in a violation of the Rules of Professional Conduct, or (iv) We shall reasonably determine that the proper attorney/client relationship no longer exists, and it is in both our best interests that such relationship be terminated.



STUART & CLOVER

You understand and agree that we have made no guarantees regarding the outcome of your legal matter. We will use our legal skills and best efforts on your behalf.

Our law Firm is committed to *The Oklahoma Lawyer's Creed* as adopted by the Oklahoma Bar Association's Board of Governors on November 17, 1989 and subsequently amended. *The Oklahoma Lawyer's Creed* sets standards of professionalism by which we relate to and with our clients, other attorneys, and judges. Copies are available from the law Firm upon request.

As you might expect, we receive a number of telephone calls each day and are therefore required to spend much of our time on the telephone. There are times when we are in an office conference with another client or required to be out of the office. We try to return our phone calls by the end of the day. We regularly use e-mail as a means of communication (joe@stuartclover.com & mike@stuartclover.com) and suggest we do so in your matter. Thank you for your confidence in our law Firm.

Yours very truly,

/s Joseph M. Vorndran

JOSEPH M. VORNDRAN
FOR THE FIRM

AGREED:

CITY OF SHAWNEE, OKLAHOMA

By: _____

Regular Board of Commissioners

3.

Meeting Date: 06/20/2016

EOM

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by City Manager to Employee of the Month, Kacie Bachhofer, City Clerk Department.

Attachments

No file(s) attached.

Regular Board of Commissioners

4.

Meeting Date: 06/20/2016

Cancel 07-05-2016 CC Mtg

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration and possible action to cancel the July 5, 2016 City Commission meeting.

Attachments

No file(s) attached.

Regular Board of Commissioners

5.

Meeting Date: 06/20/2016

Pawnbroker Ord

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to approve an ordinance repealing and amending Article 8 of the Shawnee Municipal Code regarding Pawnbroker dealings.

Attachments

Pawnbroker Memo

Pawnbroker Ord

MEMORANDUM

TO: Mayor, City Commissioners, Justin Erickson

FROM: Mary Ann Karns

SUBJECT: Changes to Pawn Shop Ordinance No. 2569NS
Circle D Pawn No. 4, Inc. v. City of Shawnee, OK; CV-00805-F

DATE: June 16, 2016

The ordinance on the agenda was drafted in consultation with Ethan Rieves, Steve Gerles and David Lee.

We believe that it brings our ordinance into full compliance with the new state law, and hope that the adoption will result in the dismissal of the lawsuit.

The new Oklahoma law gives two options for reporting of transactions without saying who can choose the option. We have provided in the ordinance for it to be the Chief of Police who makes that determination. That may still be an issue. A confidential memo from David Lee provides his legal analysis of the choice in light of a public policy argument.

The ordinance will become effective immediately.

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND AMENDING PORTIONS OF ORDINANCE NO. 2569NS OF THE SHAWNEE MUNICIPAL CODE “PAWNBROKER” DEALING WITH LICENSURE; PROVIDING FOR A REGISTER; SETTING HOURS OF OPERATION; REQUIRING REPORTING; SETTING OUT REQUIREMENTS FOR ACCEPTANCE OF VARIOUS COMMUNICATIONS DEVICES; SETTING A PENALTY; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND DECLARING AN EMERGENCY.

WHEREAS, the regulation of the business of Secondhand Dealer/Pawnbroker is necessary to prevent the resale of stolen property; and

WHEREAS, the existing provisions of the Shawnee Municipal Code do not provide sufficient provisions to address the needs of law enforcement and the public; and

WHEREAS, the Mayor and City Commissioners find that it is necessary for the public health, safety and welfare of the citizens of the City of Shawnee that changes be enacted:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT ORDINANCE NO. 2569 NS BE AMENDED TO READ AS FOLLOWS:

SECTION ONE: Defined Secondhand Dealer/Pawnbroker

Any person doing business in the City, who purchases and/or sells goods of any kind or description, having once been used or transferred from the manufacturer to the dealer and then received into the possession of third parties whether the same consists of cloths, carpets, clothing, rags, iron or other metals, furniture or articles of household utensils, articles of personal use, electronics, computers, cellular phones, electronic communication devices, apparel, or of jewelry of any kind or description, or items made in whole or part of gold, silver or precious metals or gemstones including bullion, or coins shall be a Secondhand Dealer/Pawnbroker.

SECTION TWO: Regulatory Fee

Sec. 8-327. – Regulatory Fee is hereby repealed and amended to read as follows:

Any pawnbroker or person engaged in the business of receiving goods under chattel mortgage shall pay an annual regulatory fee as set by resolution of the Commission, but in no event higher than allowed by law.

SECTION THREE: Conditions of Licensure

Sec. 8-328. is repealed in its entirety and amended as follows:

(a) Before any license with the city shall be issued, it shall be determined by the city that in its opinion the applicant has good moral character and within the ten years preceding the date of application for license or for renewal of license, shall not have been convicted or be on parole or a fugitive from justice for any federal, state or municipal offense involving:

1. Drugs or narcotics;
2. Robbery;
3. Burglary;
4. Auto theft;
5. Stealing;
6. Receiving stolen property;
7. Embezzlement;
8. Extortion;
9. Forgery;
10. Gambling;

11. Bribery;
12. Perjury;
13. Any weapons offense; or
14. Any crime of violence.

(b) That the applicant has agreed not to purchase any camera, radio, television set, lawn mower, typewriter, addition machine, calculating machine, copying machine, duplicating machine, tape recorder, tape player, digital recorder, cash register, DVD player, movie player, game system console or device, GPS device, still or moving picture projector or offset projector, dictating machine, record player, cellular phone, electronic communication device, laptop or desktop computer, handheld computerized device, music player device, electric buffer, electric polisher, electric floor waxer, computer equipment and accessories, scanner, printer, fax or any item that is manufactured with a serial number or other identifying insignia, unless the item shall have plainly visible thereon the manufacturer's serial number or other identifying insignia.

(c) The applicant must have, and keep current, a valid license from the State of Oklahoma

SECTION FOUR:

1. Every Secondhand Dealer/Pawnbroker shall keep, at his place of business, a register in which he shall enter, in writing, the following:

- (a) A minute description of all property taken, purchased or received by him/her, including any number that may be in or upon any article;
- (b) The time;
- (c) The name and place of residence, giving street number if within the city, of the person leaving such property;
- (d) The amount loaned;
- (e) The interest charged; and
- (f) The time when the loan falls due.

2. The register shall be kept clean and legible. Such entries shall be made within one hour after the receipt or purchase of such property.

3. Manner of Keeping Register; Tickets Given to Customers.

(a) Every entry shall be made in the register required to be kept under this article in ink, and the entry shall not in any manner be obliterated or erased. The pawnbroker shall give a plainly written or printed ticket to the person negotiating or leaving such property, having upon it a full and perfect copy of all the relevant entries required to be kept in such register, for which copy no charge shall be made.

(b) It shall be the duty of every secondhand dealer/pawnbroker to make out and deliver to the chief of police, every week, before the hour of 12:00 noon on each Monday, a legible and correct copy from such register of all personal property or other valuable things received or deposited or purchased and a description of the person by whom left in pledge or from whom the property was purchased. The manner in which the secondhand dealer/pawnbroker reports will be determined by the chief of police.

(c) No person shall be required to furnish such description of any property purchased from a manufacturer or wholesale dealer having an established place of business or of any goods purchased at open sale or from any bankrupt stock or from any other person having an established place of business. Such goods shall be accompanied by a bill of sale or other written evidence of open and legitimate purchase and shall be shown to any officer when demanded.

4. Inspection of Register - The register required to be kept under this article shall at all times be open to inspection by the city police and the county sheriff or the deputy of either, by the city attorney or the county attorney and by any person authorized, in writing, for that purpose by any of such officers, which authority shall be exhibited to the secondhand dealer/pawnbroker. Such secondhand dealer/pawnbroker shall, upon request, exhibit to such person or officer, for

inspection, any articles purchased, taken or received by him, unless the time of the pledge has expired and the goods have been sold and delivered to the purchaser.

SECTION FIVE: Hours of Business

No Secondhand Dealer/Pawnbroker shall purchase, receive or take on deposit or from any person any article of property between the hours of 9:00 p.m. and 6:00 a.m.

State law reference— Sunday to be observed, 21 O.S. § 907 et seq.

SECTION SIX: Sec. 8-333. - Receiving Feloniously Obtained Property.

(a) Any conditions or circumstances, sufficient to put any ordinary prudent person upon his guard, shall be sufficient notice to any person to whom property is offered for gift, sale or pledge to prohibit him from accepting the property. Any knowledge, notice or information as to the improper character of the person offering the property shall prevent such sale, gift or pledge from being made.

(b) Every person who, without making reasonable inquiry, buys, receives, conceals, withholds or aids in concealing or withholding any property that has been stolen, embezzled, obtained by false pretense or robbery or otherwise feloniously obtained, under such circumstances as should cause such person to make reasonable inquiry to ascertain that the person from whom such property was bought or received had the legal right to sell or deliver it, shall be presumed to have bought or received such property knowing it to have been so stolen or wrongfully obtained. This presumption may, however, be rebutted by proof.

(c) The failure to exercise the precautions prescribed in this section and the accepting of a gift, sale or pledge of property prohibited in this article or that is stolen or is in the possession of one not entitled thereto or that is disposed of by one not entitled to make such dispossession or competent to sell, pledge or give the property away shall be prohibited.

State law reference— Refusing to exhibit stolen goods, 21 O.S. § 1092; receiving stolen property, 21 O.S. § 1713

SECTION SEVEN: Photograph, Transaction Forms and Holding Periods:

No secondhand dealer/pawnbroker shall accept any article or property as pawn or purchase unless he/she shall make a photograph of the person's identification from whom such article is being received. Photographs of serial numbers and identification marks of property being received shall be taken and attach all such photographs to a transaction form which shall be completed at the time of the transaction and entered weekly at minimum. For jewelry of any kind or description, or items made in whole or part of gold, silver or precious metals or gemstones including bullion or coins, a photograph of the item shall be taken and the information in the transaction form, shall be entered into the Law Enforcement Agency Data System ("LEADS ON LINE") or any successor database approved by the Shawnee Police Department. The transaction form shall include, but not be limited to the following:

1. A complete and accurate description of the item taken, purchased or received by such merchant including serial number, if any.
2. The date, time and place of the transaction.
3. The correct legal name, date of birth and place of residence, including City and State of the seller.
4. A photograph of the seller's driver's license, or if not available, a photograph of the seller's military identification, passport or other approved State identification number or State identification card.
5. Photograph of property being pawned or sold along with property's serial number or identifying marks if applicable.

6. The amount paid for the property.
7. The home, business and cellular telephone number of seller.
8. The name of the employee handling the purchase
9. If no accepted ID is available then the right index fingerprint of the seller shall be obtained and, if the right index finger cannot be obtained, the left index finger shall be obtained and an explanation shall be provided as to why the right index finger was not available.
10. Any other information requested by Shawnee law enforcement authorities.

The requirement that the seller be photographed and thumb-printed shall not apply to any purchase or trade-in transaction which occurs at an auction or in the private house or office of the person selling said items but all other requirements as aforesaid shall remain in effect.

The photograph and transaction form shall be maintained by the secondhand dealer/pawnbroker for a period of one year from the date of the transaction. No secondhand dealer/pawnbroker shall refuse to deliver such photograph or transaction form to any law enforcement officer within one year following the date of the transaction. Every secondhand dealer/pawnbroker shall display a notice to his customers in a prominent place to the effect that he is required to photograph identification and fingerprint every person selling or offering as full or part payment an item to him/her, by city ordinance.

At least sixty days (60) prior to the destruction of a photograph or transaction form, the licensee shall notify the police department of his intent to destroy such documents. The police department, at its option, shall request the licensee to turn over all said documents to the police department, and the licensee, upon said request, shall turn over all documents to the police department.

It shall be unlawful for any secondhand dealer/pawnbroker who purchases and/or sells jewelry of any kind or description, or items made in whole or part of gold, silver or precious metals or gemstones including bullion, or coins to sell, trade, melt down or in any way dispose of, alter, or destroy until forty-eight (48) hours after the date of its purchase. Upon written notice that the Shawnee Police Department have cause to believe an item has been stolen, the secondhand dealer shall retain the jewelry, or items made in whole or part of gold, silver or precious metals or gemstones including bullion, or coins for any additional ten (10) days.

SECTION EIGHT: Purchase of Certain Articles:

No secondhand dealer/ pawnbroker shall purchase any camera, radio, television set, lawn mower, typewriter, addition machine, calculating machine, copying machine, duplicating machine, tape recorder, tape player, digital recorder, cash register, DVD player, movie player, game system console or device, GPS device, still or moving picture projector or offset projector, dictating machine, record player, cellular phone, electronic communication device, laptop or desktop computer, handheld computerized device, music player device, electric buffer, electric polisher, electric floor waxer, computer equipment, scanner, printer, fax or any item that is manufactured with a serial number or other identifying insignia, unless the item shall have plainly visible thereon the manufacturer's serial number or other identifying insignia.

SECTION NINE: Purchase of Cellular Phones and Other Electronic Communication Devices:

When purchasing cellular phones or other electronic communication devices, the secondhand dealer/pawnbroker shall obtain the following information from the seller of the phone or device and shall, at the time of the purchase, enter the information into the Law Enforcement Agency Data System ("LEADS ON LINE") or any successor database approved by the Shawnee Police Department:

1. A complete and accurate description of the cellular phone or electronic communication device taken, purchased or received by such merchant including serial number, if any.
2. The date, time and place of the purchase.
3. The correct legal name, date of birth and place of residence, including City and State, of the seller.
4. A photograph of the seller's driver's license, or if not available, a photograph of the seller's military identification, passport or other approved State identification number or State identification card.
5. Photograph of property being pawned or sold along with property's serial number or identifying marks if applicable.
6. The amount paid for the property.
7. The home, business and cellular telephone number of seller.
8. The name of the employee handling the purchase.
9. If no accepted ID is available then the right index fingerprint of the seller shall be obtained and, if the right index finger cannot be obtained, the left index finger shall be obtained and an explanation shall be provided as to why the right index finger was not available.
10. Any other information requested by Shawnee law enforcement authorities.

No purchases shall be made from persons not of legal age. When a police officer has reasonable cause to believe that the cellular phone or electronic communication device received by a secondhand dealer is stolen, the police officer may place a hold notice upon the suspected stolen property. The identified cellular phone or electronic communication device, which has a hold notice, shall be held by the secondhand dealer/pawnbroker's place of business for sixty calendar days, unless released sooner, by authority of the police chief or his designee. After sixty calendar days have passed, unless the police chief or his designee authorizes other disposition, the hold is automatically released and the secondhand dealer may dispose of the cellular phone or electronic communication device.

SECTION TEN: Cooperating with Law Enforcement:

Every secondhand dealer/pawnbroker and every person employed by such dealer in the conduct of their business shall allow any law enforcement officer or other official designated by the Chief of Police of the City of Shawnee to examine every part of the business premises at any time and shall allow the designee to examine, photograph, or copy any goods, articles, things, books or other records on the premises to determine compliance with this ordinance and to search for and to place a hold upon any item that may be stolen property.

SECTION ELEVEN: Violating the Secondhand Dealer/Pawnbroker Licensing requirements

- (a) Any person or business that is found to be in violation of any regulations set forth in this Chapter shall be punished by a fine of not less than one dollar nor more than five hundred dollars, per violation, or by imprisonment for not more than ninety days or by both such fine and imprisonment.
- (b) In addition to the penalties described in this section, the City may revoke an occupancy permit issued for the business premise of any person or business that knowingly and willfully violates this chapter and shall revoke the secondhand dealer's license of any person or business who knowingly and willfully violates this chapter.

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

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

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

SECTION FIFTEEN: EMERGENCY. Because it is necessary for the protection of the public's health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this _____ day of _____, 2016.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK
(SEAL)

EMERGENCY SEPARATELY MOVED AND APPROVED this _____ day of _____, 2016.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK
(SEAL)

APPROVED AS TO FORM AND LEGALITY THIS _____ day of _____, 2016.

JOSEPH VORNDRAH, INTERIM CITY ATTORNEY

Regular Board of Commissioners

6.

Meeting Date: 06/20/2016

Occupancy Surcharge Discussion

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion regarding occupancy surcharged (hotel/motel tax).

Attachments

Occupancy Surcharge Memo



Office of the City Manager

AGENDA: June 20, 2016

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **Discussion Regarding Hotel/Motel Tax (Occupancy Surcharge)**

BACKGROUND

Like many cities, lodging facilities in the City of Shawnee are levied an occupancy surcharge. The current rate is five-percent. Approximately, \$525,000 is generated annually from this fee. At present, 94% of the funds go to Visit Shawnee, Inc. by contract to support tourism-related activities. The surcharge was last raised in 2004.

Pursuant to City Code, the funds shall be used as follows:

Sec. 25-234. - Use of funds.

Funds collected pursuant to this article shall be set aside and used exclusively for one or more of the following purposes:

- (1) Encouraging, promoting and fostering visitor and tourism conventions, conferences and tourism development in the city.
- (2) Solicitation of visitor attractions, events, tourism, conferences, conventions and meetings in the city.

Monies received from the surcharge vary year-to-year depending on lodging rates and occupancy. Here is a five-year summary of collections:

FY 15-16: \$510,000 (estimate)
FY 14-15: \$505,637
FY 13-14: \$578,275
FY 12-13: \$561,558
FY 11-12: \$472,589

Tax Comparison

The City tax rate is the lowest in the region, but the overall rate is comparable to neighboring jurisdictions, because of a high County tax rate (Table 1).

Table 1: Regional Sales Tax Comparison

CITY	STATE SALES TAX	CITY SALES TAX	COUNTY SALES TAX	TOTAL
Shawnee	4.5%	3.0%	1.495%	8.995%
Oklahoma City	4.5%	3.875%	--	8.375%
Edmond	4.5%	3.75%	--	8.25%
Norman	4.5%	4.0%	.25%	8.75%
Moore	4.5%	3.75%	.25%	8.50%
Midwest City	4.5%	3.85%	--	8.35%
Del City	4.5%	3.5%	--	8.0%
Seminole	4.5%	4.0%	1.25%	9.75%

Note: County Tax rates adjusted in table for July 1 increase.

In terms of lodging taxes, the current rate within Shawnee is consistent with the regional average (Table 2). With the additional County tax of .495 set to go into effect on July 1, the overall rate in Shawnee will be at the top of the region for hotel/motel stays.

Table 2: Lodging Taxes and Total Tax Rate

CITY	TOTAL SALES TAX	LODGING TAX	TOTAL
Shawnee	8.995%	5.0%	13.995%
Oklahoma City	8.375%	5.5%	13.875%
Edmond	8.25%	4.0%	12.25%
Norman	8.75%	5.0%	13.75%
Moore	8.50%	5.0%	13.50%
Midwest City	8.35%	5.0%	13.35%
Del City	8.0%	3.5%	11.5%
Seminole	9.75%	4.0%	13.75%

Note: Shawnee overall tax rate adjusted in table for July 1 County increase

When viewed more broadly, there are several cities in Oklahoma with local lodging taxes above five-percent. The highest in the State is set at eight-percent.

CONCLUSION

An increase to the Occupancy Surcharge could provide critical funding for tourism-related events and activities. It would however, place the City's surcharge at the highest in the region.

Each one-percent increase in surcharge would raise approximately \$100,000 annually. Staff recommends that the Commission strongly consider an increase of between two-and-three percent, so that there is enough money to make a substantive impact. Any proposed increase would have to be voted on by the public. To make the November 1 election, the Commission will need to take action on July 18 or August 1.

Regular Board of Commissioners**7.**

Meeting Date: 06/20/2016

Affordable Tax Credit Reso

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution of support indicating favorable consideration for a tax credit award to Shawnee Affordable Housing Partners LP for the following project: twenty-four (24) housing development in a historic downtown building located at 101 East Main Street and the south of the southwest corner of 9th Street and Philadelphia Avenue.

Attachments

Affordable Tax Credit Reso

Affordable Tax Credit Docs

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE CONSTRUCTION OF A TWENTY-FOUR (24) UNIT HOUSING DEVELOPMENT BY SHAWNEE AFFORDABLE HOUSING PARTNERS LP LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA; AND SUPPORTING FAVORABLE CONSIDERATION BE GIVEN FOR TAX CREDIT AWARD FOR THIS DEVELOPMENT.

BE IT RESOLVED:

WHEREAS, Shawnee Affordable Housing Partners LP, is proposing to construct a twenty-four (24) unit housing development to be located in the corporate limits of the City of Shawnee. Said development include units for families, and is proposed to be located at:

AP Block 27 Lots 11 and 12, Woolworth Building (101 E. Main St.), City of Shawnee, Oklahoma

And:

Choctaw Block 16 S11' Lot 3, Lots 4-9 and Lot 22, City of Shawnee, Oklahoma

WHEREAS, the City supports economic development, downtown revitalization, and promotes affordable housing for the benefit of the citizens of Shawnee.

NOW THEREFORE BE IT RESOLVED BY THE SHAWNEE CITY COMMISSION that the City Commission supports favorable consideration to be given for a tax credit award for this Development.

BE IT FURTHER RESOLVED, it is noted that the proposed development is consistent with Shawnee's affordable housing strategies and comprehensive plan.

PASSED AND APPROVED this 20th day of June, 2016.

WES MAINORD, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK



Community Development Department

Mike Little
Shawnee Affordable Housing Partners, LP
1901 N Kickapoo Avenue
Shawnee, OK 74804

Re: Shawnee Lofts

Dear Mr. Little:

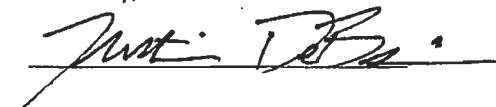
Thank you for informing me of your plan for the Shawnee Lofts development, which will be 24 units of multifamily housing located at 101 E Main Street. Half of the units will be new construction townhomes and the other half will be located in the existing historic Woolworth building.

Shawnee Lofts fits in our revitalization plan. The Downtown Revitalization Plan from the Fall of 2012 is included following this letter. Our plan outlined stepping stones as action items that would provide short term awards as well as long term projects to make the changes attainable. Two important stepping stones are "convert underutilized historic buildings to residential units" and "develop infill housing on vacant lots."

A key housing issue we listed in the Comprehensive Plan of Shawnee is to Provide Affordable Housing. We endeavor to work with qualified developers to meet the goal of offering good quality housing to our lower income households. Additionally, we want to promote downtown housing opportunities particularly for those seeking live-work locations such as your targeted tenant base.

We look forward to working with you on this important development project. Please contact me with questions or if you need additional information.

Sincerely,


Justin DeBruin

Community Development Department
222 N. Broadway
Shawnee, OK 74801
(405) 878-1166
justin.debruin@shawneeok.org



Community Development Department

Mike Little
Shawnee Affordable Housing Partners, LP
1901 N Kickapoo Avenue
Shawnee, OK 74804

Re: Zoning Verification Letter

Dear Mr. Little:

In response to your request, the following properties are zoned C-4 (Central Business District):

- 1) 101 East Main: AP Block 27 Lots 11-12 – Woolworth Building.
- 2) Choctaw Block 16 S11' Lot 3, Lots 4-9, and Lot 22 (Site location is south of the southwest corner of 9th Street and Philadelphia Avenue).

According to the City of Shawnee Zoning Code, upper floor residential uses within existing buildings are permitted within the C-4 Zoning District. Ground floor residential use may be approved by conditional use permit (CUP), but must remain incidental in nature.

The proposed Shawnee Lofts project is in conformance with the Shawnee Zoning Code, reflects desires of the Downtown Revitalization Plan, and is in accordance with the Shawnee Comprehensive Plan.

Justin DeBruin

Community Development Director
222 N. Broadway
Shawnee, OK 74801
(405) 878-1666
justin.debruin@shawneeok.org

NOTICE TO THE PUBLIC OF A TAX CREDIT APPLICATION
SUBSTANTIAL REHABILITATION & NEW CONSTRUCTION OF AFFORDABLE
MULTIFAMILY HOUSING

Shawnee Affordable Housing Partners LP, Applicant, will submit an Application to the Oklahoma Housing Finance Agency (OHFA) to obtain tax credits on the substantial rehabilitation and new construction of a proposed Development, the name of which will be Shawnee Lofts. Said Development is proposed to be located at 101 East Main in Shawnee (AP Block 27 Lots 11 & 12- Woolworth Building); and a site located at the southwest corner of 9th Street and Philadelphia Avenue (N Phil Choctaw Block 16 S11' Lot 3, Lots 4-9, and Lot 22).

There will be a total of 24 units in the Development:

Of this total, 100 percent will be rent and Income restricted units.

OHFA Trustees will consider this Application at OHFA's November, 2016 Trustees meeting. Trustee meeting dates can be found on OHFA's website, www.ohfa.org.

Any questions regarding this Application may be directed to Norman Seaberg, 20184 Red Oak Court, Tecumseh, OK 74873, (405) 615-1313, normanseaberg@hotmail.com.

For information regarding the hearing of the Application, contact Darrell Beavers, Housing Development Team Manager, OHFA, P.O. Box 26720, Oklahoma City, OK 73126-0720, (405) 419-8261, darrell.beavers@ohfa.org



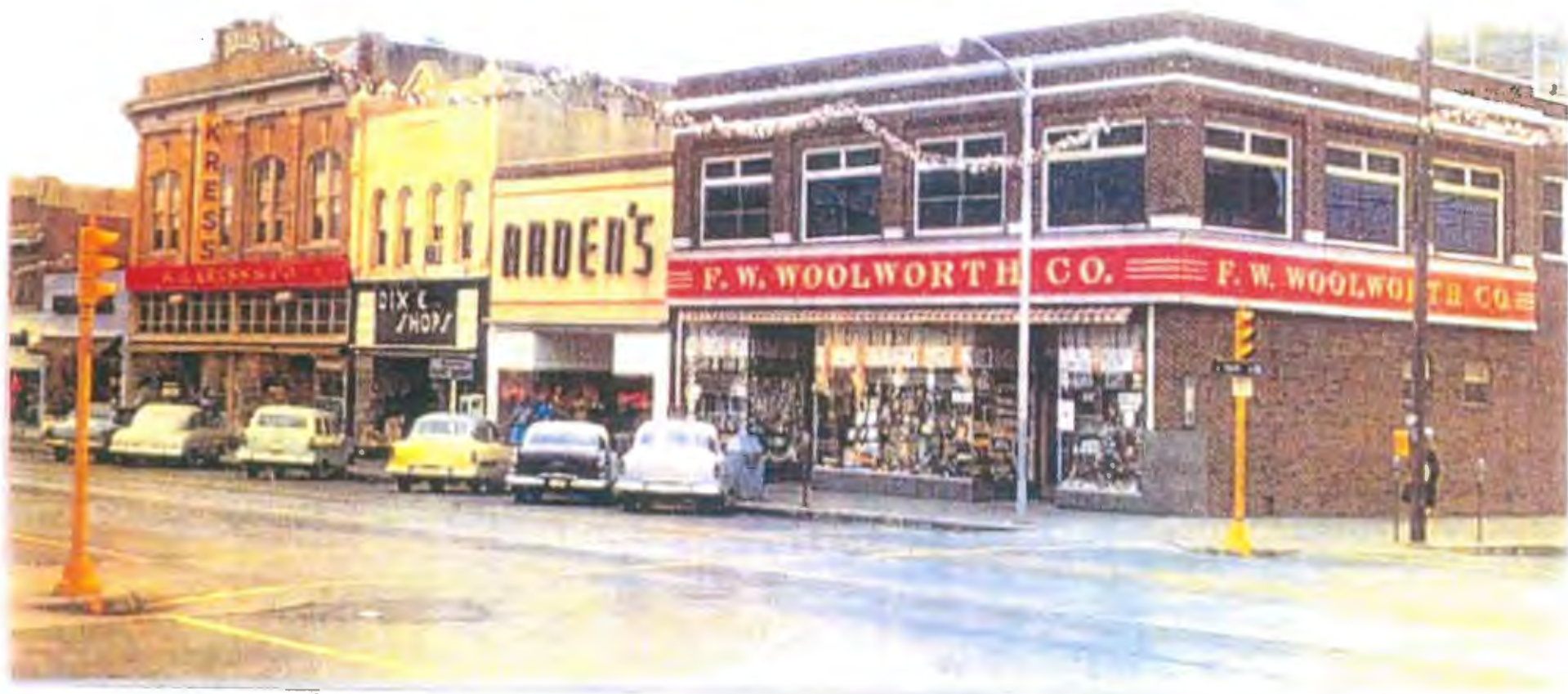
Google earth

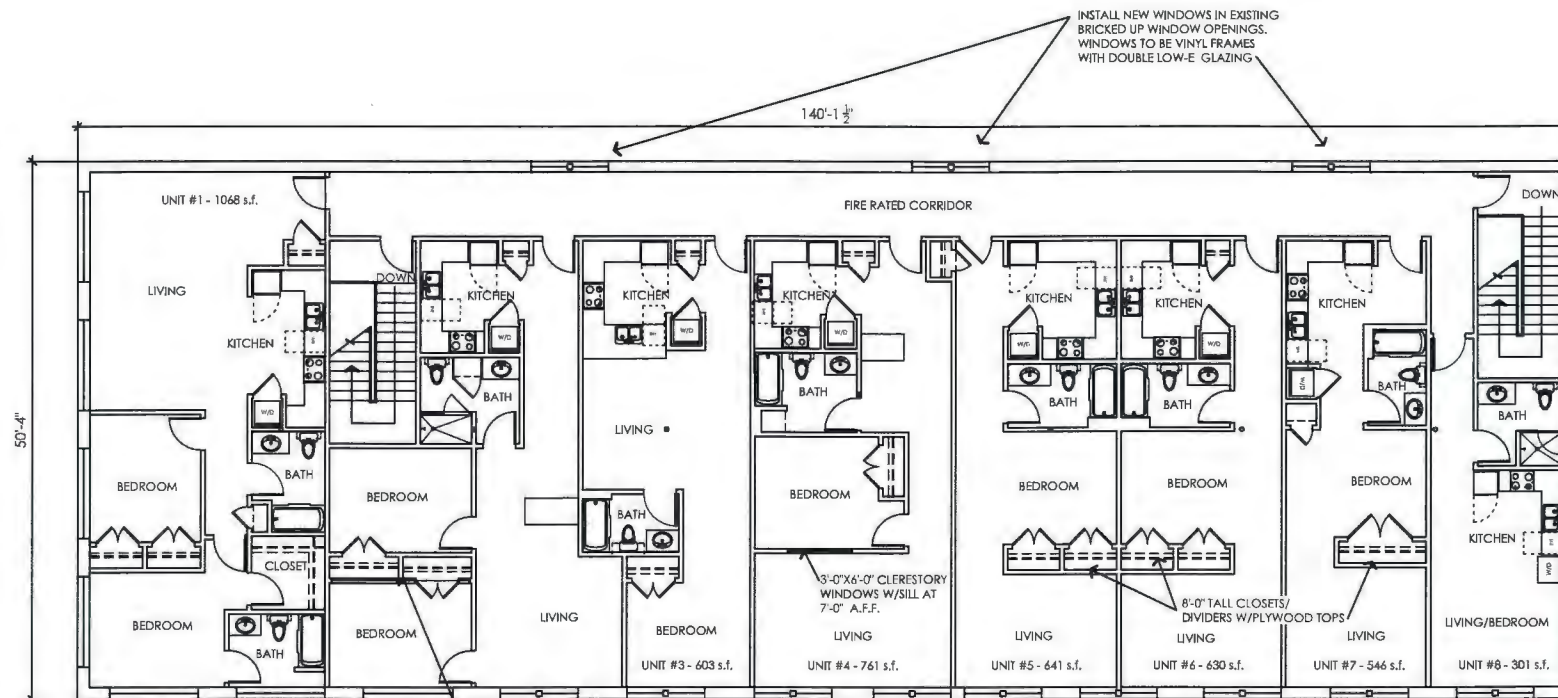
feet 1000
meters 300



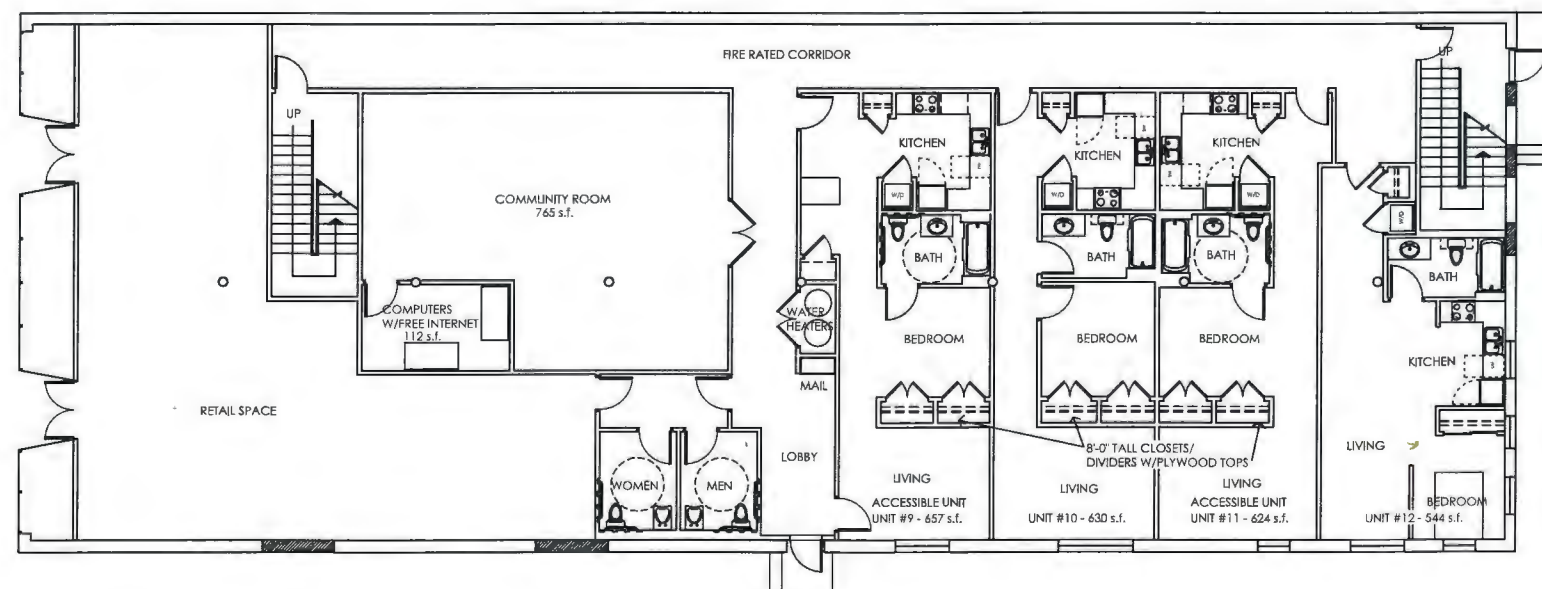
WOODWORTH
BUILDING

TOWNHOUSE
LOTS





SECOND FLOOR PLAN
1/8" = 1'-0"



FIRST FLOOR PLAN
1/8" = 1'-0"

NOTES:

1. ALL HVAC UNITS ARE HORIZONTAL 16 SEER HEAT PUMP SPLIT SYSTEMS. WITH THE CONDENSING UNITS ON THE ROOF AND TO FAN/COIL UNITS SUSPENDED FROM THE EXISTING CEILING ABOVE THE BATHROOM. WE WILL SUSPEND A GYP. BD. CEILING AT 8'-0" AT THE BATHROOMS.
2. ALL DUCTWORK TO BE EXPOSED. DUCTS TO BE SHEET METAL WITH INTERIOR INSULATION.
3. NEW CEILING ELSEWHERE AT SECOND FLOOR TO BE GYP. BD. ON BOTTOM OF EXISTING WOOD RAFTERS.
4. ALL FIRST FLOOR TIN CEILINGS TO BE RETAINED, REPAIRED AND PAINTED. USE CEILING PANELS FROM BATHROOMS TO PATCH.
5. ALL WALLS TO BE 2X4 WOOD STUDS AT 16" O.C. WALLS AT CORRIDOR, STAIRS AND BETWEEN UNITS TO BE 1-HOUR RATED.
6. ALL WINDOWS TO BE REGLAZED IN EXISTING FRAMES WITH 1/8" LOW-E GLASS, AND AN INTERIOR STORM WINDOW GLAZED WITH LOW-E GLASS TO BE INSTALLED.
7. ALL INTERIOR DOORS TO BE 1 3/8" SOLID CORE MASONITE IN WOOD FRAMES. ALL DOORS INTO ROOMS TO BE 3'-0"X6'-8".
7. ALL DOORS FROM CORRIDORS TO APTS. TO BE 20 MIN. RATED WITH SPRING HINGES.
8. HOT WATER TO BE A CIRCULATING SYSTEM WITH TWO 80 GAL. ELECTRICAL HEATERS/STORAGE TANKS AND INLINE PUMPS.
9. ALL NEW WATER LINES TO BE PEX.

PROJECT TABULATION:

- 1 - 2 BEDROOM/2 BATH UNIT
- 1 - 2 BEDROOM/1 BATH UNIT
- 9 - 1 BEDROOM/1 BATH UNITS
- 1 - BEDROOM/1 BATH EFFICIENCY UNIT
- 12 UNITS TOTAL
- 50% OF THE FIRST FLOOR IS RETAIL SPACE

REV	DATE	DESCRIPTION

WOOLWORTH LOFTS
SHAWNEE, OKLAHOMA

H+W
Heiple+Wiedower
Architects Planners
319 Pres. Clinton Avenue
Little Rock, AR 72201
(t) 501-707-0115
(f) 501-707-0118

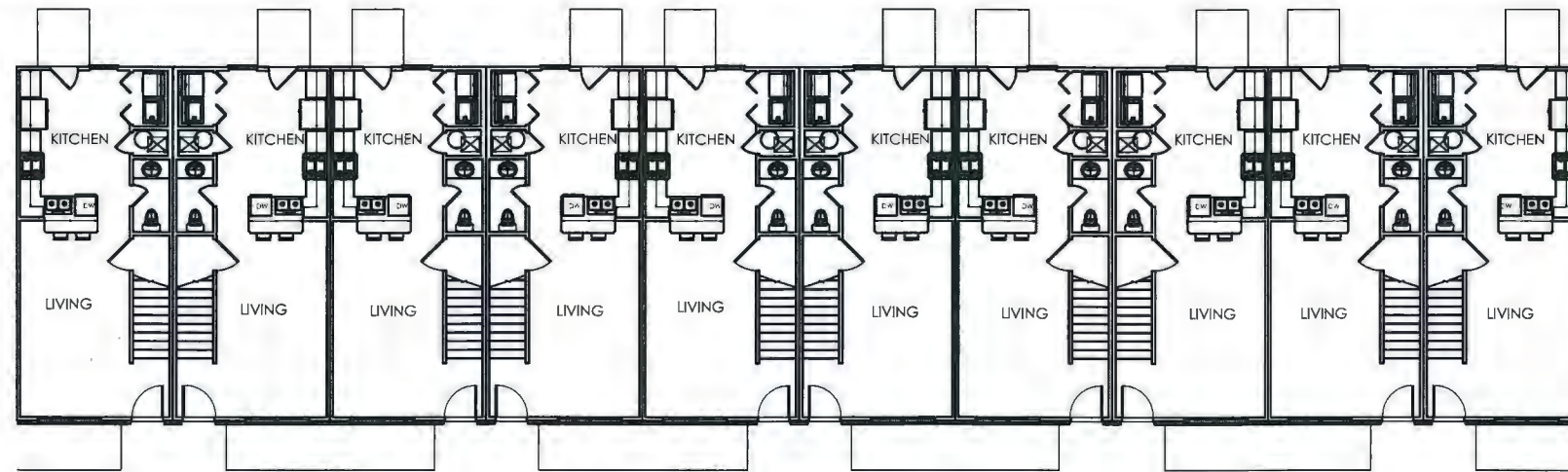
Project No:
HW16-712

Date:
6-6-16

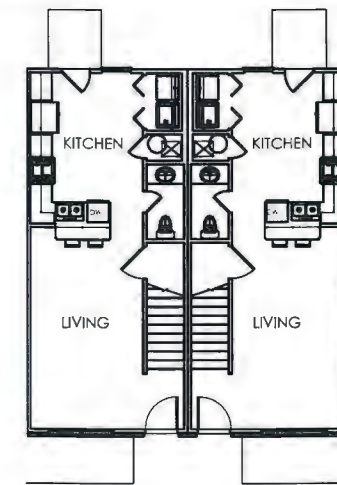
Sheet Title:
FLOOR
PLANS

Sheet No:

A1.1



TEN UNIT FLOOR PLAN
SCALE 1/8"=1'-0"



TWO UNIT FLOOR PLAN
SCALE 1/8"=1'-0"



WEST ELEVATION
SCALE 1/8"=1'-0"



SOUTH ELEVATION
SCALE 1/8"=1'-0"



EAST ELEVATION
SCALE 1/8"=1'-0"

WEST ELEVATION



NORTH ELEVATION
SCALE 1/8"=1'-0"

REV | DATE | DESCRIPTION

Downtown Shawnee Apartments
Shawnee, Oklahoma

H+W
Heiple+Wiedower
Architects Planners
319 Pres. Clinton Avenue
Little Rock, AR 72201
(t) 501-707-0115
(f) 501-707-0118

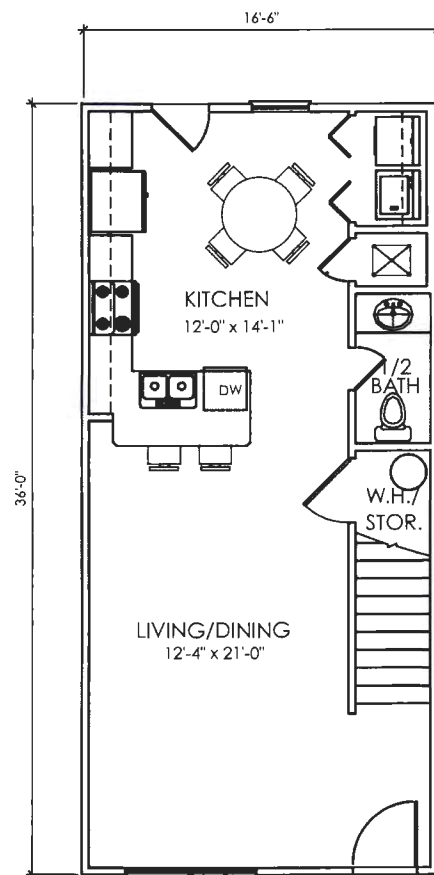
Project No:
HW16-712

Date:
6-6-16

Sheet Title:
BLDG. PLANS/
ELEVATIONS

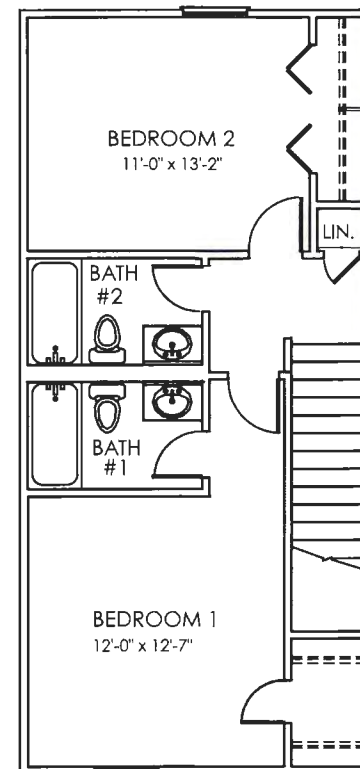
Sheet No:

A1.2



FIRST FLOOR PLAN

SCALE 1/4"=1'-0"
510 SQ. FT. PER FLOOR
1020 SQ. FT. TOTAL



SECOND FLOOR PLAN

SCALE 1/4"=1'-0"

REV	DATE	DESCRIPTION

Downtown Shawnee Apartments

Shawnee, Oklahoma

H+W

Heiple+Wiedower
Architects Planners

319 Pres. Clinton Avenue
Little Rock, AR 72201
(t) 501-707-0115
(f) 501-707-0118

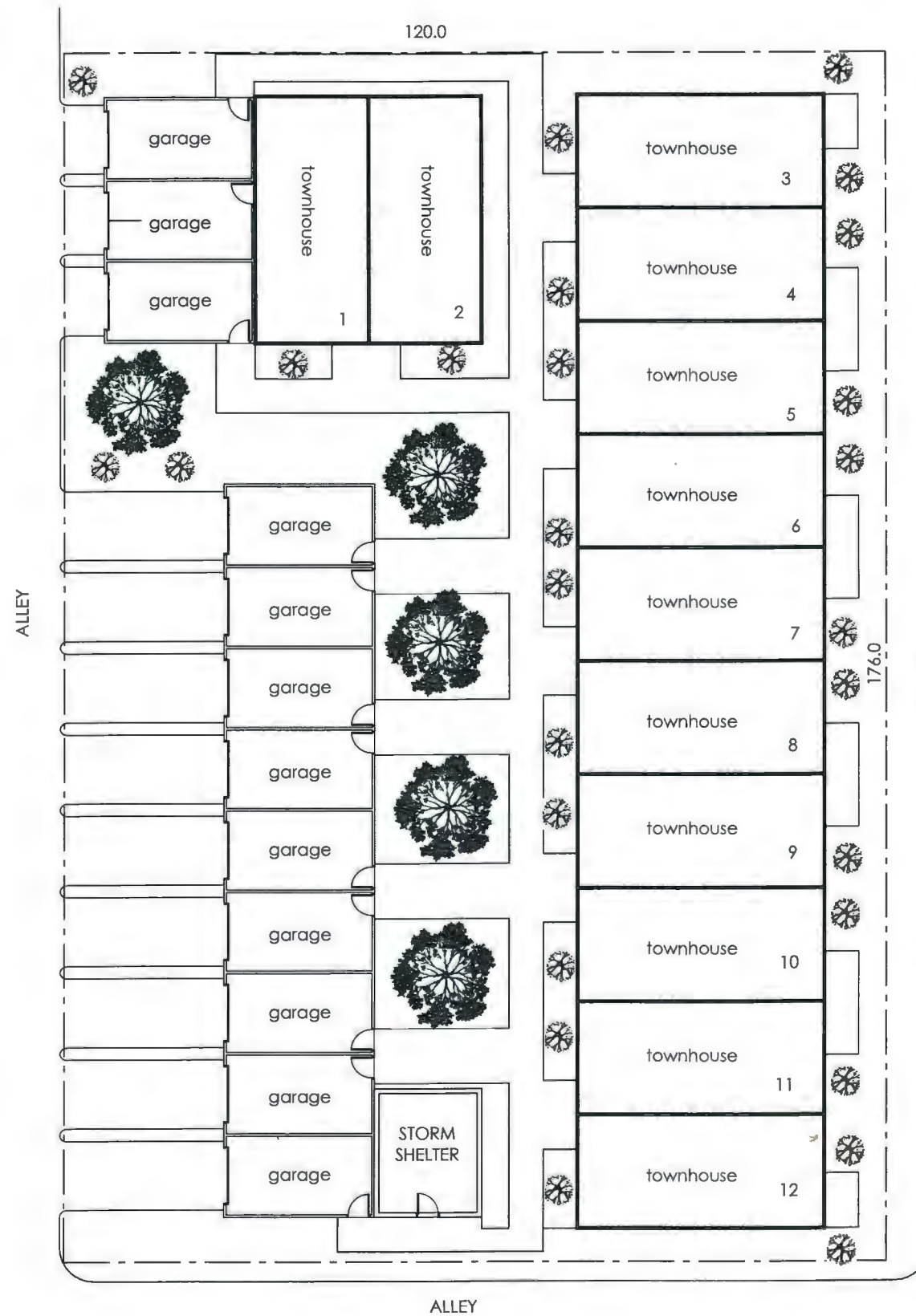
Project No:
HW16-712

Date:
6-6-16

Sheet Title:
**UNIT FLOOR
PLANS**

Sheet No:

A1.1



SITE PLAN
1" = 10'-0"

REV	DATE	DESCRIPTION

Downtown Shawnee Apartments Shawnee, Oklahoma

H+W
Heiple+Wiedower
Architects Planners
319 Pres. Clinton Avenue
Little Rock, AR 72201
(t) 501-707-0115
(f) 501-707-0118

Project No:
HW16-712

Date:
6-6-16

Sheet Title:

SITE PLAN

Sheet No:

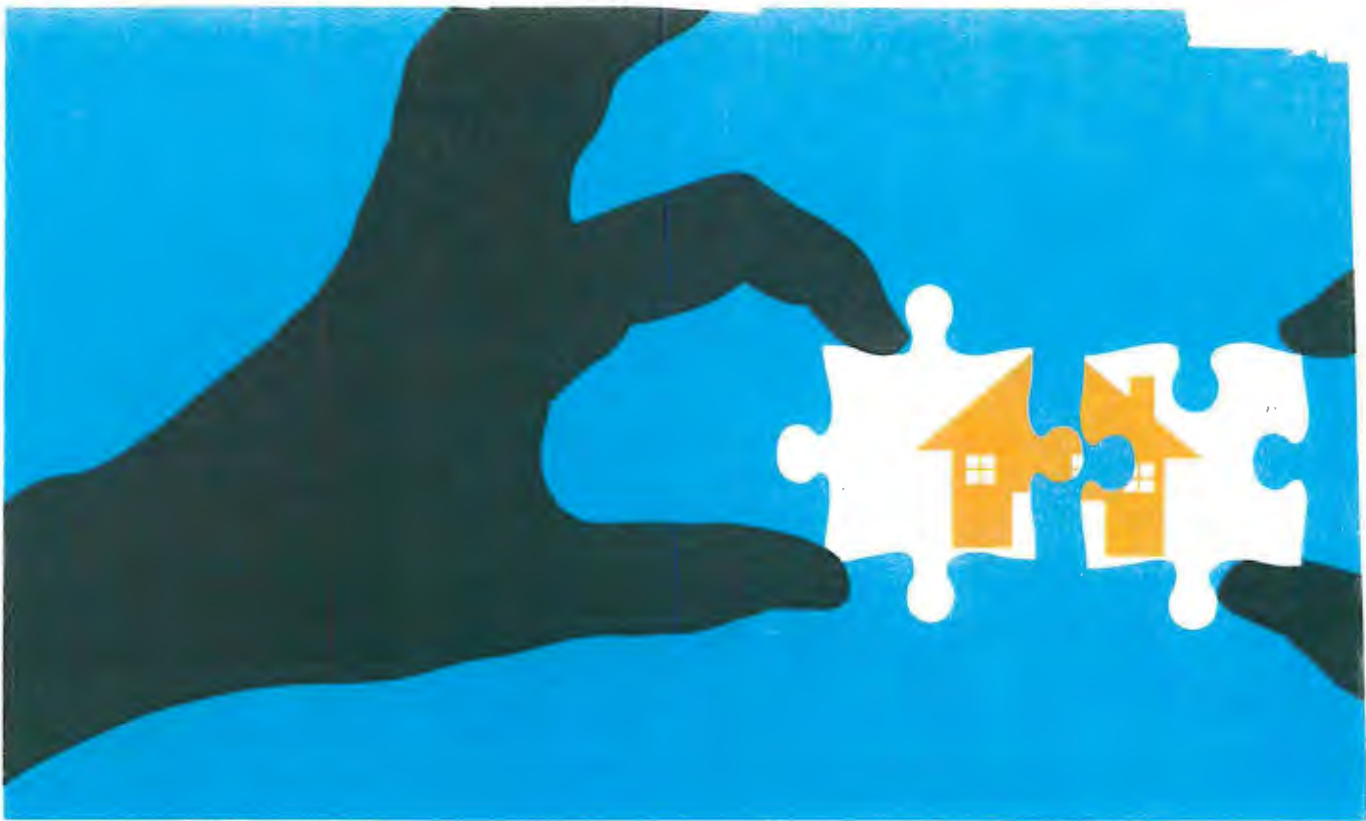
C1.1

2014 LIHTC YEARBOOK

A model program exceeds its mandate



#BXNPGXD *****AUTO**ALL FOR ADC 730
#1100453656/2# 001
MIKE LITTLE
OWNER
WESTCHESTER DEV CO
1901 N KICKAPOO AVE
SHAWNEE OK 74804-2736
E05



A SUCCESSFUL PARTNERSHIP

The low-income housing tax credit (LIHTC) is the main financing tool for developing affordable housing across the country.

The program has produced more than 2.7 million affordable housing units nationwide during its 28-year history. The LIHTC is behind the creation or preservation of approximately 100,000 needed rental homes each year. But perhaps just as impressive is its versatility.

The “Swiss Army knife” of housing programs, the LIHTC is used to meet the unique needs of different communities. It has provided homes for working families, seniors, veterans, disabled individuals, and people who have been homeless. The housing credit has also been critical in rebuilding communities after natural disasters, including Hurricane Katrina and Superstorm Sandy.

Established as part of the Tax Reform Act of 1986 under President Ronald Reagan, the housing credit has earned strong bipartisan support throughout its history. This support was seen most recently when the LIHTC was one of only a few tax expenditures retained in a tax-reform discussion draft released this year by Rep. Dave Camp (R-Mich.), chairman of the House Ways and Means Committee.

In another move, the Bipartisan Policy Center’s Housing Commission has strongly urged that the housing credit be not only preserved but expanded.

The LIHTC is needed because it’s not economically feasible to build affordable housing with restricted rents without a way to make up the difference in what it costs to build a property and the income that can be generated to support the development costs. LIHTCs play a major role in a development’s budget, with developers using the credits to raise the needed equity for the projects and keep down their debt levels.

KEYS TO SUCCESS

The program is unique because it harnesses private-sector investment capital and discipline to make the housing developments true public-private partnerships. As a result, foreclosures have occurred in less than 1 percent of all LIHTC properties, far lower than for any other real estate asset type.

The reasons for the housing credit’s success are multifold:

- Only developments that meet federal and state housing priorities receive credits. Developments also receive only the amount necessary to make them viable.



■ The program is administered at the state level. Although the LIHTC is a federal program overseen by the Internal Revenue Service, each state issues a plan to allocate its credits. This allows the states, with public input, to adapt the program to meet their particular needs. In many states, the demand is three times the supply, so only the best developments are selected.

■ Compliance is closely monitored. Owners are subject to credit recapture for 15 years, and properties generally remain affordable for 30 years or more.

■ Housing credits leverage private capital. The program was designed to provide only a portion of the development cost, not the entire amount, so developers must compete for other funding sources, impressing funders with the quality of their project.

■ There's minimal risk to the federal government. The LIHTC employs a pay-for-performance policy, limiting any risk to the government. The private sector bears the risk, with investors only getting to claim and keep the tax credits if the affordable housing units are built, leased, and maintained as affordable housing throughout the initial 15-year compliance period. Additionally, there is a 15-year extended-use period, with many states requiring longer affordability. **AHF**

ISTOCK.COM/PHOTOCANAL25

HOW THE LIHTC WORKS

The low-income housing tax credit (LIHTC) program is the nation's most successful federal program for the production and preservation of affordable housing.

Its unparalleled record of achievement comes from the public-private partnerships the program demands.

Each state receives a certain amount of LIHTCs from the federal government each year based on its population. In 2014, the per capita amount was \$2.30, with a small-state minimum of \$2.64 million. With public input, states prepare qualified allocation plans that spell out their housing priorities and how they will allocate the credits.

Developers must then compete to win the housing credits. Typically, the demand for LIHTCs far outpaces the supply of credits that a state has to allocate. As a result, states carefully review applications, and only the highest-scoring projects win funding.

After receiving a LIHTC allocation, developers sell the housing tax credits to investors, which raises equity to build their developments. As a result, projects are reviewed again by investors, who bring their private-sector business discipline to the process.

Credits are not earned until a project is completed and operating, so there is minimal risk to the federal government.

To be eligible for LIHTCs, a development must set aside at least 20 percent of the units for residents earning no more than 50 percent of the area median income (AMI) or 40 percent of the units for people earning no more than 60 percent of the AMI. However, the majority of LIHTC properties target 100 percent of the units at 60 percent of the AMI and below.

Developments must remain affordable to residents for many years. They are subject to Internal Revenue Service compliance rules for 15 years, but affordability restrictions remain for 30 years or more.



• NEWSOK.COM | OKLAHOMAN.COM

GOLDEN YEARS

National Historic Preservation Act turns 50 years old

BY RICHARD MIZE
Real Estate Editor
richardmize@oklahoman.com

BUSINESS

SATURDAY, JUNE 4, 2016



The concrete public water trough in Geary served farmers and agricultural tradesmen from 1898 to 1939. It and the well site are on the National Register of Historic Places. [PHOTO BY PAUL HELLSTERN, THE OKLAHOMAN ARCHIVES]

ENID — The National Historic Preservation Act is fit for a 50-year-old. Friends and family of the grandfather of the National Register of Historic Places, federal historic tax credits and other popular programs celebrated its golden anniversary this week in Enid.

Friends? Anyone who's seen a beloved or important site, building or object listed on the National Register, or seen new life, income, jobs and economic development sprout from use of the tax credits.

"Family" is the staff of the Oklahoma Historical Society's State Historic Preservation Office, which owes its existence to the 1966 law. The office organized Preservation is Golden: Oklahoma's 28th Annual Statewide Preservation Conference.

The meeting was at historic Enid Symphony Center, a five-story Italian Renaissance Revival building erected in 1924 as the Enid Masonic Temple.

Even cousins — a step removed but still benefiting from the 50-year-old

law — helped with the celebration: the Oklahoma Department of Commerce's Oklahoma Main Street Center; Preservation Oklahoma Inc.; Main Street Enid Inc., as well as the city of Enid and Visit Enid.

The law, signed by President Lyndon B. Johnson on Oct. 15, 1966, is not necessarily beloved by all, especially the so-called "Section 106 review." That refers to the section requiring federal agencies to consider the effect of their projects on historic properties.

Compliance came slowly over the years and still is too often dismissed, especially by the U.S. Army Corps of Engineers and the Environmental Protection Agency, said Robert Brooks, retired state archaeologist. No agency has even taken responsibility for historic preservation reviews of wind farms, he said.

The point of the reviews isn't to stop projects but to foster history and archaeological research, Brooks said.

The State Historic Preservation Office, a department of the Oklahoma Historical Society, reviews some 3,000 federal construction

SEE ACT, PAGE 2C



HISTORY AT RISK?



Legislative push to end tax credits threatens various restoration efforts

BY STEVE LACKMEYER
Business Writer
slackmeyer@oklahoman.com

The sale of First National Center, the most anticipated redevelopment project in Oklahoma City since the reopening of the Skirvin Hotel, is being delayed until June as the buyers await the outcome of an effort to halt historic tax credits.

The project is one of dozens across the state that were started by developers counting on the tax credits as a way to overcome what are otherwise prohibitively expensive overhauls of beloved old landmarks.

Proponents of the historic tax credits are tracking a half-dozen bills that could curtail or halt the program. The bills are being debated as the state deals with a revenue failure that will leave \$1.3 billion less to spend in the new fiscal year starting in July.

One of the bills seen as the biggest threat, however, Senate Bill 977, was withdrawn late last week by author Mike Mazzei, R-Tulsa. Mazzei, who chairs the Senate Finance Committee, looked at halting the credits as part of an overall two-year freeze on incentives and tax credits as lawmakers have sought to reduce cuts to education, prison staff, mental health and social services.

Mazzei said Friday he decided not to continue his effort after obtaining requested financial estimates for the tax credits.

"As chairman of the Senate Finance Committee, I needed to file a wide range of legislative options to acquire the most recent financial estimates for all of the current tax credit programs," Mazzei said. "I certainly understand the benefits that the Historical Rehabilitation Tax Credit program has brought to many Oklahoma cities. We have no plans to suspend this program even as we are dealing with a significant financial crisis."

The preservation community, however, remains worried as other bills continue to be contemplated and debate continues over how to bridge the state's revenue failures.

Could be devastating

Catherine Montgomery, a preservation architect who oversaw planning for redevelopment of the Osler Building into the Ambassador Hotel in Midtown, is a veteran consultant on historic tax credit projects who warns any cuts to the program will devastate towns throughout the state.

"We are currently working with developers and contractors in Bartlesville, Tulsa, Muskogee, McAlester, Claremore, Sapulpa, Atoka, Madill, Guymon, Alva, Guthrie, Edmond and Oklahoma City," Montgomery said. "Many of these projects will not happen if we don't retain the preservation tax credits."

In addition to First National Center, other projects relying on the continuance of the tax

The Tower Theatre is seen in Oklahoma City. [PHOTO BY CHRIS LANDSBERGER, THE OKLAHOMAN]

SEE CREDITS, PAGE 3C

Credits: Projects help the state with tax revenues and jobs

History at risk?

Records assembled from the State Historic Preservation Office indicate 33 building restoration projects worth more than \$101.3 million are pending approval and could be in jeopardy if historic tax credits are put on hold. The list does not include First National Center in Oklahoma City, which is set to sell this spring to buyers who say they need the historic tax credits for redevelopment of the landmark into a hotel, retail center and housing.



SOURCE: Wiggin Properties

HISTORIC UNDERTAKINGS

The following Oklahoma City projects are either pending or under construction and rely on historic tax credits. All of the properties were seen as either a blight to their neighborhoods or a means to reviving their surrounding areas, and all are being added to the National Register of Historic Places.

Name of project: The Tower Theatre
Address: 425 NW 23, built in 1932
Total investment: \$7 million



credits include the Sunshine Laundry conversion into a brewery and redevelopment of the historic Page-Woodson school in northeast Oklahoma City into housing and a community center.

The school at 600 N High Ave. was abandoned in 1993 and has been a blight to the surrounding John F. Kennedy neighborhood for the past 20 years. Ron Bradshaw bought the building last year with a business plan that included using \$3 million in historic tax credits.

"The building is unusable," Bradshaw said. "It has extensive water damage, extensive deterioration."

The building, however, is a historic landmark, built in 1910 and once home to Douglass High School, a historic anchor in the black community. The \$28 million development is to turn a blighted property into 128 affordable-rate apartments, a 750-seat auditorium and more than 15,000 square feet of commercial space.

"The completion of this project will kick off an additional \$45 million investment in affordable and market-rate residential projects," Bradshaw said.

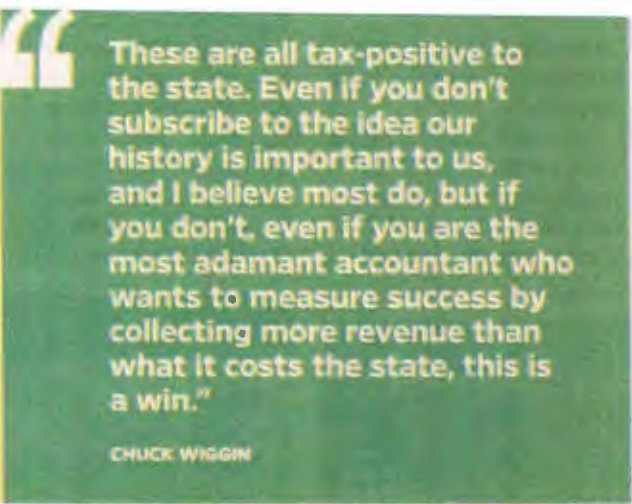
Spurring more development

Such spin-off is not uncommon. The \$54 million redevelopment of a 1916 Ford Model T assembly plant in Film Row into a 21c Museum Hotel required historic tax credits, but the impact goes beyond the project itself. In response to the development in what was a run-down west fringe of downtown, The Pivot Project partnership started up redevelopment of the Main Street Arcade and plans to renovate the blighted Sunshine Cleaners.

Developers Andy Burnett and Mark Beffort, meanwhile, are set to build apartments, retail and structured parking on lots surrounding the 21c Museum Hotel while a restaurant and event venue, The Jones Assembly, is already under construction to the south of the hotel.

The hotel itself will open with 115 new jobs and will include a contemporary art gallery open free to the public. Clay Moss, managing director at Hall Capital, a partner in the 21c and the Burnett and Beffort projects, said the 20 percent state and 20 percent federal historic tax credits were key to the development getting started.

"This project simply would not have happened without State Historic Tax Credits; in fact, 21c would not have come to this market without the program in place," Moss said. "Look at how many jobs this project has created, not only the hundreds of construction jobs in a difficult economy, but also the 115 permanent jobs that the hotel and



restaurant will create."

Tulsa tales

Similar stories are taking place in Tulsa, with Amanda DeCort, executive director of the Tulsa Foundation for Architecture, tracking a \$30 million project put on hold due to the uncertainty over the tax credits created by the proposed legislation.

A moratorium, she said, would bring some projects to "a screeching halt."

"There are lot of projects that are just starting and others that are 18 months into a two-year process," DeCort said. "For those who are just starting, they are saying without the tax credits, they just won't. One developer has said 'I will just list this building for sale and I am out.' That's a big problem when you have a credit that creates revenue for the state and makes private investment happen."

Other pending projects in Tulsa include renovation of the Palace Building into apartments and the 400 South Boston Building conversion into a hotel.

Projects on Montgomery's list, meanwhile, include the Berryhill Building in Sapulpa, the Aldridge Hotel in McAlester and the Will Rogers Hotel in Claremore.

"A lot of times banks won't lend unless you have a certain amount of equity or saying you will have these credits or we won't fund it," DeCort said. "The impact is wide reaching. We are starting to see it used a lot in smaller towns. It's not a smaller versus urban."

Jobs at risk

Stan Lingo has emerged as the leading contractor who can tackle some of the state's toughest old building rehabilitations.

Lingo's projects that relied on historic tax credits include the 21c Museum Hotel, the Main Street Arcade, the Tower Theatre, the Guardian Building and the Buick and Packard buildings along Automobile Alley.

The toughest job of all was the rebuilding of one of downtown's old-

est buildings, the Hotel Marion, built in 1904, into apartments. The Marion was in dire condition and the owners feared it would collapse during earthquakes and high winds.

Even with the historic tax credits, Lingo said, the Hotel Marion project was only possible because it was a labor of love for its owner, Bob Howard.

Such projects, Lingo said, "are pretty rare."

"Most existing building renovations must have the historic tax credit to make sense, especially on projects driven by a return on investment," Lingo said. "Without the tax credits, it's not financially possible. We would have to tear it down and start off with a clean site."

Lingo has seen how the tax credits have benefited his own company, which expanded from five to 25 job superintendents, and added to property tax rolls and vibrancy along small town Main Streets throughout the state.

"In projects I have that are looking forward, we have on the books over 800,000 man-hours of combined Lingo and subcontractor labor," Lingo said. "That's going forward if this program stays in place. And that 800,000 man-hours turns into 2,400 construction jobs."

Doing the math

Advocates for keeping the state historic tax credits add those proposing to put the tax credit on hold need to look at the overall math.

An analysis prepared last month by the Oklahoma Tax Commission indicates the proposed moratorium's potential impact would total \$1,055,000 next fiscal year and \$2,110,000 for the 2018 fiscal year. Meanwhile, 34 projects are proposed in towns outside of Oklahoma City and Tulsa in which total development, pending the credits, total \$101.3 million.

"Killing these credits will not save this budget. It will kill jobs, and it will have no impact on the budget at all," DeCort said. "That doesn't make

sense."

Chuck Wiggin, who assembled the statewide analysis of pending historic tax credit projects, warns the damage from ending the program will devastate large cities and small towns alike.

"The evidence is all around us. You can go to any downtown across the state and see these wonderful old buildings sitting empty, decaying, and nobody does anything with them," Wiggin said. "The cost of doing something with them is greater than tearing them down and replacing them with a parking lot."

Wiggin said it took years for developers to learn how to use the tax credits and start to save treasured community landmarks.

"The Main Street programs all thrive on the availability of this credit," Wiggin said. "Oklahoma City, Tulsa, Lawton, statewide, these credits have been the biggest single factor in enabling people to restore our heritage and prevent it from being lost to future generations."

But are they financially beneficial to the state's budget?

Wiggin says yes, and argues any analysis of the economic impact must include property taxes that flow to schools, libraries and towns, sales taxes and hotel taxes generated by projects including the Ambassador Hotel, Skirvin Hilton and 21c Museum Hotel in Oklahoma City and Mayo Hotel in Tulsa, the construction jobs and permanent resulting jobs.

Wiggin estimates the state recovers most historic tax credits within five to six years.

"These are all tax-positive to the state," Wiggin said. "Even if you don't subscribe to the idea our history is important to us, and I believe most do, but if you don't, even if you are the most adamant accountant who wants to measure success by collecting more revenue than what it costs the state, this is a win."

Name of project: Main Street Arcade
Address: 629 W Main, built in 1930
Total investment: \$6.75 million



Name of project: Sunshine Cleaners Building
Address: 1000 NW 1, built in 1928
Total investment: \$3.8 million



Name of project: Page Woodson School (Old Douglas High School)
Address: 600 N High, built in 1910
Total investment: \$28 million



Name of project: 21c Museum Hotel
Address: 900 W Main, built in 1916
Total investment: \$56.4 million

[OKLAHOMAN ARCHIVES PHOTOS]

2016

OUTLOOK

GOING FOR THE GOLD



Uptown project partners continue redeveloping blighted properties

BY STEVE LACKMEYER

Business Writer

slackmeyer@oklahoman.com

At a time when much of the new urbanist discussion is focused on the Millennial Generation, three members of Generation X are making a name for themselves turning blighted properties into urban core hot spots.

David Wanzer, Ben Sellers and Jonathan Dodson, partners in The Pivot Project, didn't start out with a grand plan of working together. But after being tagged as "the Tower trio" by fans of their redevelopment of the Tower Theatre in Uptown, the three listened to the market and decided to give their team some permanence.

Now their portfolio includes not just the Tower Theatre, but also the Main Street Arcade, apartments at NW 23 and Robinson Avenue, apartments and retail in the Plaza District, conversion of warehouse space into offices and retail at Farmer's Public Market, and redevelopment of the Sunshine Cleaners at NW 1 and Classen Boulevard.

Each partner brings a distinctly different resume to the



[PHOTO BY DOUG HOKE, THE OKLAHOMAN ARCHIVES]

Developers Ben Sellers, Jonathan Dodson and David Wanzer are redeveloping the Tower Theatre in Oklahoma City. [PHOTO BY CHRIS LANDSBERGER, THE OKLAHOMAN]

venture.

Wanzer started with designing and redeveloping buildings in Film Row, followed with his own construction of contemporary homes near Classen Curve. Sellers was a lending officer with the Department of Housing and Urban Development who then redeveloped the Mesta Building at 600 NW 23 into a mix of



offices and retail. Dodson was a banker who financed several high-profile urban core developers.

"It's a great partnership simply because we have such a varied background," Wanzer said. "My primary career has been with design, Jonathan with banking and Ben with multi-family housing and appraisal

work. We all knew each other and we all have a passion for urban OKC. It's important we have that varied background because we approach projects from different perspectives."

The partnership started in 2014 as Wanzer was tackling a historic redevelopment of the Main Street Arcade at 629 W Main and Sellers was planning

a mix of retail and apartments in the Plaza District. The two teamed up first to buy a former tire shop at NW 6 and Classen that now is being redeveloped into restaurants and retail.

"My focus was urban infill projects and I met Jonathan and David through ULI (the Urban

SEE TOWER TRIO, PAGE 3

Regular Board of Commissioners

8.

Meeting Date: 06/20/2016

Capital Assets Policy

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution for a Capital Assets Policy.

Attachments

Capital Assets Policy Memo

Capital Assets Policy Reso

Capital Assets Policy



Date: June 14, 2016
To: Honorable Mayor and City Commissioners
From: Cynthia S. Arnold 
RE: Capital Asset Policy

Attached is a Capital Asset policy that we are asking the commission to adopt. We currently capitalize asset over \$2,500 and it is the recommendation of the GFOA (Government Finance Officers Association) that we increase the threshold to \$7,500. At this time staff feels more comfortable at the \$5,000 threshold since we are a smaller entity.

Staff has worked diligently to get a good handle on our assets. We have been in the field taking pictures of our items, tagging everything and make sure everything is accounted for. We wouldn't have been able to do this without the cooperation of the other departments.

Staff recommends approval of this policy



Capital Asset Disposal Form

Auction Tag Number

Fixed Asset Number

Bar Coded Tag not Metal Tag

GFA ☐ SMA ☐ Airport ☐

Item: _____

Description: _____

Brand Name: _____

Serial/VIN Number: _____

Model: _____

Unit Number: _____ Mileage: _____

Approved by: _____

Must be signed by the Department head

DISPOSITION

Date Declared Surplus by the City Commission _____

Scrapped (☐) If scrapped, please explain why in notes below.

Auctioned (☐) Date Auctioned: _____

7UDGH,Q Salvage Value: _____

Book Value: _____

Depreciation Value: _____

Gain/Loss of Value: _____

Notes: _____



Capital Asset Addition Information

Fund: Dept. Name: Asset Label NO.

GL Account:

Asset Description:

Manufacturer:

Year:

Model:

Make:

Primary Location:

Secondary Location:

Type of Asset: NONE

Original Cost:

Date Acquired:

Vendor:

PO#:

Serial Number:

Estimated life of asset (in months):

Additional Information:

Submitted By:

Date:



Capital Fixed Asset Transfer

Asset Number: _____ Asset Description: _____

Make/Model: _____ Serial# _____

Transfers:

	CURRENT	FUTURE
Department Name:		
Department Account Number:		
Department Location:		

Released By: _____ Received by: _____

Date: _____ Date: _____

Complete and return this form to the accounting office whenever an asset is transferred to another department.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SHAWNEE, OKLAHOMA, APOTPING A
CITY COMMISSION POLICY RELATING TO CAPITAL ASSETS OF THE
CITY OF SHAWNEE, OKLAHOMA

WHEREAS, The City of Shawnee recognizes the important of identifying
and accounting items purchased and donated, and

WHEARAS, The City Commission believes it is in the best interest of the
City to have a policy in place to guidance for accountability of the City's Capital
Assets, and

WHEREAS, The City Commission believes it is in the best interest of the
City to set a threshold of \$5,000 for the accountability of the City's capital assets.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONER OF THE CITY OF SHAWNEE,

SECTION 1: That the City Commission herby adopts the Capital Asset
policy attached as Exhibit A and made part of this Resolution.

Dated this _____ of June, 2016

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

CITY OF SHAWNEE CAPITAL ASSETS POLICY

PURPOSE:

The purpose of this policy is to define and control Capital Assets for the City of Shawnee. This policy provides guidelines that will 1) provide consistent and uniform control and accountability over the City's assets, and 2) assist departments in gathering information needed to assist the Finance Department in maintaining accurate accounting records. These policies and procedures are the minimum requirements for capital asset record keeping. The City must maintain detailed records in order to comply with the Generally Accepted Accounting Principles (GAAP). These records must comply with the reporting requirement related to the Governmental Accounting Standards Board (GASB); Statement 34.

PROCEDURES:

The following procedures are established for the acquisition, transfer, and disposal of Capital Assets.

I. DEFINITION

- A. A Capital Asset is any item with a monetary value of \$5,000 or more and a useful life of over one year. Capital Assets include property, equipment, plant and infrastructure.
- B. An addition or improvement to an existing Capital Asset will be considered as a Capital Asset purchase. An addition is a physical addition that did not exist as part of the original Capital Asset. An improvement consists of replacing some significant part that results in an increase in the overall original life or value of the original asset.
- C. The Finance Department will make the final determination as to whether or not an item is a capital asset. The Finance Department reserves the right to capitalize items below the limit, at their discretion.

II. VALUATION

Capital assets will be accounted for at cost, or if the cost cannot be determined, at estimated cost. The cost of a capital asset includes not only its purchase price or construction cost, but also any charges necessary to place the asset in its intended location and condition for use. These extra charges include such costs as freight, transportation charges, and site preparation expenditures. Construction cost includes materials as well as labor. Donated fixed assets will be recorded at their estimated fair market value at the time received. When an item is donated, a statement from the donor should accompany the item stating that the item is being donated to the City by the donor and what the donor estimates the value of the item is at the time of donation. Donations with valuations above \$5000 are presented to City for acceptance.

III. RESPONSIBILITY

- A. Department Directors are responsible for inventory and control of all Capital Assets in their department. Division Supervisors are immediately responsible for control and accountability of all Capital Assets on their inventory.
- B. The Finance Department is responsible for maintaining inventory records and for performing an audit (inventory) of capital assets. Equipment Services is responsible for obtaining tags and registration for City vehicles.
- C. The Finance Department is responsible for disposal of capital assets.
- D. The Equipment Services Superintendent determines the disposition of motive equipment, inspects motive equipment upon acquisition, maintains maintenance records, and prepares vehicles for auction.

IV. ACQUISITION

Capital assets may be acquired by outright purchase, construction, lease-purchase agreement, installment purchase contract, or donation. All acquisitions must follow the City's purchasing policies and City Charter. Items purchased outright or donated will be recorded at time of acquisition. Items purchased on a lease-purchase agreement or installment purchase contract will be recorded at the completion of the agreement. Items that are constructed in the Department will be placed on inventory at the completion of construction. Capital Assets should be valued at cost-including all ancillary charges necessary to place the asset in its intended location and condition for use. Once asset is received, an asset requisition form is to be filled out by the department and returned to the finance department. Once received, finance will assign an asset tag number and will enter information into the capital asset system.

V. TRANSFER OF CAPITAL ASSETS

- A. A capital asset may be transferred from one division to another within the same department. The Department Director or Division Supervisor is the approving authority for this type of transfer. Equipment Services must be notified of all transfers in order to maintain correct vehicle records.
- B. The losing division is responsible for submitting an Inventory Transfer form to Finance to affect the transfer. Both the gaining and losing Division Supervisor as well as Equipment Services must sign/date the form. For interdepartmental transfers, both losing and gaining Department Directors and the City Manager must also sign.
- C. Upon receipt of the form, Finance will enter the changes.

VI. DISPOSAL OF CAPITAL ASSETS

Capital assets disposals must be approved by the Commission prior to disposal. Disposals of assets can be by the means of an auction (on-line or in-person), sale through sealed bidding, trade-in, scrapping, or administrative action by the City Commission. The losing division must submit to the Finance Department the Asset Disposal Form for any item disposed of under this section.

- A. Sale by Auction: The City has auctions each year to dispose of surplus property. Prior to the auction date, divisions will deliver property to the Public Works Service Center or designated place. An Asset Disposal Form will be forwarded (to the Finance Department with the property description so that it can be removed from the division's inventory records.
- B. Sale by Sealed Bids: Department Directors will request sale of surplus property through sealed bids, administer the bidding process, and prepare an agenda item for City Commission consideration.
- A. Trade-in: A Department Director and/or Division Supervisor and/or Equipment Services may believe that an item will be of more value to the City if used as a trade-in. If this option is decided upon, the appropriate Department/Division must identify the item as a trade-in so that it can be included in the bid packet for the replacement item. City Commission must approve the bid and new purchase, including the proposed trade-in.

- B. Scrapping: If a Department Director and/or Division Supervisor and/or Equipment Services determine that an item no longer has value, and would not provide revenue through sale, the item can be scrapped or otherwise destroyed. An Inventory Control Form must be submitted to the Finance Department.
- C. Administrative Action: If an item is lost, stolen, or destroyed, the Division Supervisor must fill out a Report of Lost/Damaged Property (Attachment D). A police report must accompany the Report of Lost/Damaged Property if the item has been stolen. The report is forwarded through the Department Director and Finance Department then to the City Manager. Upon approval by the City Manager, the Finance Department will remove the item from the inventory, and so advise the Department Director and/or Division Supervisor and/or Equipment Services.

VII. ANNUAL INVENTORY

A physical inventory of capital assets will be performed by each division at least once a year. The Finance Department will coordinate the date and time of the inventory with the Department Supervisor.

The Department Director and/or Division Supervisor will be responsible for conducting an inventory of their respective areas. The Finance Department will send an inventory list to the appropriate division with a memo instructing the division to check for possession of items listed. The Department Director and Division Supervisor will sign and date the completed inventory and return the list to the finance department.

Capital Asset Categories - Fixed assets of the City are grouped and reported in the financial statements in one of the following major categories: land, buildings, improvements other than buildings, machinery, furniture and equipment, utility property and improvements, and infrastructure.

Land - Includes real property that generally includes both the surface and the contents of the land. Right to land may include full ownerships, accompanied by deed and abstract of title. There may also be land interests or rites of passage such as easements, and air rights. All of which require outlay and/or common law procedures.

Buildings - A facility used to house and safeguard public property and personnel.

Improvements other than Buildings - Improvements are also realty and those not attached or mounted on or in a building are normally considered improvements not chargeable to land or buildings

Machinery, Furniture, and Equipment - This category usually refers to furniture, rolling stock (vehicles) and machinery. Equipment in legal terms refers to personal property subject to chattel mortgage. The intended use of the equipment by the owners determines this classification. Machinery, furniture, and fixtures that are attached to land, building, or improvements in such a way that removal alters the intended use of the facility are a part of the land, building or improvement to which attached.

Utility Property and Improvements - This category includes capital assets, which are used to provide a utility service (e.g. water, wastewater and sanitation) and do not fit into the other fixed asset categories. Examples are water and sanitary sewer mains, treatment plants and pumping stations.

Infrastructure - These assets include roads, bridges, dams, tunnels, curbs, gutters, streets, sidewalks, drainage systems, lighting systems, fire hydrants, and similar assets that are immovable and of value only to the City.

Depreciation - Depreciation is the allocation of the acquisition costs (less estimated salvage value) of a fixed asset to operating expense over the expected useful life of the assets.

Depreciation Method - The City will use the traditional straight-line method of depreciation. The traditional straight-line method calculates an equal monthly charge to depreciation expense for each individual fixed asset based on the expected useful life of the asset.

Buildings	40 years
Improvements	20-30 years
Infrastructure	20-100 years
Furniture, Equipment and Vehicles	3-10 years

Non-Depreciable Assets - The cost of land and land rights is not depreciated unless there is a limited term usage.

General Ledger Accounting - Depreciation will be calculated automatically by the system for all depreciable fixed assets. However, for general ledger accounting

purposes, depreciation expense will be recorded in the general ledger until at the end of the fiscal year.

If, during the inventory or at any other time, an item cannot be located:

- A. The Division Supervisor will complete a Lost/Damaged Property Report and forward through the Department Director, Finance Director, and/or City Manager
- B. The City Manager will review, and take appropriate action and Finance will delete the item from the inventory.

RESPONSIBLE

DEPARTMENT: Finance

Justin Erickson, City Manager

Date

Regular Board of Commissioners

9.

Meeting Date: 06/20/2016

Surplus Vehicles to McLoud

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution to surplus certain City of Shawnee vehicles and donate to the City of McLoud.

Attachments

Surplus Vehicles Memo

Surplus Vehicles Pic

Surplus Vehicles Reso



Office of the Director of Operations

Date: June 14, 2016
To: Mayor and City Commissioners
From: James Bryce, Director of Operations
RE: Surplus and Donation of two vehicles to the City of Mcloud

Nature of the Request:

Staff requests permission to surplus and donate two vehicles to the City of Mcloud

Staff Analysis, Considerations:

The City of Shawnee has taken two vehicles out of service and replaced them with new units. The City of Mcloud has asked if we would be willing to donate the vehicles to them.

Vehicle 1:

Unit #1832 is a 1992 GMC 2 door 2500 with a service bed. Vin. #1GDGC24K3NE546326
Vehicle was purchased by SMA and replaced in 2011 where the Street Department took it and then replaced it in 2012. Vehicle has 133,849 miles.

Vehicle 2:

Unit #1833 is a 1992 GMC 2 door GMC 2500 4x4 with a service bed. Vin #1GDK24K8NE548978

Vehicle was purchased by SMA and replaced in 2008 where the Street Department took it and then replaced it in 2016. Vehicle has 93,420 miles.

The City of Shawnee has no use for these vehicles and would look at auctioning them off in November for an average profit of \$500.00 to \$1000.00 ea. Mcloud would add them to their fleet to use. They currently have three running vehicles in PW.

Recommendation:

It is staff's recommendation to surplus and donate the two vehicles to the City of Mcloud.

Budget Consideration:

Donation of vehicles does not affect the City's budget.



Unit 1833



Unit 1832

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE DONATION OF SAID ITEMS TO THE CITY OF MCLOUD.

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

That the items of personal property are described as:

1. 1992 GMA 2500 with service bed
COS Unit No. 1832
VIN 1GDGC24K3NE546326
2. 1992 GMC 2500 4x4 with service bed
COS Unit No. 1833
VIN 1GDK24K8NE548978

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 donate these items to the City of McCloud.

Adopted this 20th day of June, 2016

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

10.

Meeting Date: 06/20/2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received June 2016.

Attachments

Sales Tax June 2016



Date: June 13, 2016
TO: Mayor and Commissioners
From: Cynthia S. Arnold, Finance Director *CSA*
Subject: June sales tax and use tax collections

Sales Tax Collections:

June sales tax collected was \$1,437,412 which will be divided to the following funds:

General	\$958,275
Capital Improvements	\$185,666
Street Fund	\$209,622
Economic Development	\$ 23,957
Police Sales Tax Fund	\$ 29,946
Fire Sales Tax Fund	\$ 29,946

Compared to June 2015 we are down \$732

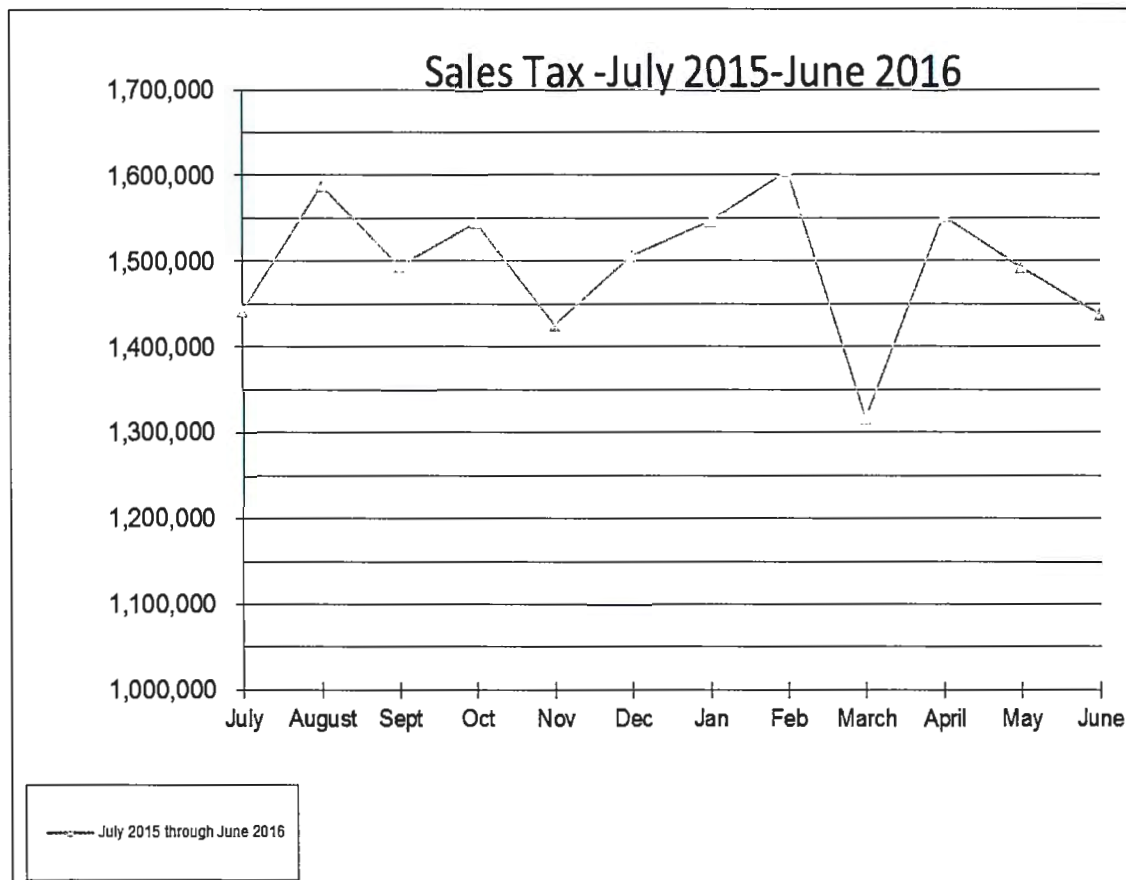
General Fund Use Tax:

The June collections were \$124,190 or 95.24% higher than June 2015 of \$63,609.

Total Use tax Collected to date is \$1,436,590 compared to same time last year of \$1,315,695 or 9.18%- April of 2015 there a one time from the Pipeline of \$217,118. If this is backed out then we are 30.76% over last year.

May 2016 top sales tax codes compared to May 2015 (Deposited by June 10th)

		2016	2015	
Retail Trades	44-45	877,606	890,634	-1.46%
Accommodations and food service	72	263,498	268,456	-1.85%
Wholesale trades	42	97,791	80,524	21.44%
Utilities	22	54,156	62,849	-13.83%
Information	51	54,910	61,864	-11.24%
Unclassified	unc	37,536	24,196	55.13%
Manufacturing	31-33	16,334	19,123	-14.58%
Other Services	81	12,761	12,028	6.10%
Real Estate Rental and Leasing	53	17,072	15,828	7.86%
Professional	54	1,209	5,763	-79.02%
Arts & Entertainment	71	4,884	5,145	-5.08%
		\$ 1,437,757	\$1,446,410	



Regular Board of Commissioners**11. a.**

Meeting Date: 06/20/2016

Bids Rehab Asphalt Award

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

FY15-16 Rehab Asphalt Streets Project, Contract No. COS-PW-15-05 (Award)

Attachments

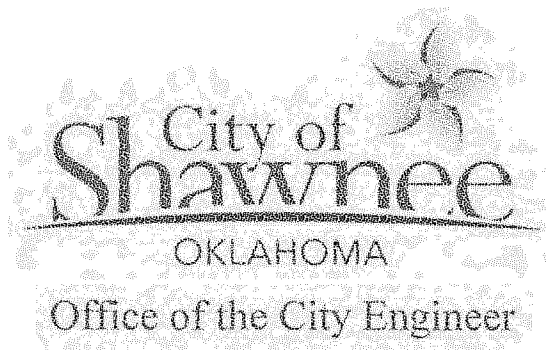
Rehab Asphalt Award Memo

Rehab Asphalt Award Bid Tab

Rehab Asphalt Award Notice

Rehab Asphalt Award Notice Mailed to List

Rehab Asphalt Award Plan Holders



MEMORANDUM

Date: June 16, 2016

To: Justin Erickson, City Manager

From: John Krywicki, P.E., City Engineer

A handwritten signature in black ink, appearing to be "JK", is written over the "From:" line.

RE: Award Recommendation—Contract: COS-PW-15-05

FY15-16 Rehab Asphalt Streets Project

We opened bids for the above referenced project at the June 6, 2016 City Commission Meeting and received two bids from Contractors. The bid tabs have been prepared (attached) and reviewed by Staff.

At the June 20, 2016 City Commission Meeting, staff will recommend awarding the project to Haskell-Lemon Construction in the dollar amount of \$588,144.00 as the lowest and best bid received on approval.

If you have any questions or need additional information, please advise.

COS-PW-15-05
FY 15-16 REHAB ASPHALT STREETS PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY. NO.	UNIT	HASKELL LEMON UNIT PRICE	HASKELL LEMON TOTAL	RUDY CONSTRUCTION UNIT PRICE	RUDY CONSTRUCTION TOTAL
1	202(C)	UNCLASSIFIED EXCAVATION	500	C.Y.	\$ 40.00	\$ 20,000.00	\$ 30.00	\$ 15,000.00
2	303	AGGREGATE BASE	1,000	TON	\$ 73.00	\$ 73,000.00	\$ 40.00	\$ 40,000.00
3	411(B)	ASPHALT CONCRETE TYPE B	4,000	TON	\$ 82.25	\$ 329,000.00	\$ 100.00	\$ 400,000.00
4	417	COLD MILLING PAVEMENT	33,000	S.Y.	\$ 1.35	\$ 44,550.00	\$ 2.50	\$ 82,500.00
5	420(A)	FABRIC REINFORCEMENT	33,000	S.Y.	\$ 1.60	\$ 52,800.00	\$ 3.00	\$ 99,000.00
6	420(B)	BITUMINOUS BINDER	2,640	GAL	\$ 7.65	\$ 20,196.00	\$ 5.00	\$ 13,200.00
7	612(A)	MANHOLE ADJUST TO GRADE	5	EA.	\$ 1,142.00	\$ 5,710.00	\$ 700.00	\$ 3,500.00
8	612(A)	VALVE BOX ADJUST TO GRADE	10	EA.	\$ 857.00	\$ 8,570.00	\$ 250.00	\$ 2,500.00
9	855(A)	TRAFFIC STRIPE (4" Yellow)(Plastic)	13,410	L.F.	\$ 1.00	\$ 13,410.00	\$ 1.00	\$ 13,410.00
10	855(A)	TRAFFIC STRIPE (4" White)(Plastic)	10,120	L.F.	\$ 1.00	\$ 10,120.00	\$ 1.00	\$ 10,120.00
11	855(A)	TRAFFIC STRIPE (24" White)(Plastic)	160	L.F.	\$ 5.85	\$ 936.00	\$ 10.00	\$ 1,600.00
12	855(A)	TRAFFIC STRIPE (Words)(Plastic)	4	EA.	\$ 131.50	\$ 526.00	\$ 100.00	\$ 400.00
13	855(A)	TRAFFIC STRIPE (Arrows)(Plastic)	18	EA.	\$ 143.00	\$ 2,574.00	\$ 100.00	\$ 1,800.00
14	800	TRAFFIC CONTROL	1	L.S.	\$ 6,752.00	\$ 6,752.00	\$ 25,000.00	\$ 25,000.00
TOTAL AMOUNT OF BASE BID						\$ 588,144.00		\$ 708,030.00

BID TABULATION SHEET

FY15-16 REHAB ASPHALT STREETS PROJECT
COS-PW-15-05

JUNE 6, 2016

<u>BIDDER</u>	<u>AMOUNT</u>
<u>Rudy Construction Co.</u> Oklahoma City, OK	<u>\$ 708,030.00</u>
<u>Haskell Lemon Construction Co.</u> Oklahoma City, OK	<u>\$ 588,144.00</u>
<u>\$ 612,000.00</u> ENGINEER'S ESTIMATE	

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., **Monday, June 6, 2016**, for:

**BID: CONTRACT NO. COS-PW-15-05
FY 15-16 REHAB ASPHALT STREETS PROJECT**

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Thursday, May 26, 2016, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.**

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

**BID: CONTRACT NO. COS-PW-15-05
FY 15-16 REHAB ASPHALT STREETS PROJECT
June 6, 2016**

This project shall include approximately **a milling and overlay of the roadway**. BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with the specifications as issued by the City of Shawnee. Should the successful BIDDER fail to deliver the service in full compliance with the specifications within forty-five (45) days after acceptance of his/her bid, the bidder's bond, certified check or cashier's check deposited with his/her bid will be retained as and for liquidated damages. The deposit of each unsuccessful bidder will be returned when his/her bid is rejected.

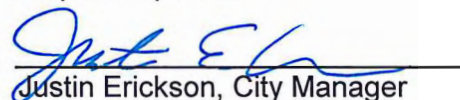
The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., **Monday, June 6, 2016**. The City of Shawnee reserves the right to reject any and all bids.



Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY:


Justin Erickson, City Manager

Project Mailing list
COS-PW-15-05
FY 15-16 Rehab Asphalt Streets Project

A-1 DOZER & EXCAVATING
38107 – 45TH STREET
SHAWNEE, OK 74804

ACE PAVING & CONSTRUCTION INC
NBU 8108
PRAGUE OK 74864

All Roads Paving
10200 N.W. 10th Street
Oklahoma City, OK 73127

Arbor Transport & Construction
P.O. Box 1721
Norman, OK 73070

A-TECH PAVING
P O BOX 2865
EDMOND OK 73083-2865

Austin Paving
PO Box 2707
Stillwater, OK 74076

Bishop Paving
PO Box 1334
OKC,OK 73101

CGC,LLC
101 W. 5th Street
Edmond, Oklahoma 73003

Christian Construction Company
20125 180th Street
Purcell, OK 73080

Cimarron Construction Company
7409 N.W. 85th Street
OKC,OK 73132

Connelly Paving Company
P.O. Box 75450,
OKC, OK 73147

Continental Construction Corporation
5720 N. Industrial Blvd.
Edmond, OK 73034

Continental Construction
10900 Hefner Pointe Dr. Suite
202
OKC,OK 73120

Cove Creek Construction
912 East Main St.
PO Box 350
Clarksville, Arkansas 72830

CP3 Enterprises
13112 NS 3500
Maud, Oklahoma 74854

C-P Integrated Services
3007 NW 63rd Street STE 205
Oklahoma City, OK 73116

Davenport Construction
6001 N. Horseshoe Bend
Edmond, Ok 73034

DOLESE
20 N W 13TH
OKLAHOMA CITY OK 73103

Downey Contracting LLC
3217 N.E. 63rd
OKC,OK 73121

DTH Construction
35603 Moccasin Trail
McCloud, OK 74851

Duit Construction Company, Inc.
6250 Industrial Blvd.
Edmond, OK 73034

Eagle Vision Construction
PO Box 1225
Shawnee, OK 74802

Ferguson Waterworks
2220 S.E. 18th St.
OKC, Ok 73129

Forsgren, Inc.
3000 North 23rd Street
Fort Smith, Arkansas 72904

Gayler Construction Services
Rt.1 Box 318
Earlsboro, Ok 74840

Gibson & Associates, Inc
11210 Ryliecrest
Balch Springs, Texas 75180-0579

**Hardcore Concrete Construction
Group**
15 Angie Lane
Shawnee, OK 74801-3916

Project Mailing list
COS-PW-15-05
FY 15-16 Rehab Asphalt Streets Project

HASKELL LEMONS, LLC.
PO Box 75608
OKC, OK 73147

HD Supply
14701 E. 116 N
Owasso, Ok 74055

Heller Construction
PO Box 1438
Hot Springs, Arkansas 71902

Howard Construction
901 S. Spring Lane
Blanchard, OK 73010

Howards Excavating and Paving
14000 S. Meridian Ave.
OKC, Ok 73173

J & S Dozer
1822 Elmgrove Road
Muskogee, Ok 74403

Jordan Contractors
123 S. Broadway
Tecumseh, Ok 74873

Keystone Services, Inc.
P.O. Box 218
Bixby, OK 74008

Krapff Reynolds Construction
Company
2400 N.E. 4th Street
OKC, OK 73117

Kraus Construction
2419 N. O Street
Fort Smith, Arkansas 72901

Kustom Krete
1901 Glenn Wood Dr.
Moore, OK 73160

Landes Engineering, L.L.C.
P. O. Box 1032
Shawnee, OK 74802-1032

Legacy Services, Inc.
10020 NW 134th Street
Yukon, OK 73099

MARKWELL PAVING COMPANY
P O BOX 82005
OKC OK 73148

McWane Pipe
10012 S. Maplewood Pl
Tulsa, OK 74137

Medevelop
3847 S. Boulevard, Suite 400
Edmond, OK 73013

Meridian Contracting Inc
17500 S. Sooner Rd
Norman, OK 73071

Merryman Excavators
1501 Land Road
Woodstock, IL

Midstate Traffic Control
12501 N. Sante Fe
OKC, OK 73114

Mike Little Construction
1901 N. Kickapoo
Shawnee, OK 74804

Nash Construction Company
700 S. Irving
Oklahoma City, OK 73129

OBC Inc
PO Box 3817
Edmond, Ok 73083

Parathon Construction
PO Box 1287
Edmond, Ok 73083-1287

Pbx Corporation
PO Box 644
Sapulpa, Ok 74067

Peter Porter
4409 N. Bryan Ave.
Shawnee, OK 74804-2352, R007

PIONEER ROCK
P O BOX 176
COMMERCE OK 74339

PM Construction
131 N. Richey
Pasadena, Texas 77506

Project Mailing list
COS-PW-15-05
FY 15-16 Rehab Asphalt Streets Project

RUDY CONSTRUCTION CO.
P O BOX 14575
OKC OK 73113

SAC Services
3600 S. Ross Ave.
Oklahoma City, OK 73119

SHELL CONSTRUCTION
P.O. Box 1178
OKC, OK 73101

Shiloh Enterprises, Inc.
5720 N. Industrial Blvd.
Edmond, OK 73034

Shoestring Enterprises LLC
PO Box 390
Olustee, OK 73560

Silver Star Construction, Inc.
2401 S. Broadway
Moore, OK 73160

TG Excavating
26016 E. Admiral Place
Catoosa, OK 74015

Time Striping Inc.
PO Box 1236
Van Buren, Arkansas 72957

TJ Campbell
6900 S SUNNYLANE
OKC OK 73135

Tom Hudson Paving
7400 W. HWY 33
Guthrie, OK 73044

Tonto Construction Inc
8101 W. 33rd Street South
Muskogee, Ok 74401

Traffic and Lighting Systems
13305 N. Sante Fe
OKC, OK 73114

Trent Construction
2200 N. Luther Road
Harrah, Ok 73045

T T K CONSTRUCTION
P O BOX 3681
EDMOND OK 73083

Urban Contractors
7113 N. Bryant Ave.
OKC, OK 73121

Water Works Plumbing, Inc
2613 N. Shields Blvd
Moore, Ok 73160

Wee Construction Co
PO Box 263
Washington, OK 73093

**White Hawk Engineering &
Design, LLC**
PO Box 7620
Moore, OK 73153-1620

White's Construction
2019 Spencer Dr.
Harrah, Ok 73045

WOOD & SONS PAVING
200 E. INTERSTATE 35
EDMOND OK 73034

Wynn Construction
11901 N. Eastern Ave.
OKC, OK 73131

Central Contracting
17301 South Sunny Lane
Norman, Ok 73071

Martin Marietta Materials Inc
1404 SW 89th Street
Okc, Ok 73159-6305

MKEC Engineering
1000 W. Wilshire suite 401
Okc, Ok 73116

Branco Enterprises, Inc
PO Box 459
Neosho, Missouri 64850

Oklahoma Concrete LLC
Tyler Beaty
5990 Callahan Way NE
Piedmont, Ok 73078

C3 Construction
Chris Whisenant
1012 N. Mississippi, Suite A
Ada, Ok 74820

Project Mailing list
COS-PW-15-05
FY 15-16 Rehab Asphalt Streets Project

**Benchmark Enterprises
Becky Wagnon
PO Box 140121
Broken Arrow, OK 74014**

**Dodge Data & Analytics
Attn: Plan Coordinator
3315 Central Avenue
Hot Springs, AR 71913**

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-15-05
FY 15-16 REHAB ASPHALT STREETS PROJECT
(VARIOUS LOCATIONS)
(HAVE CONFIRMED RECEIPT OF ADDENDUM)

Business Name: RUDY CONSTRUCTION CO.
Contact: PHIL PRATT
Address: PO BOX 14575
OKC, OK 73113
Telephone: 405-478-9900
Fax: 405-478-9901
Cell: _____
E-Mail: PPRATT@RUDYCONSTRUCTION.COM
Paid for & Picked Up Specs: 5/6/16 CK #62902

Business Name: CMD
Contact: Sarah Stadalsky
Address: 30 Technology Parkway south, Ste 100
Norcross, GA 30092
Telephone: _____
Fax: 800-303-8629
Cell: _____
E-Mail: sstadalsky@cdcnews.com
Paid for & Picked Up Specs: ck #101292 & 101291

Business Name: HASKELL LEMON CONSTRUCTION COMPANY
Contact: Tammy Robinson
Address: P.O. BOX 75608
OKC, OK 73147
Telephone: 405-947-6069
Fax: 405-947-6068
Cell: 405-206-5119
E-Mail: trobinson@HASKELLLEMON.COM
Paid for & Picked Up Specs: 5/26/16 credit

Regular Board of Commissioners**11. b.**

Meeting Date: 06/20/2016

Bid Yaghnée Property Award

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Sale of Lot 5 and Lot 6, Yaghnée Addition (Award)

Attachments

Bid Yaghnée Property Award

Bid Yaghnée Property Bid Tab

Bid Yaghnée Property Notice

Bid Yaghnée Property Packet



Office of the City Manager

AGENDA: June 20, 2016

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **Sale of Real Property – Lot 5 and Lot 6 Yahgnee Addition**

Background

On April 18, 2016 the City Commission authorized staff to solicit sealed bids, set a minimum bid price of \$300,000 and passed Resolution #6509 declaring the property surplus. On June 16, one bid was received in the amount of \$305,000 for Lots 5-6, Yahgnee Addition from Darren Marical.

When the Greater Shawnee Area Chamber of Commerce transferred the property to the City of Shawnee on January 18, 2013, the Shawnee Municipal Authority (SMA) paid off the bank loan. The City has been utilizing hotel/motel tax funds to pay back the SMA incrementally. As of June 2, the current balance is \$114,446.91. Therefore, after the balance is paid, approximately \$190,000 will be available for tourism-related activities in accordance with City Code. Staff will present a plan for these funds at a future meeting and no expenditures will occur until approved by the Commission.

Staff Recommendation

Staff recommends award of the bid in the amount of \$305,000 to Darren Marical. The bid meets the requirements of Section 2-5 of the Shawnee Municipal Code. Staff expects the sale of the property to close in approximately 30 days.

BID TABULATION SHEET

SALE OF LOT 5 AND LOT 6, YAGHNEE ADDITION

JUNE 6, 2016

BIDDER

AMOUNT

Darrin Marical

\$305,000

\$300,000.00

MINIMUM BID

PUBLIC NOTICE

SALE OF SURPLUS PROPERTY

CITY OF SHAWNEE

NOTICE IS HEREBY PROVIDED that the City of Shawnee is accepting sealed bids for the purchase of Lot 5 and Lot 6 Yahgnee Addition (Phase 1). The lots are to be sold together. A minimum bid price has been set at \$300,000. Bids must be submitted by 4:00 PM on Monday, June 6, 2016 and must be submitted in duplicate as set forth in the bid packet.

For a complete bid packet and additional information, please contact:

City of Shawnee
City Clerk
16 W. 9th, Suite 212
Shawnee, OK 74801
(405) 878-1609

Information is also available at www.shawneeok.org

All bids shall be filed in duplicated, one with the City Clerk and one with the City Manager. A completed non-collusion affidavit shall be included with each bid. The City Commission may accept or reject any bid for any reason.

Publish: Shawnee News-Star, May 1, May 8, May 15



PUBLIC NOTICE OF ACCEPTANCE OF SEALED BIDS

Lot 5 and Lot 6 Yahgne Addition (Phase 1)

*****Lots Sold Together*****

INSTRUCTIONS TO BIDDERS

Bids must be submitted to the City of Shawnee, according to the following instructions:

1. The City of Shawnee invites bids submitted on the form attached hereto (Page 3). All blanks must be appropriately filled in and failure to do so may render the bid non-responsive.
2. Each bidder represents that:
 - a. They have read and understand the bidding documents and have consulted advisors, attorneys or other experts to the extent they deem necessary;
 - b. Their bid is based upon "as-where, as-is" condition of the property; and
 - c. They shall be prepared to finalize and close the transaction within 30 days of the City acceptance of the bid (bid award by City Commission).
3. All bid documents shall bear an original signature and be enclosed and sealed in an envelope. All bids must be clearly marked as "Bid: Lots 5-6, Yahgne Addition" along with the name and address of the bidder.
4. A completed non-collusion affidavit (attached) shall be included with each bid.
5. All bids shall be filed in duplicate, one with the City Clerk and one with the City Manager.
6. The City Commission may accept or reject any bid for any reason.
7. A minimal bid (reserve) has been set at \$300,000.

PROPERTY DETAILS

Size	Lot 5: 1.12 acres Lot 6: 1.45 acres (plat recorded: Inst. #200500015031)
Location	East of Highway 18 (Harrison), along Transportation Parkway (see map below)
Legal Description	Lots 5 and 6, Yahgnee Addition (Phase 1) being a part of the NW ¼ of Section 32, Township 11 North, Range 4 East, I.M.
Plat	Yahgnee Addition (Phase 1)
Zoning	Commercial Uses Permitted (part of PUD) Contact Planning Department for more information
Floodplain	Not in mapped FEMA floodplain
Sewer	There is an 8-inch public sewer line located on the southern portion of Lot 6
Water	There is a 6-inch public water line located in the northern right-of-way on Lot 5 and Lot 6
Street Access	The property fronts upon dedicated public streets

See attached documents for additional information:

1. Copy of recorded plat: Yahgnee Addition, Phase 1
2. Location map

BID FORM

Lot 5 and Lot 6 Yahgnee Addition – Phase 1 (sold together)

Bidder (name): _____

Address: _____

Phone/Email: _____

BID AMOUNT: \$ _____

Bids must be submitted by **4:00 PM on June 6, 2016**, with one submittal to each location:

City Manager
Shawnee City Hall, Suite 239
16 W. 9th
Shawnee, OK 74801

City Clerk
Shawnee City Hall, Suite 212
16th W. 9th
Shawnee, OK 74801

See Instructions to Bidders (Page 1) and ensure compliance with all submittal requirements.

Conditions of Sale:

1. Fees and Costs. The City, at its expense, will prepare and record a Quit Claim or Warranty Deed for the Buyer. All other fees and costs to be paid by buyer.
2. Closing. The closing of this transaction shall be held at the earliest practical date consistent with the terms and conditions herein. However, closing shall be held no later than 30 business days from the date of Bid Award by the City Commission.
3. Possession. Possession of the property shall be given to the buyer at the close of sale.
4. As-Is Sale of Property. Seller is selling the property in a "as is, where is" condition and buyer assumes any all liability associated with the property. Buyer acknowledges that the seller has made no representations or warranties regarding the condition of the property or its use for any purpose.
5. Agents, Commissions, Professional Advice. If the buyer is represented by a real estate broker or other person to whom a commission is owed in connection with this transaction, the buyer shall bear that cost alone.
6. Acceptance. Buyer's signature herein constitutes an offer to Seller to purchase the property herein. By his/her signature below, Buyer acknowledges receipt of a copy hereof.

Buyer

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____ }
COUNTY OF _____ } SS:

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the CONTRACTOR to submit the attached Proposal. Affiant further states that the CONTRACTOR has not been a party to any collusion among the Proposers in restraint of freedom of competition by agreement to Propose at a fixed price or to refrain from submitting a Proposal; or with any City official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between the Proposers and any City official concerning exchange of money or other thing of value for special consideration in the awarding of a contract; that the undersigned/Proposer has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this Proposal.

FIRM NAME _____

By: _____

Sworn before me this _____ day of _____, 20_____

Notary Public

My commission expires _____

